



**penrose** academy

STUDENT CATALOG NOVEMBER 2024

13402 North Scottsdale Rd, Suite B160  
Scottsdale, AZ 85254  
P: 480.222.9540  
[www.penrose.edu](http://www.penrose.edu)

Dear Future Graduate, Welcome to Penrose Academy!

Through meaningful educational experiences, Penrose Academy educates, empowers and connects students to their professional goals.

Today's marketplace is promising and competitive. Creating a confident, customer-focused graduate who has studied current techniques, trends and business practices is a key goal for Penrose Academy. Our education is student-centered and focuses on our graduates being industry ready.

In the following pages, you will find information about our curricula and cultural standards at Penrose Academy as well as our current tuition, payment schedule and information on financial assistance. This Student Catalog is divided into sections to help you not only keep the information logically organized but to ensure you gain a proper understanding of the policies and procedures at Penrose Academy. Please review it carefully as it contains answers to many important questions. Additionally, please visit our website [www.penrose.edu](http://www.penrose.edu) for the most current information.

Thank you for choosing Penrose Academy and we look forward to your continued success.

Sincerely,



Nancy Meduna  
CEO | Owner



Matt Meduna  
Chairman | Owner

|  |           |
|--|-----------|
| <b>SECTION ONE: WELCOME TO PENROSE ACADEMY</b> .....                                   | <b>0</b>  |
| <b>SECTION TWO: OUR SCHOOL</b> .....   | <b>1</b>  |
| ACCREDITATIONS AND MEMBERSHIPS .....   | 1         |
| LICENSING AND CERTIFICATION .....  | 1         |
| MISSION STATEMENT .....  | 1         |
| PENROSE ACADEMY DISCLOSURES .....  | 1         |
| HOURS OF OPERATION .....   | 1         |
| METHOD OF DISCLOSURES .....  | 1         |
| OBTAINING INFORMATION .....  | 2         |
| COPYRIGHT INFRINGEMENT .....   | 2         |
| VACCINATION POLICY .....   | 2         |
| CONSTITUTION DAY .....   | 2         |
| VOTER REGISTRATION.....  | 2         |
| <b>SECTION THREE: INSTITUTION AND FINANCIAL INFORMATION</b> .....                      | <b>3</b>  |
| PENROSE ACADEMY STAFF AND FACULTY .....  | 3         |
| ADMISSIONS AND ENROLLMENT POLICIES AND PROCEDURES .....                                | 3         |
| ACADEMIC ADVISEMENT MEETING AND ADMISSIONS ASSESSMENT.....                             | 4         |
| EXPECTATIONS FOR PROSPECTIVE STUDENTS .....  | 4         |
| RESCINDING ADMISSION .....   | 4         |
| ENROLLMENT PROCEDURES .....  | 4         |
| ACCEPTANCE PROCEDURE .....   | 4         |
| ENROLLMENT AGREEMENT.....  | 4         |
| ENGLISH LANGUAGE PROFICIENCY ADMISSION REQUIREMENT .....                               | 5         |
| FOREIGN DIPLOMAS OR TRANSCRIPTS.....   | 5         |
| HIGH SCHOOL COMPLETION POLICY .....  | 5         |
| TRANSFER POLICY.....   | 5         |
| 2024 PROGRAM START DATE CALENDAR* .....  | 5         |
| 2024 TUITION AND FEES .....  | 6         |
| STUDENT KITS .....   | 6         |
| ISBN/TEXTBOOK INFORMATION .....  | 6         |
| MISCELLANEOUS SUPPLIES .....   | 6         |
| PAYMENT POLICY .....   | 6         |
| LATE FEE .....   | 6         |
| PROCESSING FEE .....   | 6         |
| PROGRAM REQUIREMENTS.....  | 6         |
| REQUESTING ADDITIONAL PROGRAM HOURS .....  | 6         |
| TRANSFER BETWEEN PROGRAMS .....  | 6         |
| TRANSFER TO DIFFERENT SCHEDULE.....  | 7         |
| RECRUITING ACTIVITIES .....  | 7         |
| SCHOLARSHIPS.....  | 7         |
| ADDITIONAL FINANCIAL BENEFITS.....   | 7         |
| FINANCIAL AID.....   | 7         |
| LOAN COUNSELING .....  | 8         |
| MAINTAINING FINANCIAL AID ELIGIBILITY .....  | 8         |
| STUDENT'S RIGHT TO CANCEL .....  | 8         |
| REFUND/AMOUNT DUE POLICY.....  | 8         |
| REFUND TIME FRAME .....  | 8         |
| RETURN OF TITLE IV FUNDS (R2T4) .....  | 9         |
| WITHDRAWAL/TERMINATION.....  | 9         |
| RE-ENROLLMENT .....  | 9         |
| COLLECTIONS POLICY .....   | 9         |
| OVER CONTRACT CHARGES.....   | 9         |
| OVER CONTRACT CHARGES AND GRACE PERIODS (FREE OF CHARGE).....                          | 10        |
| EXCUSED ABSENCES.....  | 10        |
| BONUS HOURS AND MINIMIZING OVER CONTRACT FEES.....                                     | 10        |
| SATISFACTORY ACADEMIC PROGRESS (SAP) .....   | 10        |
| EVALUATION CHECKPOINTS.....  | 10        |
| WARNING.....   | 10        |
| PROBATION .....  | 11        |
| RE-ESTABLISHING SATISFACTORY ACADEMIC PROGRESS (SAP) .....                             | 11        |
| SAP APPEAL PROCESS.....  | 11        |
| ACADEMIC WORK .....  | 11        |
| GRADING SCALE .....  | 11        |
| ACADEMIC AUDITS.....   | 12        |
| GRADUATION REQUIREMENTS.....   | 12        |
| DISTANCE EDUCATION.....  | 12        |
| STUDENT SERVICES .....   | 12        |
| <b>SECTION FOUR: VETERAN'S EDUCATION BENEFITS</b> .....                                | <b>13</b> |
| PENROSE ACADEMY REFUND POLICY FOR VETERAN BENEFITS .....                               | 13        |
| ACADEMIC WORK FOR STUDENTS RECEIVING VETERANS EDUCATION BENEFITS.....                  | 13        |
| GRADING SCALE FOR STUDENTS RECEIVING VETERANS EDUCATION BENEFITS .....                 | 13        |
| SATISFACTORY ACADEMIC PROGRESS FOR STUDENTS RECEIVING VETERANS EDUCATION BENEFITS..... | 13        |
| EVALUATION CHECKPOINTS FOR STUDENTS RECEIVING VETERANS EDUCATION BENEFITS.....         | 13        |
| WARNINGS FOR STUDENTS RECEIVING VETERANS EDUCATION BENEFITS .....                      | 14        |
| PROBATION/SAP FOR STUDENTS RECEIVING VETERANS EDUCATION BENEFITS .....                 | 14        |
| APPEAL PROCESS FOR STUDENTS RECEIVING VETERANS EDUCATION BENEFITS .....                | 14        |
| OVER-CONTRACT FEES FOR STUDENTS RECEIVING VETERANS EDUCATION BENEFITS .....            | 14        |
| TRANSFER POLICY* .....   | 14        |

|  |           |
|--|-----------|
| <b>SECTION FIVE: DISABILITY ACCOMMODATION &amp; GRIEVANCE POLICY</b> .....         | <b>15</b> |
| STATEMENT OF NON-DISCRIMINATION AND ACCOMMODATION .....                            | 15        |
| HANDICAPPED ACCESS .....   | 15        |
| PHYSICAL EXPECTATIONS .....  | 15        |
| REQUESTS FOR ACCOMMODATION .....   | 15        |
| STUDENT APPEAL.....  | 16        |
| GRIEVANCE PROCEDURE.....   | 16        |
| <b>SECTION SIX: ACADEMIC PROGRAMS</b> .....  | <b>17</b> |
| COSMETOLOGY HYBRID PROGRAM OVERVIEW .....  | 17        |
| HAIR HYBRID PROGRAM OVERVIEW .....   | 17        |
| ESTHETICS PROGRAM OVERVIEW .....   | 17        |
| LASER PROGRAM OVERVIEW.....  | 17        |
| <b>SECTION SEVEN: STUDENT-RIGHT-TO-KNOW INFORMATION</b> .....                      | <b>18</b> |
| PROGRAM CAREER/OCCUPATION INFORMATION.....   | 18        |
| STUDENT RECORDS & RIGHT OF ACCESS AND PRIVACY .....                                | 19        |
| <b>SECTION EIGHT: EXPECTATIONS OF STUDENTS ON OUR CAMPUS</b> .....                 | <b>20</b> |
| COMMUNITY INVOLVEMENT .....  | 20        |
| STUDENT GUIDELINES .....   | 20        |
| STUDENT CODE OF CONDUCT.....   | 20        |
| PROHIBITED CONDUCT .....   | 20        |
| DISCIPLINARY SANCTIONS .....   | 22        |
| STUDENT COMPLAINT POLICY .....   | 22        |
| STUDENT COMPLAINT PROCEDURE .....  | 22        |
| GRIEVANCE PROCEDURE FOR STUDENT COMPLAINTS .....                                   | 22        |
| APPEAL PROCESS .....   | 23        |
| RECORDKEEPING.....   | 23        |
| SUBSTANCE ABUSE PREVENTION POLICY .....  | 23        |
| SAFETY SANITATION AND INFECTION CONTROL (SSIC) .....                               | 24        |
| ACADEMIC TRANSCRIPTS .....   | 25        |
| ATTENDANCE .....   | 25        |
| CLOCKING IN AND OUT .....  | 25        |
| ZONE 1 ATTENDANCE POLICY.....  | 25        |
| LEAVE OF ABSENCE (LOA).....  | 25        |
| ZONE EDUCATION .....   | 25        |
| FACULTY CHOICE .....   | 26        |
| PERSONAL APPEARANCE .....  | 26        |
| GENERAL PERSONAL APPEARANCE FOR ALL PROGRAMS.....                                  | 26        |
| STUDENT ADVICE/COACHING.....   | 26        |
| TECHNOLOGY POLICY.....   | 26        |
| SECURITY CAMERAS .....   | 27        |
| USE OF PHOTOGRAPHY AND VIDEOGRAPHY .....   | 27        |
| VISITORS .....   | 27        |
| WORKBASED ACTIVITIES .....   | 27        |
| PARKING .....  | 27        |
| CAMPUS SEARCHES .....  | 27        |
| LOCKERS .....  | 27        |
| UNLICENSED PRACTICE.....   | 27        |
| STATE BOARD REFRESHER CLASSES .....  | 27        |
| GRATUITIES .....   | 28        |
| PRODUCT PURCHASES .....  | 28        |
| EXTRACURRICULAR ACTIVITIES .....   | 28        |
| STUDENT/STAFF RELATIONS .....  | 28        |
| CONSUMER DISCLOSURES .....   | 28        |
| <b>SECTION NINE: CAMPUS SAFETY</b> .....   | <b>29</b> |
| ANNUAL SECURITY REPORTING .....  | 29        |
| VAWA .....   | 29        |
| DISCLOSURE & PUNLICATION OF ANNUAL SAFETY REPORT.....                              | 29        |
| NONDISCRIMINATION STATEMENT .....  | 29        |
| NOTICE OF NONDISCRIMINATION .....  | 29        |
| TITLE IX SEX-BASED DISCIMRNATION .....   | 29        |
| POLICY STATEMENT.....  | 29        |
| PURPOSE.....   | 29        |
| POLICY SCOPE.....  | 29        |
| PROHIBITED SEX-BASED DISCRIMINATION .....  | 29        |
| GENERAL PARDON FOR STUDENTS .....  | 30        |
| RETALIATION PROHIBITED AND CORRECTIVE ACTION .....                                 | 30        |
| FALSE REPORTS .....  | 30        |
| GRIEVANCE PROCEDURES FOR COMAPLANTS OF SEX-BASED HARASSMENT.....                   | 31        |
| INFORMAL RESOLUTION.....   | 34        |
| DISCIPLINARY SANCTIONS AND REMEDIES .....  | 34        |
| SUPPORTIVE MEASURES.....   | 35        |
| RECORD KEEPING AND DOCUMENTATION .....   | 35        |
| TITLE IX TERMS AND DEFINITIONS .....   | 35        |
| TITLE VI CIVIL RIGHTS ACT OF 1964.....   | 36        |
| TITLE VI COMPLAINT PROCEDURE .....   | 36        |
| <b>SECTION TEN: MISCELLANEOUS</b> .....  | <b>37</b> |
| JOB PLACEMENT AND INDUSTRY NETWORKING EVENTS.....                                  | 37        |
| ELECTRONIC COMMUNICATION POLICY .....  | 37        |
| CHANGES IN PROGRAM .....   | 37        |
| FACULTY AND STAFF OFFICE HOURS .....   | 37        |
| <b>SECTION ELEVEN: SCHEDULES AND CAMPUS CLOSURES FOR HOLIDAYS AND BREAKS</b> ..... | <b>38</b> |
| SCHEDULES.....   | 38        |

## SECTION TWO: OUR SCHOOL

---

Penrose Academy is a 20,000 square foot school located at 13402 N. Scottsdale Road, Suite B160, Scottsdale, Arizona 85254 featuring educational curricula, equipment, technological learning tools and a Student Spa, Salon and MedSpa area for Cosmetology Hybrid, Hair Hybrid, Esthetics, Laser and Continuing Education.

The Academy's Student Salon has 69 stations with 12 shampoo back & side wash units. Our Esthetics Classrooms and Student Spa have 42 facial beds, 14 micro-needling devices, 30 sets of Esthetics equipment including high-frequency, galvanic, magnifying lamps and miscellaneous BT Gear. There are eight Microdermabrasion Machines with options for diamond tip.

Penrose Academy's MedSpa has the CoolSculpting Elite Platform, the Scarlet SRF, the Lumenis M22 containing the Universal IPL, ResurFX, and Q-Switched Nd:YAG hand pieces as well as the Lumenis SplendorX Alexandrite and Nd:YAG, ThermoClear and Venus Versa platform including IPL, AC, Viva, Octi Polar and Diamond Polar.

To provide a complete educational environment, Penrose Academy has created a facility that includes: Cosmetology Hybrid, Hair Hybrid, Esthetics and Laser Training Classrooms, Cosmetology Color Bar, Salon Dispensary and Laundry, Spa Dispensary and Laundry, Medspa, Admissions Office, Staff Lounge, Student Lounge, Student Lockers, Conference Room, Staff Offices and Library. For a current list of services performed in the student spa/salon/medspa, please visit our website.

### ACCREDITATIONS AND MEMBERSHIPS

Penrose Academy is a proud member of the American Association of Cosmetology Schools (AACCS), a Pivot Point International Member School, a member of the Greater Phoenix Chamber of Commerce and accredited by the Commission of the Council on Occupational Education (COE) located at 7840 Roswell Rd. Bldg. 300, Ste. 325, Atlanta, GA 30350, by phone (520) 396-3898 or Toll Free at (800) 917-2081. Currently enrolled or potential students may obtain paper copies of the documents describing Penrose Academy's accreditation, approval and licensing upon request through the Student Services Department. Additional memberships and partnerships are listed at [www.penrose.edu](http://www.penrose.edu).

### LICENSING AND CERTIFICATION

The Arizona Barbering and Cosmetology Board (AZBCB) has licensed Penrose Academy as a school to provide Cosmetology Hybrid, Hair Hybrid, and Esthetics programs. The AZBCB is located at 1740 W Adams, Suite #4400 in Phoenix Arizona and can be reached at (480) 784-4539. Penrose Academy is approved to offer cosmetic laser training through the Arizona Department of Health Services (ADHS). The ADHS is located at 150 North 18<sup>th</sup> Avenue in Phoenix, Arizona 85007 and can be reached at (602) 542-1025. Penrose Academy's current AZBCB school license to provide post-secondary education in the programs of Cosmetology Hybrid, Hair Hybrid, and Esthetics is posted in the display case at the front desk. The approval for ADHS is also available in the Student Services Department.

### MISSION STATEMENT

Through meaningful educational experiences, Penrose Academy educates, empowers and connects students to their professional goals.

### PENROSE ACADEMY DISCLOSURES

Penrose Academy does not guarantee employment. Penrose Academy prepares students for a license or certification only in the state of Arizona. These programs do not lead to licensure or certification in the other 49 states, nor any U.S. territories. At Penrose Academy, the student is the customer, not an employee and employment is not provided to students as part of a student's financial assistance package. Penrose Academy prepares students for an entry-level position in the Professional Beauty Industry. Penrose Academy maintains a no-tipping educational program. Penrose Academy does not, in whole or in part, have any written agreements with any other entity to offer educational programs.

### HOURS OF OPERATION

|           |                   |
|-----------|-------------------|
| Monday    | 8:30 AM – 9:00 PM |
| Tuesday   | 8:30 AM – 9:00 PM |
| Wednesday | 8:30 AM – 9:00 PM |
| Thursday  | 8:30 AM – 9:00 PM |
| Friday    | 8:30 AM – 5:00 PM |
| Saturday  | 8:30 AM – 5:00 PM |
| Sunday    | Closed            |

### METHOD OF DISCLOSURES

Penrose Academy provides this Student Catalog directly to all enrolled students via our student app to disclose required consumer information, policies and procedures and to describe the information's availability and accessibility. This catalog will serve as one method of disclosing this required information. Some required consumer information must and will be available on the Penrose Academy Website [www.penrose.edu](http://www.penrose.edu) such as the school's Annual Security and Safety Report, retention rates, placement rates and general information about the school and the student body diversity. This information will be referenced throughout this catalog. The exact electronic address to locate more detailed information on these topics will be provided and hyperlinked for convenience. Paper copies of all disclosures are available upon request during regular business hours through the Student Services, Financial Aid or Admissions Departments.

## OBTAINING INFORMATION

Any student (enrolled or prospective) may obtain information on any of the following topics by contacting the persons designated to assist or by visiting the website through the provided electronic address as outlined below.

| Information Type                              | Person/Department Designated to Assist | Contact Information  |
|---|--|--|
| Financial Aid Information                     | Financial Aid Coordinator              | <a href="mailto:financialaid@penrose.edu">financialaid@penrose.edu</a>       |
| Institutional Information                     | Student Services Department            | <a href="mailto:studentservices@penrose.edu">studentservices@penrose.edu</a> |
| Penrose Academy ADA Policy Information        | President                              | <a href="mailto:studentservices@penrose.edu">studentservices@penrose.edu</a> |
| Completion and Graduation Rates               | Placement Coordinator                  | <a href="mailto:studentservices@penrose.edu">studentservices@penrose.edu</a> |
| School Security Policies and Crime Statistics | Compliance Department                  | <a href="mailto:compliance@penrose.edu">compliance@penrose.edu</a>           |

## COPYRIGHT INFRINGEMENT

Internet access is an important tool in the academic activity at Penrose Academy. WIFI is supplied to all staff, faculty and guests to enhance the learning experience. This benefit comes with great responsibility and risk. While accessing Penrose Academy's WIFI, all copyright laws governing music, movies, games and software over the internet must be adhered to and an individual must have the consent of the copyright holder to make copies. Unauthorized distribution of copyrighted material, including unauthorized peer-to-peer file sharing, may subject a student to civil and criminal liabilities.

Anyone who exploits any of the exclusive rights of copyright without the copyright owner's permission commits copyright infringement. If a lawsuit is brought in a court, the infringer will have to pay the copyright owner any amount of money made from using the work or any amount of money that the rightful owner would have made if the infringement had not happened.

If the copyright is registered with the U.S. Copyright Office, the infringer may also have to pay the copyright owner statutory damages, which is an amount set by the judge. In most cases this amount will usually be higher. In addition, an infringer may be found guilty on criminal charges and must pay criminal penalties.

If Penrose Academy receives an allegation of copyright infringement based on use of the school's computers or IP address by a student, the Director of Education will perform an investigation. If the investigation results with finding the student responsible, the student will be subject to disciplinary action including loss of network access, suspension or termination from school. Consequences of copyright infringement also include civil liability and criminal prosecution. A summary of the penalties may be found at <https://www.copyright.gov/title17/92chap5.html>

## VACCINATION POLICY

Penrose Academy does not require students to receive any vaccinations for enrollment.

## CONSTITUTION DAY

Every year during the week of September 17, Penrose Academy dedicates an interactive all school assembly to the celebration of Constitution Day. During this time, we review and discuss a book titled "THE U.S. Constitution And Fascinating Facts About It", reflect on the importance of active citizenship, recognize the enduring strength of our Constitution and we reaffirm our commitment to the rights and obligations of citizenship in this great nation.

## VOTER REGISTRATION

Penrose Academy encourages all students to exercise their right to vote. If a student has not registered to vote, they may download the registration form, view the requirements and locate election date information at <https://azsos.gov/>.



### SECTION THREE: INSTITUTION AND FINANCIAL INFORMATION

#### **PENROSE ACADEMY STAFF AND FACULTY** *(Please note that (\*) indicates a part-time employee while (-) indicates an independent contractor)*

|                  |   |
|------------------|---|
| Nancy Meduna     | CEO/Owner   |
| Matt Meduna      | Chairman/Owner  |
| Ran McBryde-     | Medical Director, NP, CLT   |
| Nikki Parcels    | President, Licensed Cosmetologist, Licensed Cosmetology Instructor, Certified Laser Technician, CLI |
| Bridget O'Brien  | Sr. Director of Admissions & Financial Aid, Licensed Esthetician, BA Consumer Sciences              |
| Cheri Parcels    | Sr. Director of Operations and Guest Services   |
| Candice Healey   | Director of Medical Services, Licensed Esthetician, CLT, Certified Laser Instructor                 |
| Andria Young     | Director of Student Services and Placement, Licensed Esthetician                                    |
| Danielle Finn    | Assistant Director of Financial Services & Financial Aid  |
| Haleigh Trout    | Assistant Director of Education, Licensed Cosmetologist, Licensed Cosmetology Instructor            |
| Cat Barrons*     | Financial Aid Coordinator, Licensed Cosmetologist, Licensed Cosmetology Instructor                  |
| Olga Cordova     | Licensed Esthetician, Licensed Esthetics Instructor   |
| Ivan Covarrubias | Operations Assistant  |
| Bee Desantis     | Licensed Cosmetologist, Licensed Cosmetology Instructor   |
| Briette Flake    | Licensed Esthetician, Certified Laser Instructor  |
| Parci Flake      | Education Manager, Licensed Cosmetologist, Licensed Cosmetology Instructor                          |
| Annie Gandara*   | Licensed Cosmetologist, Licensed Cosmetology Instructor   |
| Alyssa Garza     | Licensed Cosmetologist, Admissions Coordinator  |
| Kim Goedker*     | Enrollment Services Coordinator   |
| Natalie Gotsis   | Licensed Esthetician, Licensed Esthetics Instructor   |
| Irene Gutierrez  | Licensed Cosmetologist, Cosmetology Student Educator  |
| Alexa Hernandez  | Guest Relations Coordinator   |
| Madison Johnson  | Licensed Esthetician, Licensed Esthetics Instructor   |
| Courtney Kopel   | Admissions Manager, Licensed Cosmetologist  |
| Breanna Landa    | Guest Relations Coordinator   |
| Clare Lelek      | Licensed Cosmetologist, Admissions Coordinator  |
| Dabrienne Lewis  | Licensed Cosmetologist, Licensed Cosmetology Instructor, Student Services & Events Coordinator      |
| Briseyda Lopez   | Guest Relations Coordinator   |
| Drenise Matthews | Licensed Cosmetologist, Licensed Cosmetology Instructor   |
| Khaila Matthews* | Guest Relations Coordinator   |
| Tyler McDonald   | Certified Laser Technician, Laser Educator, Guest Relations Coordinator                             |
| Araceli Mendoza  | Front Desk Manager  |
| Kendall Millotes | Licensed Esthetician, Licensed Esthetics Instructor   |
| Camryn Munoz     | Student Services Assistant  |
| Mark Munoz       | Laundry Assistant   |
| Kolleen Rice     | Licensed Cosmetologist, Licensed Cosmetology Instructor   |
| Yolanda Robinson | Licensed Esthetician, Admissions Coordinator  |
| Yazania Romero   | Licensed Esthetician, Guest Relations Coordinator   |
| Val Schmidt      | Licensed Cosmetologist, Cosmetology Student Educator  |
| Rachel Sheets    | Licensed Esthetician, Licensed Esthetics Instructor, Certified Laser Technician, CLI                |
| Madison Smith    | Licensed Esthetician, Licensed Esthetics Instructor, Certified Laser Technician, CLI                |
| Jessica Spillman | Licensed Esthetician, Licensed Esthetics Instructor, Certified Laser Technician                     |
| Shea Toohey      | Licensed Esthetician, Licensed Esthetics Instructor, Student Services Assistant, Events Coordinator |
| Wendy Torres     | Guest Relations Coordinator   |
| Yessenia Torres  | Enrollment Services Coordinator   |
| Stephanie Toth   | Esthetics Manager, Licensed Esthetician, Licensed Esthetics Instructor                              |
| Aliesia Vazquez  | Licensed Esthetician, Licensed Esthetics Instructor   |
| Kira Watkins     | Licensed Cosmetologist, Licensed Cosmetology Instructor   |

#### **ADMISSIONS AND ENROLLMENT POLICIES AND PROCEDURES**

##### **ACADEMIC ADVISEMENT MEETING AND ADMISSIONS ASSESSMENT**

Penrose Academy conducts an academic advisement meeting as part of the acceptance process. The academic advisement meeting is an essential step in the acceptance process that supports Penrose Academy in determining if an applicant's skills, experience, character and professionalism meet the criteria to complete the program of study successfully. In addition, the academic advisement meeting focuses on communication skills, motivation, maturity, and the ability to conduct oneself with responsibility, integrity, and accountability.

Penrose Academy provides academic advisement services to support and assist prospective students in planning for the occupational program they seek to pursue. In addition, Admission Coordinators collaborate with prospective students to help evaluate the occupational education program that aligns with their academic and career goals and personal interests.

## **EXPECTATIONS FOR PROSPECTIVE STUDENTS**

Penrose Academy holds a limited capacity for students admitted into each program's start date. Therefore, to enroll in the requested program start date, the following expectations assist prospective students throughout the admissions process.

- Actively monitor emails and text messages.
- Commit to a set appointment date/time for attending an Academic Advisement Meeting and Admissions Assessment.
- Commit to expectations and due dates.
- Engage in an active dialogue and clarify personal values and goals.
- Maintain communication with Admissions and respond promptly throughout the process of becoming a student.
- Meet Penrose Academy's communication standards, responsibility, integrity, and accountability throughout enrollment.
- Seek guidance for academic and career planning.
- Understand failure to commit to a scheduled appointment and/or continuous rescheduling of appointments will delay the admissions and enrollment process by six months.

## **RESCINDING ADMISSION**

Applicants who submit a document that is forged, fraudulent, altered, obtained inappropriately, materially incomplete, or otherwise deceptive may be denied admission or have their admission rescinded. Misconduct of those already enrolled when a fraudulent document is discovered is adjudicated using procedures specified in the Code of Conduct and may result in the rescission of admission, revocation of financial aid award, and permanent termination of enrollment. Penrose Academy reserves the right to rescind admission if Expectations for Prospective Students are unmet.

## **ENROLLMENT PROCEDURES**

The requirements to be a student are 17 years of age, high school completion or GED and US citizenship, Permanent Resident, or DACA status. Prospective students must complete and meet the following enrollment conditions and criteria. Please note, Penrose Academy does not accept transfer hours.

1. Attend and complete the academic advisement meeting and assessment with an Admissions Coordinator.
2. Complete and submit the admissions application.
3. Submit a valid copy of a driver's license or photo ID and proof of Citizenship (voter registration card, birth certificate, passport, or permanent resident card). Eligible non-citizens submit a DACA card, form I-94, and State issued driver's license or state-issued Identification.
4. Submit a 400-word Letter of Intent describing reasons and goals for enrolling at Penrose Academy.
5. Submit proof of graduation (high school transcripts or high school equivalency transcripts) from a valid high school or high school equivalency program.
  - a. AZBCB rules and regulations will be followed if no GED or legitimate high school transcript, diploma, or equivalent is available.
6. Complete and pass the Aptitude Assessment. Penrose Academy utilizes an Aptitude Assessment to evaluate an individual's skills and potential for success in our programs. A minimum score of 75% is required to pass. Applicants that do not meet the minimum score of 75% will have the opportunity for a second attempt on an alternate date. Applicants that do not meet the requirements on either assessment will be required to wait six months before being eligible to retake the test. Individuals with request for accommodations, refer to section five: disability accommodations & grievance policy.
7. Submit non-refundable application fee of \$100.
8. Complete a Financial Strategy and set up a financial plan
9. Sign Financial contract and Student Catalog Acknowledgement.
10. Complete and sign Enrollment Agreement, I Understand form, Student Arbitration Agreement, and Waiver form.
11. Laser is a stackable credential; students must submit proof of previous experiences in the esthetics field, such as an esthetics license, cosmetology license, etc.
12. Veterans Education Benefits Processing & Records Management Requirements, 38 CFR 21.4253(d)(3). Students utilizing Veteran Benefits are required to submit proof of all education, military transcripts, and military training attended prior to attending Penrose Academy. All prior training and credit will be evaluated, and credit will be given if deemed similar or equivalent to the classes the students need to take to earn their diploma from this institution. This only applies to students utilizing Veterans Benefits.

## **ACCEPTANCE PROCEDURE**

The Admissions Department reviews all applications for acceptance. Each application submitted must include all required information and supporting admissions materials described in the Enrollment Procedures section above. In addition, all applicants, including re-enrollments, must complete the entire becoming a student process. Once the applications are submitted, applicants are notified of their admission acceptance or denial in writing. Penrose Academy reserves the right to deny any applicant admission and to change entrance requirements without prior notice. Start dates are not guaranteed until the financial plan is finalized.

## **ENROLLMENT AGREEMENT**

Penrose Academy outlines the responsibilities and obligations between the school and the student in the Enrollment Agreement, which is distributed and agreed to by the student and a Penrose Academy representative before the scheduled start date.



## ENGLISH LANGUAGE PROFICIENCY ADMISSION REQUIREMENT

Students are advised that all educational materials, textbooks, and learning activities at Penrose Academy are conducted in English, including classroom activities, online education, student salon, student spa and student medspa areas, and professional development classes.

Applicants must provide documentation of English-language proficiency by submitting one of the following.

- U.S. high school diploma or equivalent (education completed in English).
- Documents verifying at least two years' service in the military.
- Postsecondary transcript or letter from the school's registrar verifying completion of courses with at least a C (70 percent) average from an institution where the language of instruction was English.

## FOREIGN DIPLOMAS OR TRANSCRIPTS

Penrose Academy will accept a foreign diploma or transcript; however, the diploma or transcript must show education obtained is equivalent to a U.S. high school diploma and must be translated into English. It is the student's responsibility to have the foreign diploma or transcript translated and evaluated as part of the admission process. Since 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). Student must provide a working email address and business website for verification purposes. Guidance on who to contact to secure an official translation and evaluation can be obtained from the Admissions Department.

## HIGH SCHOOL COMPLETION POLICY

Penrose Academy is required to review and evaluate completion documentation of high school level education for each student. To ensure compliance, a transcript complete with date of graduation or GED certificate is required as a condition of enrollment. In addition, Penrose Academy verifies all high school transcripts, including home schooled certifications, before enrolling the prospective student. The responsibility for verifying the high school completion begins with an Enrollment Services Coordinator. The Enrollment Services Coordinator determines the legitimacy of the high school completion by confirming details through websites, accrediting agencies and submitted documents. After reviewing, the Enrollment Services Coordinator passes the high school completion onto the Sr. Director of Admissions & Financial Aid for a second and final review.

All students whose high school completion are not accepted, are notified by email and eligible to appeal the process, which may require obtaining more documentation. Any discrepancies or questionable documentation will be reviewed by a High School Completion Review Committee that includes the Financial Aid Department. If the Financial Aid Department is not available, the President determines the allowability. In addition, Penrose Academy keeps a list of invalid schools in Arizona to use as a reference to ensure all high school completion documentation is valid.

Penrose Academy does not accept Ability To Benefit (ATB) students. If assistance is needed in completing a GED program, online resources may be found here: <http://www.ade.state.az.us/adult-ed/gedhome.asp>

Penrose Academy is committed to equal educational opportunity and does not discriminate on the basis of age, gender, race, religion, sexual orientation, pregnancy, ethnicity/national origin, disability, perceived gender or gender identity in admissions, career services, or any other activities. Applications will not be denied admission on the basis of any of the foregoing factors. However, applications must meet all requirements specified for admission.

## TRANSFER POLICY\*

Penrose Academy does not accept the transfer of student credits or hours from other institutions. An individual who has completed hours or credits at another institution must understand that by enrolling in a similar program at Penrose Academy, they will start at zero hours and must complete all required hours to graduate from a program at Penrose Academy. Penrose Academy's programs are measured in clock hours (not credits) and may or may not be transferable to other educational institutions.

\*VA beneficiaries must provide all proof of education. All prior training and credit will be evaluated, and credit will be given if deemed similar or equivalent to the classes the students need to take to earn their degree/certificate from this institution. This only applies to students utilizing VA benefits.

## 2024 PROGRAM START DATE CALENDAR\*

| Program            | Jan | Feb | Mar | April | May | June | July | Aug | Sep | Oct | Nov | Dec |
|--------------------|-----|-----|-----|-------|-----|------|------|-----|-----|-----|-----|-----|
| Cosmetology Hybrid |     | ✓   |     | ✓     |     | ✓    |      | ✓   |     | ✓   |     | ✓   |
| Hair Hybrid 4-day  |     | ✓   |     | ✓     |     | ✓    |      | ✓   |     | ✓   |     | ✓   |
| Hair Hybrid 2-day  |     |     |     |       |     |      |      | ✓   |     |     |     | ✓   |
| Esthetics 4-day    | ✓   | ✓   | ✓   | ✓     | ✓   |      | ✓    | ✓   | ✓   | ✓   |     | ✓   |
| Esthetics 2-day    |     |     | ✓   |       | ✓   |      |      | ✓   |     | ✓   |     |     |
| Esthetics Nights   |     | ✓   |     | ✓     |     | ✓    |      |     | ✓   |     | ✓   |     |
| Laser              |     |     |     |       |     |      |      |     |     | ✓   | ✓   | ✓   |
| Laser Middy        |     | ✓   |     | ✓     |     |      | ✓    |     |     |     |     |     |
| Laser Night        | ✓   |     | ✓   | ✓     | ✓   |      | ✓    | ✓   |     |     |     |     |

## 2024 TUITION AND FEES

| PROGRAM            | COST OF TUITION | KIT FEE<br>(books, supplies, tax) | APPLICATION FEE<br>(non-refundable) | TOTAL<br>INVESTMENT |
|--------------------|-----------------|-----------------------------------|-------------------------------------|---------------------|
| Cosmetology Hybrid | \$18,320        | \$2,530                           | \$100                               | \$20,950            |
| Hair Hybrid        | \$14,320        | \$2,530                           | \$100                               | \$16,950            |
| Esthetics          | \$12,675        | \$1,975                           | \$100                               | \$14,750            |
| Laser              | \$8,300         | \$350                             | \$100                               | \$8,750             |

### STUDENT KITS

Student kits are issued to each student on the first day of school and contain all the necessary tools and equipment to perform daily hands-on assignments and services on guests. To achieve a consistent, professional and efficient quality of education throughout the students' educational process, Penrose Academy selects proprietary items to include in this kit that follow our curriculum map. A representative from the Admissions Department will provide students with a list of required kit supplies for their program prior to enrollment and are given two options to acquire these items. The options will be explained in full detail to ensure both options provided are completely understood. All items purchased regardless of the option chosen, must be exact to the item description on the provided kit list and no substitutions will be permitted to maintain this consistency. All kit items are required to be in the student's possession on the start date regardless of the option chosen to acquire the item. Students must maintain equipment and replace broken or damaged articles to practice the hands-on portion of their education properly. Issued textbooks and kits must be in each student's possession every day.

### ISBN/TEXTBOOK INFORMATION

Penrose Academy provides the International Standard Book Number (ISBN) and retail price information for textbooks and supplemental materials for each program to each student during the enrollment process.

### MISCELLANEOUS SUPPLIES

Penrose Academy provides all equipment for all services performed in class and in the student spa/salon/medspa. The student understands that he/she may be required to incur additional costs for miscellaneous supplies or for misplaced or stolen items (all students are expected to secure kit items in their provided locker on campus or take items home). Additionally, the AZBCB requires specific tools/items for testing. Each student will be required to pay up to \$300 for his/her/their AZBCB Exam and licensing fees paid to Professional Credential Services, Inc. and AZBCB or \$30 for an ADHS Certificate application. Examination and licensing fees must be paid prior to taking the state exam. Each student will need to purchase these tools/items, not to exceed approximately \$300, prior to the first classroom day of the student's State Board preparation zone. Individuals licensed by the AZBCB or certified by ADHS will only be licensed/certified in the state of Arizona.

### PAYMENT POLICY

Students can pay in one of three ways; pay in full, pay with lending from outside sources and lenders (this may include Title IV funds) or on a periodic basis directly to the school. Students paying on a periodic basis are expected to pay in full one month prior to graduation unless another payment option is approved. Students will follow the payment plan established in the Financial Plan. If a student misses a payment, the student will not be allowed to clock in and accrue hours, may incur over contract costs, will be charged a late fee and must pay for hours missed until the balance is paid in full. Penrose Academy may suspend the student until the balance is paid in full.

### LATE FEE

Payments are due on the first of each month. If the payment is not received by 5:00pm on the 1<sup>st</sup> of the month, the student will incur a late fee of \$50 starting at 9:01pm on the 1<sup>st</sup> of the month as well as \$50 per day for every day thereafter.

### PROCESSING FEE

All Students paying tuition with a credit card, debit card, and PayPal payments are subject to credit card processing fees.

### PROGRAM REQUIREMENTS

Penrose Academy is required to collect personal data for verification of student identity. All costs associated with providing this data (diploma, certification, licensure, etc.) is the responsibility of the enrolling student.

### REQUESTING ADDITIONAL PROGRAM HOURS

Any student requesting to attend additional hours beyond the completion and graduation of the enrolled program in order to fulfill additional hours for another state's licensure may do so with the President's approval. If the student is maintaining Satisfactory Academic Progress at the time of completion of the program, that student will be charged a fee of \$10 per hour in addition to the regular fees for all programs.

### TRANSFER BETWEEN PROGRAMS

If a student requests to transfer between programs at Penrose Academy, the student must complete a Transfer Request Form and submit it along with the \$500 administrative fee to the Financial Aid department for a review of refund calculations. After Financial Aid has finished the review and calculations the transfer request will be submitted to the Student Services and Education department for review of scheduling/program availability. The review period for a transfer request may take up to 30 business days for determination. Upon approval, the student must withdraw from the currently enrolled program, where the refund policy will be applied as described in the Student Catalog and Enrollment Agreement. The student must then enroll in the new program and will incur all costs, fees and student kit costs as described in the Student Catalog except for the application fee. Financial Aid will be affected and could cause a possible delay. Due to the nature of each program's

curriculum delivery in sequential order and content, clock hours and academic courses may not transfer from one program to another.

The Hair Hybrid program is not eligible to transfer to the Cosmetology Hybrid program. Students in the Hair Hybrid program may enroll in the cosmetology Hybrid program after the completion of the Hair Hybrid program. Students must complete a Cosmetology Hybrid Continuation Request Form and submit it along with the \$500 administrative fee to the Financial Aid department for a review of tuition calculations and kits fees. After Financial Aid has finished the review and calculations the transfer request will be submitted to the Student Services and Education department for review of scheduling and program availability. The review period for a Cosmetology Hybrid Continuation may take up to 30 business days for determination.

### **TRANSFER TO DIFFERENT SCHEDULE**

If a student requests to transfer to a different schedule at Penrose Academy, the student must complete a Transfer to Different Schedule Request Form and submit it along with the \$100 administrative fee to the Student Services department for a review of scheduling and program availability. The review period for a transfer request may take up to 30 business days for determination.

### **RECRUITING ACTIVITIES**

Penrose Academy ensures that recruiting activities are ethical and materials used in recruiting accurately describe our mission, instructional outcomes, student performance expectations and completion requirements of our programs. Penrose Academy aspires to educate and conduct business to the highest ethical standard and all employees have signed our Code of Ethical Conduct acknowledging to abide by and adhere to these standards.

### **SCHOLARSHIPS**

Penrose Academy may offer in house scholarships based on criteria decided by the President. Any student who withdraws or is terminated prior to completion of the full program hours will forfeit the scholarship. In addition, the amount of the scholarship will become due in full, including any monies as calculated and due from the Institutional Refund policy and Return to Title IV applied to the student's ledger per all withdrawals or termination. For more information on current scholarships, please visit [www.penrose.edu](http://www.penrose.edu).

### **ADDITIONAL FINANCIAL BENEFITS**

Penrose Academy welcomes students eligible for receiving WIOA and Tribal benefits. Students using WIOA or Tribal benefits must complete all enrollment procedures as previously listed in the Admissions section.

### **FINANCIAL AID**

Penrose Academy does not endorse or recommend any one lender for financial assistance and will work with whichever lender a student chooses. Financial Aid is available to those who qualify. Qualified individuals who choose to accept any financial aid offers are responsible to repay any loans, private or Title IV, regardless of whether the student is successful in completing the program and obtaining employment.

Financial Aid student eligibility criteria and general information can be found at [www.studentaid.gov](http://www.studentaid.gov). All Title IV funds are awarded based on each student's individual eligibility. A student's eligibility will be determined by filing a Free Application for Federal Student Aid (FAFSA). The application can be found online at [www.studentaid.gov](http://www.studentaid.gov). The student must be fully enrolled at Penrose Academy before any Title IV aid will be disbursed on the student's behalf. All information regarding student loans and Parent PLUS loans will be submitted to the National Student Loan Data System (NSLDS) and will be accessible by guaranty agencies, lenders and institutions determined to be authorized users of the data system.

Once a valid FAFSA has been received on campus, the student's eligibility will be presented to the student. At this time, a financial aid representative will contact the student to inform them of their eligibility, terms and conditions of the student loan(s) as well as the student's right to decline any aid.

Private education loans are also available to students. Penrose Academy does not have a preferred lender list and encourages students and parents to obtain funding from any institution that offers the best terms and conditions and to always compare terms with Title IV funds.

If the student has Title IV loans in repayment, they may defer repayment on the loans while enrolled full time at Penrose Academy. For assistance in deferring student loans, please contact the Financial Aid Department at 408.222.9540 or by email at [financialaid@penrose.edu](mailto:financialaid@penrose.edu).

All students maintain the right to reject any financial aid or other assistance. A Financial Aid representative is available for questions and assistance including information on terms of any loan received by a student as part of the financial assistance package, sample loan repayment schedules for sample loans and the necessity for repaying loans at Penrose Academy, 480.222.9540 or by email at [financialaid@penrose.edu](mailto:financialaid@penrose.edu). Please refer to our website [www.penrose.edu](http://www.penrose.edu) for more information on graduation rates, placement rates, median student loan debt and other consumer information required by the U.S. Department of Education.

Penrose Academy uses a local average for the cost of attendance expenses through a student survey. Budgets are calculated by multiplying the advertised completion time of each program by the monthly figure for each budget component. Please contact the Financial Aid Department for further information. The budgeting figures for the 2020-2021 Award Year are as follows:

| <b>Living with Parents/No Dependents</b> |                 | <b>All Others</b>      |                   |
|--|-----------------|------------------------|-------------------|
| Room and Board                           | \$646 per month | Room and Board         | \$2,470 per month |
| Transportation                           | \$350 per month | Transportation         | \$354 per month   |
| Personal/Miscellaneous                   | \$284 per month | Personal/Miscellaneous | \$341 per month   |

## LOAN COUNSELING

Students choosing to participate in Federal Financial Aid will be contacted to communicate the student's estimated total award, make decisions on all loans, and, if accepting loans, to schedule a loan counseling session with a Financial Aid representative. The student is also required to complete the U.S. Department of Education online entrance counseling session and sign a Master Promissory Note (MPN) at <https://studentloans.gov>.

Loan Entrance Counseling will review information such as the Financial Aid Award Letter, Title IV Authorization Form and the Master Promissory Note (MPN). Students choosing to participate in Federal Financial Aid must complete the online Entrance Loan Counseling prior to any funds being disbursed.

The table below outlines the disbursement schedule of each program:

| PROGRAM            | 1 | 301 | 451 | 901 | 1201 |
|--------------------|---|-----|-----|-----|------|
| Cosmetology Hybrid | ✓ |     | ✓   | ✓   | ✓    |
| Hair Hybrid        | ✓ |     | ✓   | ✓   |      |
| Esthetics          | ✓ | ✓   |     |     |      |

Any student borrowing funds for the first time will experience a delay of Direct Loan disbursement for 30 days.

Upon completion, withdrawal or termination of a program, a student who has received student loans must complete an exit interview with the Financial Aid representative. Additionally, online Exit Counseling must be completed at [www.studentaid.gov](http://www.studentaid.gov), before the student will be considered having met all graduation requirements and is mandatory prior to releasing the student's hours to the AZBCB.

## MAINTAINING FINANCIAL AID ELIGIBILITY

Students must maintain a 95% attendance and an 80% GPA in order to be considered making Satisfactory Academic Progress (SAP) in a program for the purpose of receiving financial assistance. Please refer to the Satisfactory Academic Progress (SAP) section in this catalog for more information.

## STUDENT'S RIGHT TO CANCEL

This agreement and the student's enrollment can be terminated only by written notice from one party to the other. Said notice or cancellation, if by student, must be in writing and shall be emailed, mailed, or delivered to Penrose Academy's Student Services Department or President in person. If Penrose Academy is terminating the student, all documentation will be done onsite unless the student does not return to school, which will then result in Penrose Academy mailing all documentation. Said cancellation is effective upon postmark of the notice or date notification is delivered in person. The refund policy is outlined below. If a student does not notify Penrose Academy that he/she is withdrawing, formal termination shall be based on the 14th consecutive calendar day of no communication and/or staff determination. Refund/Amount Due policy and Return to Title IV will be based on the last day of attendance per each policy.

## REFUND/AMOUNT DUE POLICY

All refunds are calculated as of the student's last date of attendance. If the student withdraws, he/she shall be fully responsible for all amounts defined below. Any monies to be returned to the student shall be refunded within 45 days of written cancellation or withdrawal notice by the student, from the date we terminate the student or determine withdrawal by the student, regardless of notice received from the student. If amount due is owed to Penrose Academy by the student, the student has 60 days to make the payment or commit to a payment plan if approved by President.

If written notice of withdrawal is received by Penrose Academy on the day of the start of coursework or prior, Penrose Academy will retain or require only the nonrefundable application fee of \$100, unless class is canceled by administration after enrollment, then all monies will be refunded within 45 days of the start date.

Upon commencement of scheduled hours there is no refund for kit items and books received by the student. The following table outlines the refund amounts by percentages, not to include the non-refundable application fee as described above, student kit fee and where applicable administrative fees, if a student withdraws or is terminated after the first day of coursework and upon commencement of scheduled hours. "Scheduled Hour(s)" means the hours defined by Penrose Academy course calendar, regardless of whether a student was in attendance.

| Percentage of Total Scheduled Hours to Program Length | Total Actual Hours Scheduled |                    |                 |            | Percentage of Tuition Owed to Penrose Academy | Percentage of Tuition Penrose Academy Will Refund |
|---|------------------------------|--------------------|-----------------|------------|---|---|
|   | Cos Hybrid (1500)            | Hair Hybrid (1000) | Esthetics (600) | Laser (88) |   |   |
| Up to 10%   | 1-149                        | 1-99               | 1-59            | 1-7        | 10%   | 90%   |
| After 10% until the end of 25%                        | 150-374                      | 100-249            | 60-149          | 8-21       | 50%   | 50%   |
| After 25% until the end of 50%                        | 375-749                      | 250-499            | 150-299         | 22-43      | 75%   | 25%   |
| After 50%   | 750-1500                     | 500-1000           | 300-600         | 44-88      | 100%  | 0%  |

## REFUND TIME FRAME

Any amounts to be refunded to the student shall be paid within 45 days of Penrose Academy receiving written notification of withdrawal or termination. If amount due is owed to Penrose Academy by the student, the student has 60 days to make the payment or risk their account going to collections.

## RETURN OF TITLE IV FUNDS (R2T4)

As stated in the Refund/Amount Due Policy, any student who has not visited the school prior to enrollment may withdraw without penalty within three days of attending orientation or visiting the school. If student withdraws or has enrollment terminated, the following policy is set forth for all Title IV funds:



Federal Financial Aid is awarded to student contingent upon the student attending classes and successfully completing the entire payment period. If the student fails to complete the payment period successfully, the student may be responsible for repaying part or all of the Federal Financial Aid. The Financial Aid office is required by federal regulations to recalculate federal financial aid eligibility for students who withdraw, drop out, are terminated (voluntary or involuntary) or take a leave of absence (extreme crisis; only upon approval by President) prior to completing 60% of a payment period.

Earned Title IV Funds are federal Title IV funds used to cover education costs according to the length of time the student was enrolled before withdrawing. The amount of funds earned is directly proportional to the time enrolled, through 60% of a payment period; the financial aid office recalculates eligibility for Title IV funds. Recalculation is based on the percentage of earned aid using the following Federal Return of Title IV funds formula:

Percentage of payment period completed the number of clock hours the student was scheduled to complete in the period as of the day the student withdrew divided by the total clock hours in the payment period. This percentage is also the percentage of earned aid. If a student earned less aid than was disbursed, Penrose Academy would be required to return a portion of the funds and the student would be required to return a portion of the funds. Keep in mind that when Title IV funds are returned, the student borrower may owe a balance to Penrose Academy. If a student earned more aid than was disbursed to him/her, Penrose Academy would owe the student a post-withdrawal disbursement which must be paid within 180 days of the student's withdrawal. Penrose Academy must return the amount of Title IV funds for which is responsible no later than 45 days after the date of the determination of the student's withdrawal.

Refunds are allocated in the following order:

1. Unsubsidized Direct Stafford Loans (other than PLUS loans)
2. Subsidized Direct Stafford Loans
3. Direct PLUS Loans
4. Federal Pell Grants for which a return of funds is required

### **WITHDRAWAL/TERMINATION**

Students who withdraw from any program are required to empty the assigned locker and gather all personal items. Any items left behind by the student will be stored for 30 days, at which time the items become the property of Penrose Academy. Students wishing to transfer to another institution must pay all monies owed to Penrose Academy and all applicable academic requirements must be met for the hours to be released. Upon withdrawal or termination, access to the online learning portal will be disabled.

### **RE-ENROLLMENT**

In the case of the following situations, students may pay a re-entry fee of \$500, in addition to any over contract costs on the contracted graduation date and/or change in tuition costs:

- a. Student was terminated from a program for not meeting SAP and allowed re-entry through the formal appeal process, submitting a written appeal to the President within 30 days of termination. An appeal submitted after 30 days of termination, will not be accepted and the student will be ineligible for re-enrollment.
- b. Student withdrew from a program meeting Satisfactory Academic Progress and decided to re-enroll in the same program within a 12-month period or approved by the President. In extreme cases, the President reserves the right to waive re-enrollment fee.
- c. Re-enrollment after 12 months or after any curriculum changes could require complete re-enrollment at Hour 1/Zone 1 and purchase of new kit with approval of Director of Education.
- d. A technical evaluation by the Director of Education may be required for re-entry.
- e. Requests for re-enrollment must be made three months prior to the desired start date.

Re-entry is allowed after withdrawal based on full payment of prior balance owed to Penrose Academy, provided there is availability in a future class start date. Extenuating circumstances will be reviewed by the President on a case-by-case basis.

### **REQUIREMENTS FOR AN APPEAL LETTER**

- Heading: Include your contact information and the date.
- Addressed: Address it to the relevant person or department.
- Introduction: State the purpose of the letter and mention the decision you're appealing.
- Reason for Appeal: Explain why you believe the decision was incorrect, with supporting evidence.
- Supporting Documents: Attach relevant documents.
- Proposed Resolution: Describe what you hope to achieve through the appeal.
- Signature: Sign it by hand or digitally.
- Contact Information: Ensure your contact details are accurate.

### **COLLECTIONS POLICY**

If a student or guarantor has a balance owed to Penrose Academy at the time of withdrawal/graduation, payment must be made within 60 days of withdrawal. If payment plans are necessary, the maximum term is 60 months.

Any unpaid accounts aged 60 days will be referred to a collection agency for resolution. Should Penrose Academy incur collection costs or legal fees under this agreement, the student/guarantor promises to be responsible for charges incurred, to pay all additional costs, charges, collection fees and expenses, including reasonable attorney's fees and costs.

### **OVER CONTRACT CHARGES**

Students who attend past the scheduled hours must pay the remaining hourly fee as listed below (please note that the contracted graduation date will differ from the date of the graduation ceremony). Any hours missed throughout the program may place the student in over contract and the student would incur charges below. While documentation does not reduce over contract fees, students with extreme documented medical conditions may have the over contract charges reviewed by

the President. Students with documented mental and/or physical disabilities will be eligible for a review of charges as they relate to the disability.

All over contract charges can be paid in full on the student's last day. If a student is unable to pay over-contract charges in full on their last day of attendance, they will have 60 days to set up a payment plan using ACH or credit card.

During their graduation checkout with student services, students will receive an invoice of their fees due and will sign a document acknowledging their balance and detailing the options and steps to set up a payment plan. If no payments are made or no payment plan is set up, the charges will be sent to collections in 60 days.

Penrose Academy offers opportunities for students to makeup hours throughout enrollment in a program. Bonus hours may be offered throughout the week outside of student scheduled hours. Students must check the Penrose app for bonus hour opportunities. Refer to the Bonus Hours and Minimizing Over Contract Fees section for more information. For students with accommodations and/or failed SAP checkpoints (on attendance probation), individual arrangements will be made.

### OVER CONTRACT CHARGES AND GRACE PERIODS (FREE OF CHARGE)

Students must complete the required number of hours to graduate. If a student has missed any scheduled hours due to an absence, the student must continue attending school after the contract graduation date and accrue hours 'over contract' to compensate for any hours missed, until a student has clocked the number of hours required for completion of the enrolled program. Students needing to attend school after the contract graduation date to complete required hours will adhere to the following over contract guidelines:

| Enrolled Program   | Total Over Contract Hours Charged<br>\$0.00 per hour (free of charge) | Total Over Contract Hours Charged<br>\$10.00 Per Hour |
|--------------------|---|---|
| Cosmetology Hybrid | 1-60  | 61+   |
| Hair Hybrid        | 1-45  | 46+   |
| Esthetics          | 1-30  | 31+   |
| Laser*             | 1-8   | 9+  |

\*Laser students experiencing extreme medical conditions must have over-contract hours approved by the President.

### EXCUSED ABSENCES

An excused absence will be granted when a student is on an educational trip such as Study in the States and Study Abroad. Excused absences may also be granted when a student is absent from school for a circumstance identified as legitimate, valid and/or reasonable by the President and/or Director of Education, such as a death in the immediate family or mandatory military leave.

### BONUS HOURS AND MINIMIZING OVER CONTRACT FEES

Penrose Academy offers opportunities for students to makeup hours throughout enrollment in a program. Bonus hours may be offered throughout the week outside of student scheduled hours. Students must check the Penrose app for bonus hour opportunities. Students may only participate in these bonus hours if attendance is under 100% and may not use bonus hours as an opportunity to fast track through the program. Penrose Academy's Education Department will oversee curriculum during these hours. Bonus hours are a privilege and if a student breaks any policies, the student may lose the opportunity to participate. For students with accommodations and/or failed SAP checkpoints (on attendance probation), individual arrangements will be made.

### SATISFACTORY ACADEMIC PROGRESS (SAP)

Satisfactory Academic Progress (SAP) in academic work and attendance is a requirement for all Penrose Academy students. SAP helps ensure students are moving toward successful completion of the program in a timely manner or risk losing Financial Aid eligibility, incur fees or loss of enrollment.

Satisfactory Academic Progress includes maintaining an 80% Cumulative GPA and a 95% attendance. Penrose Academy will round up percentages to the nearest hundredth, for example, a student with an attendance of 94.5 or above will be rounded up to 95% attendance.

Penrose Academy determines SAP by monitoring students throughout enrollment and completing a formal evaluation at an "evaluation checkpoint." Evaluation checkpoints for enrolled students receiving Financial Aid are scheduled at the end of the first payment period for Esthetics programs; at the end of the first and second payment periods for students enrolled in the Hair Hybrid Program; and at the end of the first, second and third payment periods for students enrolled in the Cosmetology Hybrid Program, using a 900-hour academic year for the purposes of Title IV.

### EVALUATION CHECKPOINTS

| PROGRAM            | 1 | 301 | 451 | 901 | 1201 |
|--------------------|---|-----|-----|-----|------|
| Cosmetology Hybrid | ✓ |     | ✓   | ✓   | ✓    |
| Hair Hybrid        | ✓ |     | ✓   | ✓   |      |
| Esthetics          | ✓ | ✓   |     |     |      |

Students who meet all expectations and requirements at the time of the evaluation checkpoint, including both attendance and academics, will be considered as making Satisfactory Academic Progress (SAP) and are eligible to receive financial aid disbursements if they qualify.

Failure to meet SAP will lead to enrollment termination, rendering the student ineligible for Title IV financial aid unless an appeal is approved. Students failing to meet attendance and/or academic progress requirements at an evaluation checkpoint will receive written notification or be notified through the Penrose app by the Student Services department.



Student may be placed on "Warning" or "Probation" (pending a successful appeal process) or have Financial Aid terminated. Students in Cosmetology Hybrid, Hair Hybrid, and Esthetics programs are expected to complete within a 150% timeframe unless otherwise approved by the President.

If a student can provide medical documentation such as proof of a doctor's appointment, proof of surgery or proof of hospitalization to account for hours missed from the program, these hours will not count against the student when calculating SAP attendance checkpoints. All documentation should be submitted to Student Services upon return to school and will not be applied if presented after the student has hit an SAP checkpoint.

### **WARNING**

If a student fails to meet Satisfactory Academic Progress (SAP) at an evaluation checkpoint, they will receive a written warning notification from the Student Services department, putting them at risk of enrollment termination.

Penrose Academy may consider it reasonable to believe that the student can meet SAP at the next evaluation checkpoint and, therefore, assigns a "Warning" status. Students under a "Warning" remain eligible for Title IV Financial Aid. However, at the next evaluation checkpoint, the student is expected to meet SAP. Failure to do so will result in a notification of enrollment termination.

A student who has previously received a warning notification, putting them at risk of enrollment termination, and fails to re-establish satisfactory status will face termination at the second SAP checkpoint.

### **PROBATION**

Students failing to meet Satisfactory Academic Progress (SAP) for two consecutive checkpoints will receive a notice of failed SAP and be placed on suspension. During this period, they may not return to their program until the appeal process is completed. The student will be informed of the appeal process, as explained below.

Upon approval of the appeal, the student will be placed on "Probation" and allowed to receive Title IV Financial Aid if the plan for improving SAP is followed within a specified time frame. Valid medical documentation may be used to excuse absences during the probation period.

### **RE-ESTABLISHING SATISFACTORY ACADEMIC PROGRESS (SAP)**

If a student has been placed on probation and is meeting the minimum requirements for both academics and attendance at the end of the probationary period, by making up missed hours and failed tests, the student may re-establish Satisfactory Academic Progress and eligibility of Title IV Funding.

### **SAP APPEAL PROCESS**

If a student fails to meet SAP, they can appeal for reconsideration and be placed on "Probation," allowing them to resume enrollment and receive Title IV Financial Aid.

1. Student is placed on suspension.
2. Student files an appeal within 3 business days.
3. The Director of Student Services notifies the student of the appeal date and time.
4. The "Board of Grievances," appointed by the Director of Student Services and consisting of staff members, reviews the written appeal. They may request an in-person interview with the student. A determination is made and provided to the student in writing within 10 business days with the following outcomes:
  - If the SAP appeal is granted, the student is placed on "Probation" and provided a Corrective Action Plan (CAP). The CAP outlines specific actions and deadlines for the student to maintain Financial Aid eligibility and enrollment, progressing toward successful program completion. The CAP may extend beyond one evaluation checkpoint, and the student is eligible to receive Title IV Financial Aid while following it.
  - If the appeal is denied, the student is terminated, and if applicable, Title IV Financial Aid is not reinstated, with the student being notified.
  - If the student fails to maintain the CAP by the next evaluation checkpoint, termination occurs, and if applicable, Title IV Financial Aid eligibility is lost.

### **ACADEMIC WORK**

Students engage in theory and practical assignments, special projects and hands-on learning. Theory is evaluated by written exams following each unit of study. Practical assignments are evaluated throughout the program and prior to performing services in the Student Salon, Student Spa and Student MedSpa. Practical skills are evaluated according to textbooks and educator guidelines provided in each practical and any potential performance standards established by the AZBCB and ADHS. Students must maintain a cumulative grade point average of 80% or higher to be considered maintaining Satisfactory Academic Progress. Academics are monitored monthly by Penrose Academy staff/faculty. Student's progress through the programs in zones: The Cosmetology Hybrid program is organized into six zones, the Hair Hybrid program has four zones on the four-day schedule and five zones on the two-day schedule, the Esthetics four-day program is organized into four zones, the Esthetics two-day and night programs are organized into three zones and the Laser program has two zones. All students are required to pass a final written and practical exam prior to graduation.

### **GRADING SCALE**

| <b>A</b>      | <b>B</b>     | <b>C</b>     | <b>D</b>     | <b>F</b>            |
|---------------|--------------|--------------|--------------|---------------------|
| <b>95-100</b> | <b>90-94</b> | <b>86-89</b> | <b>80-85</b> | <b>79 and below</b> |

Penrose Academy allows one exam re-take if the score received is below 80%. However, the maximum grade a student may receive on the re-taken exam is an 80%. A student may appeal a grade given through the appeal process as described in this Student Catalog. Additionally, all retakes or makeup exams must be scheduled by the classroom educator and taken within the same academic zone as the exam was scheduled.

## **ACADEMIC AUDITS**

Student progress is audited on occasion and without notice by the Director of Education. Hours attended, and exams/tests taken are two criteria used to determine if a student may move into the next zone of study. If a student has failed a course or zone, that student may be required to re-take the zone with a passing grade as determined by the Director of Education. Additional audits may be added throughout the program and without notice.

## **GRADUATION REQUIREMENTS**

Penrose Academy has set forth the following requirements for completion of a program and does not guarantee licensure in any state. Satisfying the AZBCB requirements, including:

1. Completing contracted amount of program hours
2. Maintaining an 80% or higher academic grade point average throughout the program
3. Maintaining a 95% or higher attendance average throughout the program
4. Follow all rules and regulations of the AZBCB and Penrose Academy
5. Successful completion of a Final Exam
6. Complete Exit Counseling for all federal loan recipients

After these requirements have been met, Penrose Academy will present the student a Penrose Academy diploma. In the state of Arizona, to practice cosmetology, hairstyling or esthetics services on the public, one must take and pass the Arizona State Licensure Exam, administered by the AZBCB and receive a license to practice learned skills on the public. To practice cosmetic laser treatments on the public upon successful completion of a laser technician program, one must submit an application to, and receive a current certificate from, the ADHS.

## **DISTANCE EDUCATION**

Distance Education is defined as learning that students will complete online and off campus. Students will log on to the Penrose Academy online learning platform. They will be assigned theory chapters or sub-chapters to complete as assigned by the classroom educator.

Students are scheduled two to nine and a half hours a week for distance education depending on enrolled program. These hours are calculated towards the student's contract date. All hours must be completed by logging into the online platform for the student to graduate by the student's contract date.

Students are not permitted to work on these assignments during school hours, unless during scheduled check-ins with zone educators or administrative staff for academic counseling, which is highly encouraged. The zone educator or a member of Penrose Academy's Education Department will interact, and monitor student's progression and completion and the Director of Education and Student Services department will monitor all student activity using the online platform.

To receive the full amount of the scheduled hours weekly for each specific assignment, the student must log the actual hours in the platform by the assignment due date. Upon completion of distance education assignments, the hours recorded using the online learning platform will be entered in the student software program and submitted to the AZBCB.

The student registered and enrolled in the Distance Education program must be the same student participating and completing the academic work to receive the academic credit and hours. Only the exact amount of time spent learning on the Penrose Academy Online Platform will be submitted, not to exceed the scheduled hours weekly.

## **STUDENT SERVICES**

Students are routinely advised on attendance and academic issues. Penrose Academy Student Services department makes reasonable effort to maintain close communication with all students and monitors student progress throughout their programs as well as after graduation. Students have access to faculty and administrative staff for both career and academic advising.

Student Services staff members are available to help students with test retakes, academic accommodations, Satisfactory Academic Progress (SAP), attendance, academic counseling and job placement during office hours. Penrose Academy's policies and procedures are available digitally and printed upon request to Student Services. Students experiencing personal problems that require professional help will be referred to the appropriate agency(s) or organization(s).



**SECTION FOUR: VETERAN'S EDUCATION BENEFITS**

Penrose Academy is qualified to accept Veterans Education Benefits for those who qualify (Esthetics and Laser programs only). Veterans and dependents of veterans will need to contact VA to apply for and determine benefit coverage. The website to apply/inquire is <http://va.benefits.vba.va.gov/vonapp/main.asp>.

Academy will review all submissions and grant credit as deemed appropriate; Academy is not approved for Yellow Ribbon benefits.

**TITLE 38 us Code 3679**

In accordance with Title 38 US Code 3679 subsection (e), (Ch. 31 and Ch. 33) Penrose Academy will not prevent a student's enrollment, assess a late penalty fee, require a student to secure alternative funding, or deny a student access to any educational resources available to other students who have satisfied their tuition and other fees, upon any pending payments from the VA.

**PENROSE ACADEMY REFUND POLICY FOR VETERAN BENEFITS**

If written notice of withdrawal is received by Penrose Academy on the day of the start of coursework or prior, Penrose Academy will retain or require only the nonrefundable application fee of \$100. Upon commencement of Scheduled Hours there is no refund for kit items and books received by the student.

The table below outlines the refund amounts by percentages, if a student withdraws or is terminated after the first day of coursework and upon commencement of scheduled hours.

| Percentage of Total Scheduled Hours to Program Length | Percentage of Tuition Owed to Penrose Academy | Percentage of Tuition Penrose Academy Will Refund |
|---|---|---|
| Up to 10%   | 10%   | 90%   |
| After 10% up to 20%                                   | 20%   | 80%   |
| After 20% up to 30%                                   | 30%   | 70%   |
| After 30% up to 40%                                   | 40%   | 60%   |
| After 40% up to 50%                                   | 50%   | 50%   |
| After 50%   | 100%  | 0%  |

**ACADEMIC WORK FOR STUDENTS RECEIVING VETERANS EDUCATION BENEFITS**

Students engage in theory and practical assignments, special projects and hands-on learning. Theory is evaluated by written exams following each unit of study. Practical assignments are evaluated throughout the program and prior to performing services in the Student Spa and Student MedSpa. Practical skills are evaluated according to textbooks and educator guidelines provided in each practical and any potential performance standards established by the AZBCB and ADHS. Students must maintain a cumulative grade point average of 80% or higher to be considered maintaining Satisfactory Academic Progress. Academics are monitored monthly by Penrose Academy staff/faculty. Student's progress through the programs in zones: Esthetics will go through Zones 1-4 and Laser will go through Zones 1-2. All students are required to pass a final written and practical exam prior to graduation.

**GRADING SCALE FOR STUDENTS RECEIVING VETERANS EDUCATION BENEFITS**

| A      | B     | C     | D     | F            |
|--------|-------|-------|-------|--------------|
| 95-100 | 90-94 | 86-89 | 80-85 | 79 and below |

Penrose Academy allows one exam re-take if the score received is below 80%. However, the maximum grade a student may receive on the re-taken exam is an 80%. A student may appeal a grade given through the appeal process as described in this Student Catalog. Additionally, all retakes or makeup exams must be scheduled by the classroom educator and taken within the same academic zone as the exam was scheduled.

**SATISFACTORY ACADEMIC PROGRESS FOR STUDENTS RECEIVING VETERANS EDUCATION BENEFITS**

Satisfactory Academic Progress (SAP) in academic work and attendance is a requirement for all Penrose Academy students. SAP helps ensure students are moving toward successful completion of the program in a timely manner or risk losing Veterans Education Benefits eligibility, incur fees or loss of enrollment.

Satisfactory Academic Progress includes maintaining an 80% Cumulative GPA and a 95% in Attendance. Penrose Academy will round up percentages to the nearest hundredth. For example, if a student with an attendance of 94.5% the percentage will be rounded up to a 95% attendance.

Penrose Academy determines Satisfactory Academic Progress by monitoring students throughout enrollment and completing a formal evaluation at an "evaluation checkpoint." Students meeting all expectations and requirements at the time of evaluation checkpoint, both attendance and academics, will be considered making Satisfactory Academic Progress and are eligible to receive veteran's education benefits disbursements.

**EVALUATION CHECKPOINTS FOR STUDENTS RECEIVING VETERANS EDUCATION BENEFITS**

| PROGRAM   | 30 | 60 | 300 | 450 |
|-----------|----|----|-----|-----|
| Esthetics |    |    | ✓   | ✓   |
| Laser     | ✓  | ✓  |     |     |

Students who meet all expectations and requirements at the time of the evaluation checkpoint, including both attendance and academics, will be considered as making Satisfactory Academic Progress (SAP) and are eligible to receive veteran's education benefit disbursements if they qualify.

Failure to meet SAP will lead to enrollment termination, rendering the student ineligible for veteran's education benefits unless an appeal is approved. Students failing to meet attendance and/or academic progress requirements at an evaluation checkpoint will receive written notification or be notified through the Penrose app by the Student Services department.

A student may be placed on "Warning" or "Probation" (pending a successful appeal process) or have veteran's education benefit eligibility terminated. Students in Esthetics and Laser programs are expected to complete within a 150% timeframe unless otherwise approved by the President.

If a student can provide medical documentation such as proof of a doctor's appointment, proof of surgery, or proof of hospitalization to account for hours missed from the program, these hours will not count against the student when calculating SAP attendance checkpoints. All documentation should be submitted to Student Services upon return to school and will not be applied if presented after the student has hit an SAP checkpoint.

#### **WARNING FOR STUDENTS RECEIVING VETERANS EDUCATION BENEFITS**

If a student fails to meet Satisfactory Academic Progress (SAP) at an evaluation checkpoint, they will receive a written warning notification from the Student Services department, putting them at risk of enrollment termination.

Penrose Academy may consider it reasonable to believe that the student can meet SAP at the next evaluation checkpoint and, therefore, assign a "Warning" status. Students under a "Warning" remain eligible to receive veteran's education benefits. However, at the next evaluation checkpoint, the student is expected to meet SAP. Failure to do so will result in a notification of enrollment termination.

A student who has previously received a warning notification, putting them at risk of enrollment termination, and fails to re-establish satisfactory status will face termination at the second SAP checkpoint.

#### **PROBATION/SAP FOR STUDENTS RECEIVING VETERANS EDUCATION BENEFITS**

Students failing to meet Satisfactory Academic Progress (SAP) for two consecutive checkpoints will receive a notice of failed SAP and be placed on suspension. During this period, they may not return to their program until the appeal process is completed. The student will be informed of the appeal process, as explained below.

Upon approval of the appeal, the student will be placed on "Probation" and allowed to receive veteran's education benefits if the plan for improving SAP is followed within a specified time frame. Valid medical documentation may be used to excuse absences during the probation period.

#### **RE-ESTABLISHING SATISFACTORY ACADEMIC PROGRESS (SAP) FOR STUDENTS RECEIVING VETERAN'S EDUCATION BENEFITS**

If a student has been placed on probation and is meeting the minimum requirements for both academics and attendance at the end of the probationary period by making up missed hours and failed tests, the student may re-establish Satisfactory Academic Progress and eligibility for veteran's education benefits.

#### **SAP APPEAL PROCESS FOR STUDENTS RECEIVING VETERANS EDUCATION BENEFITS**

If a student fails to meet SAP, they can appeal for reconsideration and be placed on "Probation," allowing them to resume enrollment and receive veteran's education benefits.

1. Student is placed on suspension.
2. Student files an appeal within 3 business days.
3. The Director of Student Services notifies the student of the appeal date and time.
4. The "Board of Grievances," appointed by the Director of Student Services and consisting of staff members, reviews the written appeal. They may request an in-person interview with the student. A determination is made and provided to the student in writing within 10 business days with the following outcomes:
  - If the SAP appeal is granted, the student is placed on "Probation" and provided a Corrective Action Plan (CAP). The CAP outlines specific actions and deadlines for the student to maintain eligibility for veteran's education benefits and enrollment, progressing toward successful program completion. The CAP may extend beyond one evaluation checkpoint, and the student is eligible to receive veteran education benefits while following it.
  - If the appeal is denied, the student is terminated, and if applicable, the veteran's education benefits are not reinstated, with the student being notified.
  - If the student fails to maintain the CAP by the next evaluation checkpoint, termination occurs, and if applicable, the veteran's education benefits eligibility is lost.

#### **OVER-CONTRACT FEES FOR STUDENTS RECEIVING VETERANS EDUCATION BENEFITS**

Veteran's education benefits cannot be extended to cover any over-contract fees accrued by a student exceeding the program length.

#### **TRANSFER POLICY\***

Penrose Academy does not accept the transfer of student credits or hours from other institutions. An individual who has completed hours or credits at another institution must understand that by enrolling in a similar program at Penrose Academy, they will start at zero hours and must complete all required hours to graduate from a program at Penrose Academy. Penrose Academy's programs are measured in clock hours (not credits) and may or may not be transferable to other educational institutions.

\*VA beneficiaries must provide all proof of education. All prior training and credit will be evaluated, and credit will be given if deemed similar or equivalent to the classes the students need to take to earn their degree/certificate from this institution. This only applies to students utilizing VA benefits.



## SECTION FIVE: DISABILITY ACCOMMODATION & GRIEVANCE POLICY

### STATEMENT OF NON-DISCRIMINATION AND ACCOMMODATION

Penrose Academy does not discriminate on the basis of disability in its admissions practices or other policies. The licensing requirements and physical expectations for courses offered at the school may restrict some applicants. Questions regarding licensing requirements and the physical expectations of the industry may be answered by the President.

Penrose Academy is committed to providing accommodations for enrolled students who have documented disabilities and are entitled to a reasonable accommodation to ensure that they have full and equal access to the educational resources at Penrose Academy under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) ("Section 504") and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12182) ("ADA") and their related statutes and regulations. Section 504 prohibits discrimination on the basis of disability in any program or activity receiving federal financial assistance. The ADA prohibits a place of public accommodation from discriminating on the basis of disability. The applicable law and regulations may be examined in the office of the ADA Compliance Coordinator, who has been designated to coordinate the efforts of the Institute to comply with Section 504 and ADA.

It is the responsibility of the student to seek available assistance at Penrose Academy and to request reasonable accommodations prior to the first day of the program.

Additionally, Penrose Academy is not obligated to provide accommodations that fundamentally alter any of the school's programs. In a case where the request is unreasonable, the coordinator will promptly search for an equally effective alternative for the student that would not alter the program fundamentally and offer this accommodation to the student.

#### ADA Compliance Coordinator:

Andria Young, Director of Student Services  
13402 N. Scottsdale Road Suite B-160, Scottsdale, AZ 85254  
480.222.9540 ext. 208  
[andria@penrose.edu](mailto:andria@penrose.edu)

#### HANDICAPPED ACCESS

Penrose Academy is readily accessible with handicapped restroom facilities for disabled individuals. While the facility is handicap accessible and the academy adheres to the American with Disabilities Act, some of the Student Salon or Student Spa services may require the ability to climb on top of a spa bed/pedicure chair to receive or give that service. Also, our programs require manual dexterity which may not be suitable for all individuals.

#### PHYSICAL EXPECTATIONS

Each program consists of physical expectations of each student to successfully complete a program, including:

- Commitment to professional development for long term success.
- Time spent standing, bending and taking care of guests.
- Time spent interacting with diverse types of people.
- Repetitive motions for fingers, hands, arms, etc.
- Exposure to chemicals and lasers (lightener, perms, relaxers, chemical peels, acrylic monomers/polymers, lasers, etc.).
- Physical contact from educators and fellow classmates during demonstration.

#### REQUESTS FOR ACCOMMODATION

Individuals with disabilities wishing to request a reasonable accommodation must contact the ADA Compliance Coordinator. A disclosure of a disability or a request for an accommodation made to a faculty or staff member, other than the ADA Compliance Coordinator, will not be treated as a request for an accommodation. However, if a student discloses a disability to faculty or staff member, he or she is required to direct the student to the ADA Compliance Coordinator.

The ADA Compliance Coordinator will provide a student or applicant with a Request for Reasonable Accommodations form. Reasonable accommodations are available for students and applicants who provide the appropriate documentation of a disability. Such documentation should specify that a student has a physical or mental impairment, how that impairment substantially limits one or more major life activities and how the disability affects the student's functions in a learning environment (academic\*, attendance or both). In general, the supporting documentation must be dated less than three years from the date a student requests a reasonable accommodation (may be waived upon President's approval) and must be completed by a qualified professional in the area of the student's disability as enumerated in the following table:

| Disability                      | Qualified Professional   |
|---------------------------------|--|
| Physical disability             | MD, DO   |
| Visual impairment               | MD, Ophthalmologist, Optometrist   |
| Mobility, orthopedic impairment | MD, DO   |
| Hearing impairment              | MD, Audiologist (Au.D) *audiology exam should not be more than a year old                |
| Speech and language impairment  | Licensed speech professional   |
| Learning disability             | PhD Psychologist, college learning disability specialist, other appropriate professional |
| Acquired brain impairment       | MD Neurologist, Neuropsychologist  |
| Psychological disability        | Psychiatrist, PhD Psychologist, LMFT or LCSW   |
| ADD/ADHD                        | Psychiatrist, PhD Psychologist, LMFT or LCSW   |
| Other disabilities              | MD who practices or specializes within the field of the disability                       |

Documentation used to evaluate the need and reasonableness of potential accommodations may include a licensed professional's current medical diagnosis and date of diagnosis, evaluation of how the student's disability affects one or more of the major life activities and recommendations, psychological and/or emotion diagnostic tests, functional effects or limitations of the disability, and/or medications and recommendations to ameliorate the effects or limitations.

Penrose Academy may request additional documentation as needed and may, at its discretion, waive the requirement for medical documentation to support accommodation requests that relate to obvious impairments and/or are minimal in nature. Requested accommodations which compromise the essential elements of the course of study, may not be reasonable. Students must seek assistance prior to the start of the course of study. Prospective students who fail to seek reasonable accommodations at the beginning of the course of study may find that the scope of available accommodations becomes limited.

After the ADA Compliance Coordinator receives the Request Form and the required documentation, he/she will engage the student or applicant in an interactive process to determine what available accommodations may be reasonable.

If the student or applicant is denied the requested accommodation, he/she may file a grievance using the Grievance Process below or he/she may file a complaint with the U.S. Department of Education's Office for Civil Rights or a similar state entity.

Penrose Academy will make appropriate arrangements to ensure that disabled persons are provided other accommodations, if needed, to participate in this grievance process. The ADA Compliance Coordinator will be responsible for such arrangements.

\*Students requiring academic accommodations may not exceed 100% in attendance. Individual accommodations will be provided by the Director of Education.

### **STUDENT APPEAL**

If a student disagrees with any accommodation decision made by the ADA Compliance Coordinator, the student may appeal the accommodation decision.

### **GRIEVANCE PROCEDURE**

Penrose Academy grievance procedure provides a prompt and equitable resolution of complaints alleging any action prohibited by Section 504 and/or the ADA.

Any person who believes she/he has been subjected to discrimination on the basis of disability, including disagreements regarding requested accommodations, may file a grievance pursuant to the procedure outlined below. The Institute will not retaliate against anyone who files a grievance in good faith or cooperates in the investigation of a grievance.

1. Grievances must be submitted to the ADA Compliance Coordinator. Grievances must be submitted to the ADA Compliance Coordinator, within 30 days of the date the person filing the grievance becomes aware of the alleged discriminatory action.
2. A complaint must be in writing, containing the name and address of the person filing it. The complaint must state the problem or action alleged to be discriminatory and the remedy or relief sought.
3. The ADA Compliance Coordinator shall investigate the complaint and afford all interested persons an opportunity to submit relevant evidence. The Complainant may also present witnesses relative to the complaint. The ADA Compliance Coordinator will maintain the files and records relating to such grievances.
4. All reasonable efforts will be made to provide a written determination to the student or applicant within 30 days after its filing. If a written determination cannot be made within 30 days of the complaint's filing, the ADA Compliance Coordinator will so advise the student and provide an update as to the status of the investigation. The student may also contact the ADA Compliance Coordinator to inquire as to the status of the investigation at reasonable intervals.
5. The person filing the grievance may appeal the decision of the ADA Compliance Coordinator to Penrose Academy's Director of Education within 15 days of receiving the ADA Compliance Coordinator's decision. The Academy Director of Education shall issue a written decision in response to the appeal no later than 30 days after its filing.

Andria Young, Director of Student Services  
13402 N. Scottsdale Road Suite B-160, Scottsdale, AZ 85254  
480.222.9540 | [missy@penrose.edu](mailto:missy@penrose.edu)

6. The availability and use of this grievance procedure does not prevent a person from filing a complaint of discrimination based on disability with the U. S. Department of Education's Office for Civil Rights and/or a similar state agency.
7. Penrose Academy will take all steps to prevent recurrence of any proven harassment or other discrimination and to correct discriminatory effects where appropriate.



## SECTION SIX: ACADEMIC PROGRAMS

### COSMETOLOGY HYBRID PROGRAM OVERVIEW

The Cosmetology Hybrid Program requires 1500 completed hours. While completing these required hours students will participate in all school assemblies, distance education online assignments, theory classes and hands-on instruction. This program consists of six zones, each with a specific focus. For the first zone of this program students will be in a classroom environment practicing hands-on skills through workshops on mannequins, student peers and recruited models (refer to program syllabus for specific number of hours). After completing Zone 1 of the program and passing the required test out, students will advance to the Student Salon Floor to continue with the hands-on experience while practicing on the general public. A student will cover and build upon the following topics throughout the program:

|                             |                               |                                   |
|-----------------------------|-------------------------------|-----------------------------------|
| Shampooing & Conditioning   | Haircutting                   | Texture Services                  |
| Scalp Care                  | Hair Additions and Extensions | Product Knowledge                 |
| Massage Techniques          | Braiding                      | Safety and Sanitation Practices   |
| The Structure of Hair       | Men's Grooming                | Infection Control                 |
| Hair Diseases and Disorders | Hairstyling                   | Local Laws, Rules and Regulations |
| The Salon Business          | Haircoloring                  | Skincare                          |
| Massage Techniques          | Skin Diseases and Disorders   | The Layers of the Skin            |
| Facial Makeup               | Hair Removal                  | Manicuring                        |
| The Structure of the Nail   | Pedicuring                    | Nail Diseases and Disorders       |

### HAIR HYBRID PROGRAM OVERVIEW

The Hair Hybrid Program requires 1000 completed hours. While completing these required hours students will participate in all school assemblies, theory classes and hands-on instruction. This program consists of four zones, each with a specific focus. For the first zone of this program students will be in a classroom environment practicing hands-on skills through workshops on mannequins, student peers and recruited models (refer to program syllabus for specific number of hours). After completing Zone 1 of the program and passing the required test out, students will advance to the Student Salon Floor to continue with the hands-on experience while practicing on the general public. A student will cover and build upon the following topics throughout the program:

|                             |                               |                                   |
|-----------------------------|-------------------------------|-----------------------------------|
| Shampooing & Conditioning   | Haircutting                   | Texture Services                  |
| Scalp Care                  | Hair Additions and Extensions | Product Knowledge                 |
| Massage Techniques          | Braiding                      | Safety and Sanitation Practices   |
| The Structure of Hair       | Men's Grooming                | Infection Control                 |
| Hair Diseases and Disorders | Hairstyling                   | Local Laws, Rules and Regulations |
| The Salon Business          | Haircoloring                  |                                   |

### ESTHETICS PROGRAM OVERVIEW

The Esthetics Program requires 600 completed hours. While completing these required hours students will participate in all school assemblies, theory classes and hands-on instruction. This program consists of four zones, each with a specific focus. For the first zone of this program students will be in a classroom environment practicing hands-on skills through workshops on mannequins, student peers and recruited models (refer to program syllabus for specific number of hours). After completing Zone 1 of the program and passing the required test out, students will advance to the Student Spa to continue with the hands-on experience while practicing on the general public. A student will cover and build upon the following topics throughout the program:

|                        |                                 |                    |
|------------------------|---------------------------------|--------------------|
| Facial Treatments      | Eyelash Enhancements            | Chemical Peels     |
| Skin Care              | Facial Hair Tinting             | Microneedling      |
| The Layers of the Skin | Exfoliation                     | Dermaplaning       |
| The Spa Business       | Safety and Sanitation Practices | Lash Services      |
| Facial Makeup          | Infection Control               | Product Knowledge  |
| Hair Removal           | Local Laws, Rules & Regulations | Massage Techniques |




### LASER PROGRAM OVERVIEW

The Laser Program requires 88 completed hours and offers an additional 12 optional clinical hours. While completing these required hours students will participate in didactic classes and hands on instruction. This program consists of two zones, each with a specific focus. For the first zone of this program students will be in a classroom environment practicing hands-on skills through workshops on student peers and recruited models. After completing Zone A of the program, students will advance to the student MedSpa to continue with the hands-on experience while practicing on the general public. The curriculum includes:

|                            |  |                                |
|----------------------------|--|--------------------------------|
| Radio Frequency Treatments | Spider Vein Reduction                  | TriBella                       |
| Body Contouring            | Scar Treatments                        | Medical Surveillance           |
| Pigment Reduction          | Skintag Removal                        | Laser Fundamentals             |
| RF Microneedling           | Safety, Sanitation & Infection Control | Non-Ablative Skin Resurfacing  |
| Photofacial                | Thermocoagulation Treatments           | Non-Ablative Tattoo Reduction  |
| Vascular Reduction         | Skin Tightening                        | Medical Surveillance Practices |
| Milia Removal              | Laser Hair Reduction                   |                                |

## SECTION SEVEN: STUDENT-RIGHT-TO-KNOW INFORMATION

Penrose Academy tracks and makes available annual performance with respect to student completion, licensure and placement rates as reported to the Integrated Postsecondary Education Data System (IPEDS) to any enrolled or prospective student. The requirement from our accrediting agency, COE, is 60% Completion, 70% Licensure and 70% Placement. The following table is provided as a reference to the reported rates\*. For a more disaggregated breakdown of these rates visit the College Navigator link on the Penrose Academy website at [www.penrose.edu](http://www.penrose.edu).

| COMPLETION RATE   | LICENSURE RATE  | PLACEMENT RATE  |
|---|---|---|
|  94% |  85% |  88% |

\* The above rates are the average of all programs offered at Penrose Academy as reported to COE for the most recent annual report.

For the first zone of this program students will be in a classroom environment practicing hands-on skills through workshops on mannequins, student peers and recruited models (refer to program syllabus for specific number of hours). Penrose Academy does not guarantee employment upon graduation. However, Penrose Academy offers placement assistance through our Career Fairs, coaching with our Student Services Department and maintains a current list of job openings and opportunities for both enrolled students and graduates. This listing is located on the Penrose app under Jobs. Specific staff members are designated to serve on a Placement Team that visits local salons, spas, medspas, nail salons/spas and industry related businesses to build a rapport and familiarize them with our school and student body.

Penrose Academy graduates have multiple opportunities to be employed in the industry. Provided below are examples of some, yet not all, of these industry related employment opportunities, that have been obtained by previous graduates.

|                             |   |                   |
|-----------------------------|---|-------------------|
| Hairstylist                 | Esthetician                                 | Nail Technician   |
| Color Specialist            | Salon/Spa Owner                             | Salon/Spa Manager |
| Makeup Artist               | Sales Representative                        | Sales Consultant  |
| Medical Esthetician         | Laser Technician                            | Freelance Artist  |
| Manufacturer Representative | Stylist for film, theater, fashion or print | Platform Educator |

### PROGRAM CAREER/OCCUPATION INFORMATION

The U.S. Department of Education requires Penrose Academy to disclose Standard Occupation Codes (SOC) of each Program, as listed below. Also disclosed are the links to Career Occupational Guides as posted on the O-NET website for each program offered at Penrose Academy.

| PROGRAM  | STANDARD OCCUPATION CODE  |
|--|---|
| <b>Cosmetology Hybrid</b><br>Major Group: 39-0000   Minor Group: 39-5000 | SOC: 39-5012 Hairdressers, Hairstylists and Cosmetologists<br><a href="http://www.onetonline.org/link/summary/39-5012.00">http://www.onetonline.org/link/summary/39-5012.00</a> |
| <b>Hair Hybrid</b><br>Major Group: 39-0000   Minor Group: 39-5000        | SOC: 39-5012 Hairdressers, Hairstylists and Cosmetologists<br><a href="http://www.onetonline.org/link/summary/39-5012.00">http://www.onetonline.org/link/summary/39-5012.00</a> |
| <b>Esthetics</b><br>Major Group: 39-5090                                 | SOC: 39-5014 Skincare Specialists<br><a href="http://www.onetonline.org/link/summary/39-5094.00">http://www.onetonline.org/link/summary/39-5094.00</a>                          |
| <b>Laser</b><br>Major Group: 39-5090                                     | SOC: 39-5014 Skincare Specialists   |

### STUDENT RECORDS & RIGHT OF ACCESS AND PRIVACY

The Family Educational Rights and Privacy Act (FERPA) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. Penrose Academy respects the privacy and security of Personally Identifiable Information (PII) and educational records. Penrose Academy does not publish private student information; however, Section 99.37 of FERPA permits Penrose Academy to disclose, upon request, directory information (student's name, address, telephone number, date and place of birth, field of study, dates of attendance) without the student's consent unless the student has otherwise directed Penrose Academy, in writing. The school provides and permits access to student and other school records as required by the AZBCB.

Student records are maintained for a minimum of three years. Student records/files are only available to restricted staff, COE and certain government agencies may gain access to all students' files at any time.

**Collection and Use of Personal and Educational Records:** Penrose Academy collects information from various sources including but not limited to a student's enrollment application and forms. We also obtain information due to transactions students have with us or that we have with third parties on a student's behalf. We use that information to provide students with products and/or services students have requested from us and to comply with reporting and/or other legal requirements or mandates.

**Safeguarding Records:** Penrose Academy keeps student educational and financial records in secure offices and in a manner so to maintain them safely (storage cabinets, fireproof file cabinets, etc.). Penrose Academy maintains physical, electronic and procedural safeguards that comply with the regulations and leading industry standards. A student's non-public personal information is restricted to staff/faculty members Penrose Academy has determined to have legitimate educational interests.

This includes contractors, consultants or other parties to which Penrose Academy has outsourced institutional services or functions.

**Release of Information with Student Consent:** Students (or parent/guardian of dependent minors) may authorize the release of information to outside/third parties if they wish. Requests must be made to the Student Services, Education, Financial Aid, Admissions or Compliance Departments in writing. This request must include the desired record, purpose of and party/class of parties to disclose the information to. Blanket releases are not permitted. Information will not be released without the student's (or parent/guardian of dependent minors) consent.

**Release of Information without Student Consent:** FERPA permits the disclosure of PII (Personally Identifiable Information) from students' education records, without consent of the student, if the disclosure meets certain conditions of the FERPA regulations. PII is any data that could potentially identify a specific individual. Any information that can be used to distinguish one person from another can be considered PII. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information and disclosures to the student, FERPA regulations requires Penrose Academy to record the disclosure. Eligible students have a right to inspect and review their record of disclosures. Penrose Academy may disclose PII from the education records without obtaining prior written consent of the student to:

- Accrediting bodies, the U.S. Department of Education, the Secretary of Education or State, the U.S. Attorney General and others, relating to our status as a candidate school for programs, in connection with an audit or evaluation of Federal or State supported education programs or for the enforcement of/compliance with Federal legal requirements related to those programs.
- Comply with a judicial order or lawfully issued subpoena.
- Appropriate officials in connection with a health or safety emergency.
- Parents of an eligible student if the student is a dependent for IRS tax purposes.
- A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceeding with respect to that alleged crime or offense, regardless of the finding.
- The general public, as a final result of a disciplinary proceeding, if Penrose Academy determines the student is an alleged perpetrator of a crime of violence or non-forcible sex offense and the student has committed a violation of rules or policies with respect to the allegation made against him or her.
- Parents of a student under the age of 21, if Penrose Academy determines the student committed a disciplinary violation of any Federal, State or local law or of any rule or policy of Penrose Academy that governs the use or possession of alcohol or a controlled substance.
- Determine, if necessary, the eligibility, amount of aid or enforcement of the terms and conditions relating to financial aid a student has applied for or received.
- Organizations conducting studies for or on behalf of Penrose Academy to develop, validate or administer predictive tests, administer student aid programs or improve instruction.
- Accrediting organizations to carry out their accrediting functions.

Records will be released to such agencies to fulfill the duties, directives or orders of such or to assist Penrose Academy in fulfilling its missions and objectives and will be indicated on file if such a review has been performed.

**Student Rights:** Penrose Academy guarantees each student (or parent/guardian of dependent minors) the right to access their records and to consent to or withhold the disclosure of Personally Identifiable Information (PII). Penrose Academy does not currently produce a student directory; however, should a directory be published in the future students will have the right to withhold PII from it. Such a request should be made in writing to the Academy President.

Students have the right to inspect and review educational records. Requests must be made in writing and will be complied to within 45 days of the request. During a review of educational records, if an item(s) is found to be inaccurate, misleading, or otherwise in violation of a student's privacy rights under FERPA, a written request may be submitted, including any supporting documentation that proves the information is incorrect, to the President to amend the information. A written response explaining the outcome of the request will be provided.

If a student feel Penrose Academy has failed to comply with the requirements of FERPA, the student has the right to file a written complaint with the U.S. Department of Education concerning the alleged failures. Written complaints should be mailed to: Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, SW, Washington, DC 20202

**HIPAA & FERPA:** HIPAA (Health Insurance Portability and Accountability Act of 1996) is a United States legislation that provides data privacy and security provisions for safeguarding medical information. HIPAA applies to Health Care Providers, private benefit plans and health care clearinghouses. HIPAA does not apply to other types of organizations whose receipt or maintenance of health records is incidental to their normal course of business. FERPA provides safeguards of education records and does not limit what records a school may obtain, create or maintain.

Penrose Academy follows requirements for the privacy of health records (HIPAA). The Student Services and Education Departments maintain health records for students requesting services, waivers or accommodations. Receipt and maintenance of health records is well established. If a health record is used to make a decision in regard to a student's education program the health record may be construed to be an education record, in which case the normal FERPA provisions for safeguarding the record would apply.

**Health and Safety Exemption Requirement:** A health and safety exception permits the disclosure of PII from a student's record in case of an immediate threat to the health or safety of students or other individuals. Penrose Academy only discloses PII from an education record to appropriate parties in connection with an emergency *if* knowledge of the information is necessary to protect the health or safety of the student or other individuals.

## SECTION EIGHT: EXPECTATIONS OF STUDENTS ON OUR CAMPUS

### COMMUNITY INVOLVEMENT

Penrose Academy's exclusive charity of choice is Homeless Youth Connection. Throughout the year, Penrose Academy offers opportunities for students and staff to participate in charitable and community events that directly benefit the Homeless Youth Connection. Student involvement depends on GPA, attendance and general compliance with the student catalog/student enrollment agreement.

### STUDENT GUIDELINES

Through meaningful educational experiences, Penrose Academy educates, empowers and connects our students to their professional goals. To achieve that goal, it is our responsibility to maintain an environment that is safe, relevant, educational and consistent with our mission.

In addition to this obligation, Penrose Academy feels that all members of this educational environment are set up for success through the ideas, policies and information contained in this Student Catalog. By reading and signing this catalog, both Penrose Academy and the student accept responsibility for each other within our community.

Penrose Academy has established these policies to ensure the safety and well-being of this community and to respond promptly and accurately to actions that are contrary to our purpose and mission. Penrose Academy's Student Catalog seeks in its disciplinary function to impart the purpose and mission of this community.

As stated in the Enrollment Agreement, students acknowledge and agree to be bound by the terms and conditions defined in this Student Catalog. A student failing to comply with the rules and regulations set forth in this Student Catalog may face termination prior to completion of the program. Should any of these guidelines not be adhered to, the student may not benefit from the program as intended. Proper student conduct is important for the culture of the school, as it is our desire to lead everyone toward success. Penrose Academy complies with all local, state and federal laws that apply.

When a student's conduct or behavior adversely impacts Penrose Academy's community, the educational programs are jeopardized, and all are at risk. Behavior that is in violation of local, state or federal law will not be tolerated. In these cases, Penrose Academy does not provide protection from prosecution by law enforcement agencies.

### STUDENT CODE OF CONDUCT

This code of conduct guides students in personal behavior that reflects Penrose Academy's mission and culture. It supports and maintains a professional, safe, and healthy learning environment that promotes students' academic, social, and professional growth.

While attending school during regular hours or participating in school-sponsored activities, students are expected to:

- **Practice Professionalism:** Commit to education and engage respectfully and honestly with the Penrose community.
- **Be Accountable:** Take responsibility for personal success and handle critical feedback constructively.
- **Stay Engaged:** Prioritize learning, minimize distractions, and be prepared and punctual for classes and clinical sessions.
- **Maintain Respect:** Use school-appropriate language and behavior, follow educator instructions, and respect classroom rules and expectations.
- **Support Others:** Encourage fellow students and avoid becoming a distraction.
- **Value Attendance:** Regular attendance is crucial for success and to maximize educational benefits.

### PROHIBITED CONDUCT

**Sex-Based Harassment** is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity, that is:

- 1) **Unwelcome Conduct** determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to Penrose Academy's Education Program or Activity. Such conduct may include, but is not limited to, unwelcome sexual advances, requests for sexual favors, verbal or physical conduct of a sexual nature, sexual exploitation sexual coercion, sexual touching, and fondling, the touching of an unwilling person's intimate parts, and forcing an unwilling person to touch another's intimate parts.
- 2) **Quid Pro Quo Harassment** An employee, agent, or other person authorized by the recipient to provide an aid, benefit, or service under the recipient's education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct.
- 3) **VAWA Offenses** Domestic violence, dating violence, sexual assault, and stalking. (as defined in VAWA -34 U.S.C. § 12291) **Specific Offenses:**
  - i. **Sexual Assault** meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
  - ii. **Dating Violence** means violence committed by a person:
    - a) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
    - b) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
      1. The length of the relationship;
      2. The type of relationship; and
      3. The frequency of interaction between the persons involved in the relationship;
  - iii. **Domestic Violence** meaning felony or misdemeanor crimes committed by a person who:
    - a) Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of the recipient, or a person similarly situated to a spouse of the victim;
    - b) Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;



- c) Shares a child in common with the victim; or
- d) Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction; or
- iv. **Stalking** means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
  - a) Fear for the person's safety or the safety of others; or
  - b) Suffer substantial emotional distress.
- 1) **Hostile Environment Harassment** Unwelcome sex-based conduct that, based the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the recipient's education program or activity (*i.e.*, creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
  - i. The degree to which the conduct affected the complainant's ability to access the recipient's education program or activity;
  - ii. The type, frequency and, duration of conduct;
  - iii. The parties' ages, roles within the recipient's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
  - iv. The location of the conduct and the context in which the conduct occurred; and
  - v. Other sex-based harassment in the recipient's education program or activity.
- 2) **Sexual Misconduct Offenses:**
  - i. Actions constitute sexual misconduct include, but are not limited to, inappropriate comments, jokes, gestures, and the posting of images. This conduct is defined as any unwanted and distressful behavior that is sexual in nature, including harassment, bullying, or victimization.
- 3) **Discrimination:**
  - i. Prohibited based on race, color, national origin (Title VI of the Civil Rights Act of 1964), sex (Title IX of the Education Amendments of 1972), disability (Section 504 of the Rehabilitation Act of 1973), and age.
- 4) **Retaliation Offenses:**
  - i. Intimidation, threats, coercion, or discrimination against individuals who participate in grievance procedures or report violations is strictly prohibited.
- 5) **False Statements:**
  - i. Knowingly making false statements or submitting false information during the grievance process is prohibited.
  - ii. Making false statements or providing false information to Penrose Academy personnel is prohibited.
- 6) **Weapons and Violence:**
  - i. The possession of weapons on campus, including vehicles, is strictly prohibited. The use of firearms imposes severe disciplinary sanctions, including legal action. Engaging in acts of violence, including physical harm, bodily harm, or threatening the safety of another student or Penrose Academy employee, is prohibited.
- 7) **Audio/Video Recording:**
  - i. Videotaping and audio recordings are not allowed at any time unless approved by the President. Photography of another student and/or guests may occur only with the permission of students and/or guests.
- 8) **Bullying:**
  - i. Bullying, defined as any harmful or intimidating behavior communicated via verbal, physical, or by electronic means.
- 9) **Drugs, Alcohol and, Tobacco:**
  - i. Manufacturing, distribution, dispensing, possession, or use of drugs (including medical marijuana), alcohol, or related paraphernalia on campus, including any property owned or leased by Penrose Academy, as well as during any academic activities. Prescription and over-the-counter medications are permitted, provided they do not impair safe participation in academic activities.
  - ii. Use of all tobacco products including e-cigarettes and vaping is prohibited on campus.
- 10) **Disruptive Behavior:**
  - i. Any actions or behaviors that significantly interfere with the normal operations of the environment, obstruct the learning or work of others, or create an atmosphere of intimidation, hostility, or undue stress are prohibited. This includes but is not limited to, loud or repeated interruptions, physical or verbal aggression, obstructive or inappropriate use of technology, and refusal to follow established guidelines or directives.
- 11) **Academic Dishonesty:**
  - i. Cheating or plagiarizing is prohibited. This includes, but is not limited to, giving and receiving answers; unauthorized use of external assistance, resources, or materials that are not explicitly permitted; copying the work of others; falsifying data or records; collaborating in an unauthorized manner; and using technology in prohibited ways during assessments or assignments.
- 12) **Other Prohibited Conduct:**
  - i. Using profane, obscene, or ethically offensive language
  - ii. Possessing pornographic material
  - iii. Theft (from another student or Penrose Academy)
  - iv. Gambling on campus

## **DISCIPLINARY SANCTIONS**

Students who commit these offenses will face strong disciplinary sanctions. Some of these offenses violate state and federal laws, and many of them directly threaten the well-being and safety of the students or the Penrose Academy Community. Upon determination that violations of prohibited conduct have occurred, the following disciplinary sanctions may be imposed:

- Warning
- Early dismissal
- Suspension
- Termination of enrollment

Suspension includes suspension from campus and all school activities during the suspension period.

## **STUDENT COMPLAINT POLICY**

It is the policy of Penrose Academy to maintain a harmonious school environment. Penrose Academy encourages students to express concerns about school related issues, including communication, interpersonal conflict, and other conditions.

Students are encouraged to raise concerns with their immediate Educator, Director of Education or Student Services Department. If not resolved at this level, a student may submit in writing a formal complaint.

All students and employees, regardless of their positions, are covered by and expected to comply with this policy and are to take appropriate measures to ensure that prohibited conduct does not occur. Appropriate disciplinary action will be taken against any student or employee who violates this policy. Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination of enrollment/employment.

Penrose Academy assures that all students filing a complaint can do so without fear of retaliation or reprisal.

## **STUDENT COMPLAINT PROCEDURE**

Penrose Academy has established the following procedure for filing a complaint and will treat all aspects of the procedure confidentially to the extent reasonably possible.

1. Students should complete a student complaint form. Student complaint forms are available to students via Penrose app, or a hard copy can be obtained in the Student Services office.
2. Complaints should be submitted as soon as possible after an incident has occurred, in writing to the Student Services department or to the Director of Education. If the complaint is on either the Student Services department or the Director of Education, submit the complaint in writing, to the President.
3. The complaint will be reviewed upon receipt.
4. An investigation will be launched to determine whether there is a reasonable basis for considering that the alleged violation of this policy occurred.
5. During the investigation, the complainant, the respondent and any witnesses will be interviewed to determine whether the alleged conduct occurred.
6. Upon conclusion of an investigation, the person conducting the investigation will submit a written report of his or her findings. If it is determined that a violation of this policy has occurred, appropriate disciplinary action will be recommended. The appropriate action will depend on the following factors:
  - a) the severity, frequency and prevalence of the conduct.
  - b) prior complaints made by the complainant;
  - c) prior complaints made against the respondent; and
  - d) the quality of the evidence (e.g., firsthand knowledge, credible corroboration).
7. If the investigation is inconclusive or if it is determined that there has been no violation of policy, but potentially problematic conduct may have occurred, appropriate preventive action may be taken.
8. Once a final decision is made, either the Director of Education or the Director of Student Services will meet with the complainant and the respondent separately and notify them of the findings of the investigation. If disciplinary action is to be taken, the respondent will be informed of the nature of the discipline and how it will be executed.

## **GRIEVANCE PROCEDURE FOR STUDENT COMPLAINTS**

Any complaint not resolved at the level of filing a complaint, and student may submit, in writing, a signed grievance to the President. Complaints or grievances against the President shall be submitted to the Owner and CEO of Penrose Academy.

After receiving a written grievance, Penrose Academy may hold a meeting with the student, employee, the department head, and any other individuals who may assist in the investigation or resolution of the issue. All discussions related to the grievance will be limited to those involved with, and who can assist with, resolving the issue.

In the event that a grievance may not be resolved at the institutional level, a formal grievance may be filed with the Council on Occupational Education, Arizona Board of Barbering and Cosmetology.

### **Council on Occupational Education**

7840 Roswell Rd. Bldg. 300 Ste. 325  
Atlanta, GA 30350  
(770) 396-3898  
[www.council.org](http://www.council.org)

### **Arizona Board of Barbering and Cosmetology**

1740 W. Adams St. Suite 4400  
Phoenix, AZ 85007  
(480) 784-4539  
[www.bcb.az.gov](http://www.bcb.az.gov)



## APPEAL PROCESS

Students that have been terminated due to a student code of conduct violation, may follow an appeal process for reinstatement to be reconsidered for re-enrollment and be placed on "Probation".

- A. Student must submit a written appeal of termination to the President, Sr. Director of Admissions & Financial Aid or Student Services Department during regular business hours, and within 3 business days of student receiving a written determination of termination. Appeal must contain the following:
  - Why the student violated the Student Code of Conduct Policy.
  - What has changed that will allow the student to adhere to the Student Code of Conduct Policy.
- B. Appeal will be reviewed by a "Board of Grievances" as appointed by the President and made up of staff members. The written appeal will be reviewed (and the board may request an in-person interview with the student) and a determination made and provided to the student in writing within 10 business days with one of the following determinations:
  1. If a student appeals and the termination appeal is granted, the student will be placed on "Probation" and provided a CAP (Corrective Action Plan). A student's CAP will provide a detailed plan for each student to follow for successful adherence to the Student Code of Conduct Policy throughout the duration of their program, and student will be notified.
  2. If a student's appeal is denied, the termination is determined as final, attendance status will not be reinstated, and student will be notified.

## RECORDKEEPING

Penrose Academy will maintain student complaint records for a period of seven years.

## SUBSTANCE ABUSE PREVENTION POLICY

### Commitment to a Drug-Free Campus:

Penrose Academy is dedicated to maintaining a campus free from substance abuse. Employees and students are prohibited from consuming, possessing, selling, purchasing, or being under the influence of alcohol or illegal drugs, as defined by federal law, on any property owned or leased by Penrose Academy, including vehicles and while conducting company business. Legally prescribed and over-the-counter drugs are permitted if used as prescribed and do not impair safe performance of duties or training.

### Reporting and Accommodation:

Employees should inform their department heads if prescribed medication may impair job performance or safety. Students should report similar concerns to Student Services. Reasonable accommodations will be considered to support safety and compliance.

### Enforcement and Disciplinary Actions:

Penrose Academy has a zero-tolerance policy towards substance abuse. Employees and students found to be impaired by drugs or alcohol while at work or school are subject to disciplinary actions, up to and including termination of employment or enrollment. Reports of substance abuse should be made to the department head, the President, or Student Services. Immediate reporting is required if substance use poses an imminent safety threat, with failure to report also resulting in disciplinary action.

### Health Risks and Legal Consequences:

Substance abuse can lead to serious health issues, including respiratory failure, heart attack, and overdose, and increases the risk of transmittable diseases. Legally obtained drugs can also impair judgment and coordination. Penrose Academy prohibits any use that affects safety and compliance, both on and off campus, and will enforce this policy up to legal prosecution under Arizona law.

### Testing and Inspections:

To enforce this policy, Penrose Academy reserves the right to conduct drug and alcohol testing and to inspect property on school premises where there is reasonable suspicion of policy violation. This may include the use of drug-detection dogs.

### Resources and Prevention:

This policy does not alter the at-will employment relationship between Penrose Academy and its employees. Violations may lead to criminal prosecution consistent with local, state, and federal laws.

### General Provisions:

This policy does not alter the at-will employment relationship between Penrose Academy and its employees. Violations may lead to criminal prosecution consistent with local, state, and federal laws.

- **Dangerous Drugs** - § 13-3407, possessing or using dangerous drugs is a Class 4 felony. In Arizona, a "dangerous drug" is generally defined as any narcotic that is not marijuana. Including the possession of cocaine, methamphetamine, amphetamines, anabolic steroids, hallucinogenic drugs, and certain prescription medications.
- **Narcotics** - § 13-3408 makes it a felony offense to possess narcotic drugs in Arizona. Cocaine, heroin, and oxycodone are all classified as narcotic drugs in Arizona. If a person is caught in possession of narcotic drugs, they may face either probation or prison time, depending on their criminal history.
- **Marijuana** - Voters in Arizona passed Prop 207, a statewide ballot initiative legalizing the possession, use, and commercial sale of marijuana for adults. The Act permits those age 21 or older to possess up to one ounce of cannabis and directs revenue from retail cannabis sales to fund various public education and safety programs. In addition, adults may cultivate up to six plants for non-commercial purposes in a private residence. The law took effect on November 30, 2020.
  - Possession by those under the age of 21 is a civil penalty for a first offense, a petty offense for a second

- offense, and a class 1 misdemeanor for a third offense.
- o Use in public is classified as a petty offense.
- o Possession for the personal use of more than one ounce but less than 2.5 ounces of marijuana is a petty offense punishable by a maximum fine of \$300.
- o Possession for the personal use of fewer than 2 pounds of marijuana is a Class 6 felony, punishable by a minimum sentence of 6 months, a maximum sentence of 1.5 years, and a minimum fine of \$1000 or a fine to exhaust the proceeds of the drug offense. In addition, if probation is granted after conviction for this offense, the offender will face a mandatory sentence of 24 hours of community service.
- o Possession for the personal use of 2-4 pounds of marijuana is a Class 5 felony, punishable by a minimum sentence of 9 months, a maximum sentence of 2 years, and a minimum fine of \$1000 or a fine to exhaust the proceeds of the drug offense. In addition, if probation is granted after conviction for this offense, the offender will face a mandatory sentence of 24 hours of community service.
- o Possession for the personal use of more than 4 pounds of marijuana is a Class 4 felony, punishable by a minimum sentence of 1.5 years, a maximum sentence of 3 years, and a minimum fine of \$1000 or a fine to exhaust the proceeds of the drug offense. In addition, if probation is granted after conviction for this offense, the offender will face a mandatory sentence of 24 hours of community service.

**DUI** - In Arizona, Driving Under the Influence of drugs or alcohol is illegal for adults and minors. Arizona has strong penalties for DUI.

- o **First offense:** You will be jailed for ten consecutive days and fined no less than \$1,250. You will also be required to undergo alcohol screening/education/treatment, equip any vehicle you operate with a certified ignition interlock device, and be ordered to perform community service.
- o **Second and subsequent offenses:** You will be jailed for not less than 90 days, fined at less than \$3,000, and your license will be revoked for 12 months. You will also be required to undergo alcohol screening/education/treatment, equip any vehicle you operate with a certified ignition interlock device, and be ordered to perform community service.
- **Extreme DUI** - This category of DUI applies to a person with an alcohol concentration of 0.15 or higher.
  - o **First offense:** You will be jailed for under 30 consecutive days with no probation or suspended sentence eligibility and fined not less than \$2,500. You will also be required to undergo alcohol screening/education/treatment and be ordered to perform community service and equip any vehicle you operate with a certified ignition interlock device.
  - o **Second and subsequent offenses:** You will be jailed for not less than 120 days, fined not less than \$3,250, and your license will be revoked for 12 months. You will also be required to undergo alcohol screening, education, and treatment, equip any vehicle you operate with a certified ignition interlock device, and be ordered to perform community service.

If you or someone you know is struggling with drug or alcohol abuse, please call 1-877-335-HOPE (4673) for a referral or one of the treatment centers provided in the table below.

**Please note:** Penrose Academy does not have a professional relationship with or endorse any treatment centers.

**Drug and Alcohol Treatment Facilities**

|   |                      |   |
|---|----------------------|---|
| <b>Solari Crisis &amp; Human Services</b>                               | 1-844-534-HOPE       | <a href="https://crisis.solari-inc.org/get-help/crisis-line/">https://crisis.solari-inc.org/get-help/crisis-line/</a> |
| <b>211 Arizona</b>  | 211<br>(602)263-8856 | <a href="https://211arizona.org/">https://211arizona.org/</a>   |
| <b>U.S. Substance Abuse &amp; Mental Health Services Administration</b> | 1-800-487-4889       | <a href="http://www.samhsa.gov">www.samhsa.gov</a>  |

Any student who violates this policy is subject to expulsion from the program. In addition, any staff or faculty member who violates this policy is subject to sanctions leading up to or including termination.

**SAFETY SANITATION AND INFECTION CONTROL (SSIC)**

Penrose Academy follows a Safety Sanitation and Infection Control (SSIC) Policy to educate and enforce protocols and plans that contribute to the safety, health and welfare of the Penrose community. This policy focuses on educating students about diseases, infections and threats in the salon such as MRSA, Hepatitis B and C, HIV, AIDS, COVID-19, etc.

Additionally, the policy educates students, staff and faculty on how to prevent the spread of disease, ensure proper hygiene and follow safety and sanitation regulations while servicing the public in addition to the education covered in the daily curriculum.

The SSIC Policy is reviewed and revisited annually, more often when new threats arrive, so that students are aware and able to execute these practices on a daily basis and upon graduation.

Penrose Academy also may develop SSIC Policies that are specific to current pandemics and other threats. These policies are updated and posted to the Penrose app immediately following each update.

## **ACADEMIC TRANSCRIPTS**

Academic transcripts are issued, both official and unofficial, by the Student Services Department. Each student will be provided one official transcript free of charge at time of graduation or withdrawal/termination if paid in full, with no outstanding issues and if requested.

## **ATTENDANCE**

Being prompt and on time is critical to a successful career. As a result, Penrose Academy has a very high attendance standard, similar to those of nearly all industry employers including the self-employed. Students must attend a minimum of 95% of the scheduled hours within time allowed to maintain Satisfactory Academic Progress, unless the President has approved documented absences. All absences are recorded and made a part of the student's permanent record. Attendance is monitored daily and reviewed monthly. The student is responsible for class material and/or tests missed while absent. Any student with an attendance percentage below 95% may be coached by an educator and/or Student Services staff member on how to improve attendance to meet SAP. That student may be placed on a Corrective Action Plan (CAP) with specific actions and deadlines to show timely progression toward completion of the program.

If a student needs to have a period of time to be absent, he or she needs to request that time off through Student Services. All time off must be made up prior to the student's contract date or Over Contract fees will incur. Opportunities for making up hours are limited; therefore, postponing travel and absences is highly recommended. Perfect attendance is highly encouraged.

If a student cannot attend class, they must call the school, email Student Services or utilize the Penrose app to communicate prior to the scheduled start time. Students must state their name, zone and reason for missing class when reporting absences. Students are expected to return to school the following day or must communicate as stated above for each day of absence.

If a student is absent or late without having received prior approval, did not communicate with the school or did not leave a message, it will be counted as a catalog violation. All hours missed will count towards the 5% that a student is afforded to miss and still maintain a satisfactory attendance percentage. Please note that any hours missed should be made up if such opportunities become available, to avoid over contract charges as detailed below.

## **CLOCKING IN AND OUT**

Students must clock in on or before the scheduled start time of class each day by using Penrose Academy's time clock system. All students must clock in first thing in the morning, clock out/in for non-scheduled breaks and clock out at the end of each school day. Any student found to be "stealing" time, may be suspended or terminated as determined by the President.

## **ZONE 1 ATTENDANCE POLICY**

Esthetics students missing more than 30 cumulative hours and/or three consecutive school days in Zone 1 may be required to perform a test-out to ensure technical progress and must pass with an 80% or higher. Cosmetology Hybrid and Hair Hybrid Students missing more than 35 cumulative hours and/or four consecutive school days in Zone 1 may be required to perform a test-out to ensure technical progress and must pass with an 80% or higher. Upon completion of the test-out, if necessary, a mandatory Leave of Absence may be required to repeat Zone 1. If so, the student will be allowed to re-enter at a specified date as determined by the President, Student Services and Admissions Departments, should space be available in the subsequent program/start-dates. Any student in Zone 1 placed on a mandatory Leave of Absence for attendance issues may be subject to re-enrollment fees as listed in this catalog as well as any over contract charges at the end of the student's revised contract date if applicable.

## **LEAVE OF ABSENCE (LOA)**

Penrose Academy does not grant students the decision to take a Leave of Absence arbitrarily. In the case of an extreme personal hardship or medical crisis with documentation provided by a medical professional, stating that attendance would be unrealistic or impossible, or for a student serving in the military that has been called into active duty, a consideration may be made by the President. If the student does not return or contact the school on or before the scheduled return date, this will result in self-termination and Penrose Academy will document this as a withdrawal dated with the start date of the LOA.

Financial aid and any additional charges are suspended when a student is on an approved leave of absence. Students receiving Federal Financial Aid will not have any funds disbursed while on a Leave of Absence (LOA). Failure to return from an LOA will result in termination of the student's enrollment dated for the date of determination, however the student's last day of attendance (LDA) will be used for the Return to Title IV Calculation. Any refunds due will be made to the appropriate Title IV programs within 45 days of the date the student was scheduled to return. The student's subsequent failure to return from an LOA will immediately reduce the previous original grace period. All student's participating in Federal Direct Loans are responsible for the terms and agreements inherent in the Master Promissory Note.

## **ZONE EDUCATION**

Cosmetology Hybrid, Hair Hybrid, Esthetics, and Laser programs are all organized into zones. The table below displays the number of zones by program and schedule. Once a student has successfully completed the appropriate number of hours and satisfied the requirements for all exams (both written and practical), the student will move onto the next zone which has a unique theory and clinic schedule to that zone.

| PROGRAM AND SCHEDULE                      | NUMBER OF ZONES |   |   |   |   |   |
|---|-----------------|---|---|---|---|---|
|   | 1               | 2 | 3 | 4 | 5 | 6 |
| <b>Cosmetology Hybrid</b>                 | ✓               | ✓ | ✓ | ✓ | ✓ | ✓ |
| <b>Esthetics</b>                          | ✓               | ✓ | ✓ | ✓ |   |   |
| <b>Esthetics 2-Day   Esthetics Nights</b> | ✓               | ✓ | ✓ |   |   |   |
| <b>Hair Hybrid</b> (four-day schedule)    | ✓               | ✓ | ✓ | ✓ |   |   |
| <b>Hair Hybrid</b> (two-day schedule)     | ✓               | ✓ | ✓ | ✓ | ✓ |   |
| <b>Laser</b> (all Schedules)              | ✓               | ✓ |   |   |   |   |

### FACULTY CHOICE

Penrose Academy faculty members have the right to maintain customized classroom policies that align with their teaching style. The Director of Education will approve these faculty specific policies and those policies must be in conjunction with school wide policies and must be posted or explained at the beginning of each new academic zone.

### PERSONAL APPEARANCE

The standards of personal appearance at Penrose Academy strive to maintain a professional and practical learning environment. They seek to recognize, balance, and respect an individual's need for self-expression and comfort during the school day with acknowledgment that Penrose Academy is an educational institution preparing students for a career in the professional beauty industry.

### GENERAL PERSONAL APPEARANCE FOR ALL PROGRAMS

Generally, students have an obligation to dispense beauty advice and must maintain a clean and neat appearance. Refrain from wearing stained, dirty, wrinkled, frayed, overly revealing, or excessively oversized clothing to school. Clothing free of messages that promote tobacco, alcohol or drug use, or messages that are demeaning to any group of people. For safety reasons, slippers and flip flops may not be worn as shoes.

### ESTHETICS AND LASER PROGRAMS

To respect the medical environment and maintain the highest level of professionalism, infection control and safety. Students wear:

- Closed toed shoes.
- Medical scrubs of any solid color.
- Hair secured off face during hands-on treatments.
- Nails that are groomed, neat, and shorter in length.
- Scrubs can be worn with undershirts of any color or pattern.
- Eyelashes free of extension/false lashes during the skin care portion of the curriculum.
- Penrose Academy and/or any Industry related t-shirt can be worn with scrub bottoms.

### COSMETOLOGY HYBRID AND HAIR HYBRID PROGRAMS

The students in the Cosmetology and Hair Hybrid programs are empowered to be responsible, trustworthy students who can express themselves freely. Students wear:

- Shoes.
- Shirts with sleeves.
- Clothing of any color or pattern.
- Nails that are groomed and neat.
- Clothing tops overlapping bottoms.
- Undergarments covered by clothing.
- Shorts, skirts, and dresses that extend beyond the mid- thigh.
- Eyelashes free of extensions/false lashes during the skin care portion of the curriculum.
- Opaque (non-transparent) clothing covering skin on the stomach, waist, chest and back.

### STUDENT ADVICE/COACHING

Penrose Academy team members are available for discussion and to advise students. When a student actively pursues advice from a staff member at Penrose Academy regarding personal issues, a recommendation will be offered to seek a licensed counselor. A list of counselors and resources will be provided to the student to seek out the professional of choice. Where possible, the school will cooperate with students about issues that relate to success in the program. Penrose Academy does not provide psychological assessment or counseling to students in any manner or capacity.

### TECHNOLOGY POLICY

The use of technology is an integral part of Penrose Academy. Penrose Academy utilizes technology in the classroom and on the student salon/spa. An orientation to technology used is provided during the initial orientation and technical support is provided throughout the entire program by Student Services/ Faculty.

Technology should be used with appropriate discretion due to the possibility of posts becoming public without an individual's consent. It is advised that for both personal and professional reasons, students revise privacy settings on all social media accounts. Penrose Academy reserves the right to monitor and intervene in any internet activity that may affect the safety or well-being of students, staff and the community. All students are held accountable by Penrose Academy for online behavior,



on or off campus and must adhere to the Student Conduct policy as mentioned in this catalog. Any violations of the following policies are grounds for disciplinary actions, up to and including termination.

- Cell Phones: All calls should be completed prior to class or during breaks. Cell phones are allowed in classroom/spa/clinic with permission of the educator. Personal phone calls will not be taken at the reception desk or in any office except in an emergency.
- Audio/Video Recording: Videotaping and audio recordings are not allowed at any time, unless with approval from the President and/or Marketing Manager. Photography of another student and/or guests may occur only with the permission of students and/or guests.
- Social Media: Defined as all forms of online publishing, group chat and discussion, including but not limited to Pinterest, Snapchat, Twitter, YouTube, Facebook, Instagram and blogs. Students are personally responsible for all content that is published on social networking sites. As stated in our Student Conduct Policy, Penrose Academy does not allow cyber bullying, engaging in unprofessional conduct, personal insults, obscenity, ethnic slurs, discrimination, intimidation or any other unacceptable behavior. Penrose Academy reserves the right to take any necessary disciplinary action deemed appropriate by the President.
- Communication with Employees: Students will not use social media as a form of communication with employees until after successfully completing the program. If a student needs to reach an employee, communication must be done through school-approved methods such as email, phone or the Penrose App.

### **SECURITY CAMERAS**

There are security cameras located throughout Penrose Academy for the safety of our students, staff, faculty and guests.

### **USE OF PHOTOGRAPHY AND VIDEOGRAPHY**

Students at Penrose Academy give permission for Penrose Academy to use any student photos, pictures or renderings in all forms of advertising, pamphlets, brochures and catalogs for the benefit of Penrose Academy. They release Penrose Academy of all claims made, regarding the use of photos for the benefit of Penrose Academy. This release shall remain in effect even after graduation from Penrose Academy. Pictures or videos of Penrose Academy may not be taken without the consent of the Penrose Academy President.

### **VISITORS**

Students may not receive visitors during school hours unless approved by President under special circumstances. This policy includes the student breakroom, student patio and parking lot during breaks and lunch.

### **WORK BASED ACTIVITIES**

Students are graded on services provided in the student salon/spa by tracking them on a work-based activity log. The logs are provided at the start of every zone (except zone 1) and require a predetermined number of services, both technical and business, to complete based on a standard technical ability which increases as a student progresses throughout the program. Log are turned in and graded on the last day of every zone. Failure to turn in log will result in a recorded zero for the grade(s) and is counted towards the student's GPA.

### **PARKING**

Penrose Academy provides a limited number of student parking spaces. Carpooling is highly encouraged. Student parking is allowed in both in the front parking lot and the back parking lot behind the building. Students must enter through the front parking lot to access the back lot parking area. Penrose Academy will notify students via the Penrose app with any parking updates or changes as dictated by the property manager/landlord. Students should drive no more than 5mph. Any collisions or fender benders must be handled independently by students' individual insurance companies.

### **CAMPUS SEARCHES**

To protect the safety and well-being of our students, campus searches may occur at any time and without notice. Searches may include student issued lockers, book bags or personal belongings in the case of suspected theft or wrongdoing. The use of a drug detection dog may also be used for searches. Those suspected of criminal activity will be referred to authorities.

### **LOCKERS**

Penrose Academy issues all students a locker on their first day during Orientation. Each student will be assigned a locker number and a combination lock will be provided. The provided lock is the only lock permitted for use on Penrose Academy student lockers. No personal locks are allowed unless approved by the Student Services department. Assigned lockers and locks may not be traded or changed. Penrose Academy will remove any locks that are not provided through our Student Services department. Items left more than one week past a student's last day attended will be forfeited.

### **UNLICENSED PRACTICE**

Students are not to provide services at home or outside the school. Solicitation of Penrose Academy's guests to be serviced outside of Penrose Academy is against AZBCB regulations and grounds for termination. In addition, all students should become familiar with the AZBCB and ADHS rules on unlicensed work; as if at any time an unlicensed individual is suspected of performing services, they may be prohibited from becoming licensed or certified in the state of Arizona by the AZBCB or the ADHS, Bureau of Radiation Control.

### **STATE BOARD REFRESHER CLASSES**

One state board refresher class will be provided at no charge to students who have a student account documented as paid in full. Costs for additional refresher classes will be discussed at the time of request.

### **GRATUITIES**

Penrose Academy is a no-tipping facility. Students are instructed to decline any tips or gratuities offered; however, guests are

encouraged to re-book services in lieu of tipping as the best tip is more education and building students' appointment books. Students acknowledge at enrollment the no tipping environment and students accepting tips are subject to disciplinary action up to and including termination.

### **PRODUCT PURCHASES**

Product discounts are available for currently attending students on select retail products only. However, to accommodate the requests, as a special earned privilege, students are eligible to purchase retail products for a 10% discount during Penrose Academy's regular business hours. Professional products/back bar are not included. On occasion, limited-quantity retail items and new items may only be sold to students at full retail price.

### **EXTRACURRICULAR ACTIVITIES**

Students involved in extracurricular clubs or projects (Student Council, clubs, Wander & Wonder, etc.) will be allowed to arrive early, stay late and attend school on unscheduled days receiving hours for their enrolled program. These unscheduled opportunities are always pre-approved and under the supervision of licensed instructors.

### **STUDENT/STAFF RELATIONS**

Penrose Academy prides itself on having a campus environment that is fair, based on trust and without favoritism. To ensure that culture exists, faculty and staff have chosen to maintain a strict non-fraternization policy amongst students and all Penrose Academy staff. Fraternizing of any kind outside of a school approved activity or Study Abroad program where the President has given approval and/or is present, is not allowed while a student is enrolled in a program. Students and Faculty/Staff will refrain from interacting/following each other on social media while enrolled in their prospective program; refer to the technology policy section for more information. Communication between all students and staff/faculty is to remain within the realms of a student-staff relationship, until such time that a student has officially graduated.

### **CONSUMER DISCLOSURES**

As of October 1, 2021, Penrose Academy has had zero incidences of drugs and alcohol on campus.

Consumer Disclosure information is posted on the Penrose Academy website at [www.penrose.edu](http://www.penrose.edu) and can be obtained during regular business hours from the Financial Aid or Student Services Departments. All students should review these disclosures prior to enrollment which include Financial Aid disclosures, Drug & Alcohol Prevention Policy and more. Also, for more information about our graduation rates, the median debt of students who completed the program and other important information, please visit [www.penrose.edu](http://www.penrose.edu) for Program Gainful Employment Disclosures.

Penrose Academy adheres to the specifications of Title IX wherein no person in the United States shall, on the basis of gender, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance. The Title IX Coordinator for Penrose Academy is the President.



## SECTION NINE: CAMPUS SAFETY

---

### ANNUAL SECURITY REPORTING

The Clery Act, or The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (20 USC § 1092(f)), is a federal law that requires colleges and universities across the United States to disclose an Annual Security Report (ASR). This report includes information about crime on and around campus.

The ASR provides crime statistics for the prior three years and includes policy statements regarding various safety and security measures. These measures cover topics such as alcohol and drug use, campus crime prevention, crime reporting procedures, missing students, emergency notifications, and procedures for preventing and reporting sexual assault and investigating and prosecuting alleged sex offenses.

### VAWA

On March 7, 2013, the Violence Against Women Act (VAWA) was signed into law.

The VAWA included amendments to the Clery Act, requiring institutions to disclose statistics, policies, and programs related to dating violence, domestic violence, sexual assault, and stalking.

### DISCLOSURE & PUBLICATION OF ANNUAL SAFETY REPORT

At Penrose Academy, transparency and safety are of the utmost importance. Our Annual Security Report is compiled and disclosed to ensure that currently enrolled and prospective students and employees are informed of crime statistics and campus safety. The Report is published no later than October 1 each year and is available on the Penrose Academy website, [penrose.edu](http://penrose.edu), and the Penrose app.

The Campus Safety Survey Administrator (CSSA) obtains crime statistics from the Phoenix Police Department for the Penrose Academy areas. In addition, crime and fire statistics for the prior three years are disclosed in the ASR. Additionally, crime statistics are reported to the U.S. Department of Education via the online data collection portal at [surveys.ope.ed.gov/campussafety](http://surveys.ope.ed.gov/campussafety).

### NON-DISCRIMINATION STATEMENT

Penrose Academy does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates. Individuals may report concerns or questions to the Title IX Coordinator. The notice of nondiscrimination is located at [penrose.edu](http://penrose.edu).

### NOTICE OF NONDISCRIMINATION

Penrose Academy does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX and its regulations, including in admissions and employment.

Inquiries about Title IX may be referred to Penrose Academy's Title IX Coordinator, the U.S. Department of Education's, [Office for Civil Rights](#), or both. The Title IX Coordinator at Penrose Academy is Andria Young, Director of Student Services. Penrose Academy's Deputy Title IX Coordinators are Haleigh Trout, Assistant Director of Education, and Steffi Toth, Esthetics Manager, located at 13402 N Scottsdale Road, Suite B-160. They can be contacted via email at [Penrose Compliance](#) or by phone at (480) 222-9540 ext. 204.

Penrose Academy's nondiscrimination policy and grievance procedures can be located at [penrose.edu/consumer-disclosures](http://penrose.edu/consumer-disclosures).

To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please refer to The Title IX Coordinator located at 13402 N Scottsdale Road, Suite B-160. They can be contacted via email at [Penrose Compliance](#) or by phone at (480) 222-9540 ext. 204.

### TITLE IX SEX-BASED DISCRIMINATION

#### POLICY STATEMENT

Conduct prohibited by this Policy may also violate Title IX of the Education Amendments of 1972 and Title VII of the Civil Rights Act of 1964, as well as other applicable federal and state laws. It is the responsibility of Penrose Academy's Title IX Coordinator to ensure that Penrose Academy meets its obligations under Title IX. Title IX is a civil rights law that prohibits discrimination on the basis of sex, gender identity, and/or sexual orientation in public and private educational institutions that receive federal funds. Because Penrose Academy is a recipient of Federal funds, Penrose Academy must fully comply with the provisions of Title IX and its regulations.

#### PURPOSE

To establish Penrose Academy's policy prohibiting sexual harassment and misconduct, including acts of sexual violence, domestic violence, dating violence, and stalking, in accordance with Title IX of the Education Amendments of 1972 ("Title IX"). This Policy also references other Penrose Academy policies that may be relevant to disciplinary procedures for conduct outside its scope

#### POLICY SCOPE

This Policy applies to all students, faculty, staff, affiliates, and others involved in or attempting to participate in Penrose Academy's programs and activities. It covers conduct within the United States, on campus, or in off-campus Academy-sanctioned programs or activities.

#### PROHIBITED SEX-BASED DISCRIMINATION

**Sex-Based Harassment** is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, including on the basis of sex, including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity, that is:

- 1) **Unwelcome Conduct** determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to Penrose Academy's Education Program or Activity. Such conduct may include, but is not limited to, unwelcome sexual advances, requests for sexual favors, verbal or physical conduct of a sexual nature, sexual exploitation sexual coercion, sexual touching, and fondling, the touching of an unwilling person's intimate parts, and forcing an unwilling person to touch another's intimate parts.
- 2) **Quid Pro Quo Harassment.** An employee, agent, or other person authorized by the recipient to provide an aid, benefit, or service under the recipient's education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct;
- 3) **VAWA Offenses** Domestic violence, dating violence, sexual assault, and stalking. (as defined in VAWA -34 U.S.C. § 12291)
  - i. **Sexual Assault** meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
  - ii. **Dating Violence** means violence committed by a person:
    - a) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
    - b) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
      1. The length of the relationship;
      2. The type of relationship; and
      3. The frequency of interaction between the persons involved in the relationship;
  - iii. **Domestic Violence** meaning felony or misdemeanor crimes committed by a person who:
    - a) Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of the recipient, or a person similarly situated to a spouse of the victim;
    - b) Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
    - c) Shares a child in common with the victim; or
    - d) Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.
  - iv. **Stalking** means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
    - a) Fear for the person's safety or the safety of others; or
    - b) Suffer substantial emotional distress.
- 4) **Sexual Misconduct Offenses.** Actions that constitute sexual misconduct include, but are not limited to, inappropriate comments, jokes, gestures, and the posting of images. This conduct is defined as any unwanted and distressful behavior that is sexual in nature, including harassment, bullying, or victimization.
- 5) **Nonconsensual Sexual Contact.** Intentional sexual touching of another's private areas without consent. This includes touching the breasts, buttocks, groin, or genitals, or making someone touch you or themselves in these areas.
- 6) **Nonconsensual Sexual Intercourse.** Any form of sexual penetration without consent.
- 7) **Hostile Environment Harassment.** Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the recipient's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
  - i. The degree to which the conduct affected the complainant's ability to access the recipient's education program or activity;
  - ii. The type, frequency, and duration of the conduct;
  - iii. The parties' ages, roles within the recipients education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
  - iv. The location of the conduct and the context in which the conduct occurred; and
  - v. Other sex-based harassment in the recipients education program or activity.

Penrose Academy will provide regular, mandatory training for all employees related to issues covered under this policy. All Penrose Academy's employees are required to complete Title IX training within the first 30 days of employment. In addition, all employees will be required to complete an annual Title IX training as a reminder of reporting requirements and procedures.

#### **GENERAL PARDON FOR STUDENTS**

Penrose Academy encourages students to report Title IX violations. Students who responsibly report such incidents will typically not face disciplinary action for their own drug or alcohol use related to the reported incident.

#### **RETALIATION PROHIBITED AND CORRECTIVE ACTION**

This Policy prohibits intimidation, threats, coercion, and discrimination to interfere with any Title IX right or because someone reported or participated in a Title IX process.

The Title IX Coordinator at Penrose Academy will ensure prompt corrective action if retaliation occurs, the complainant faces further violations, or the respondent's sanctions are ineffective. The Coordinator will also work to eliminate any hostile environment, including overseeing training and distributing information.

#### **FALSE REPORTS**

Willfully making a false report of Title IX Prohibited Conduct is a serious violation of Penrose Academy's Policy. Anyone who intentionally makes or helps make a false report may face disciplinary action. Additionally, false reporting can violate state criminal laws and civil defamation laws.

## **GRIEVANCE PROCEDURES FOR COMPLAINTS OF SEX-BASED HARASSMENT**

Penrose Academy has adopted Title IX grievance procedures that provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in its education program or activity, or by the Title IX Coordinator. These grievance procedures address complaints of sex-based harassment that involve a student party.

### **Complaints:**

The following people have a right to make a complaint of sex-based harassment, requesting that Penrose Academy investigate and make a determination about alleged sex-based harassment under Title IX:

- A "Complainant", which includes:
  - a student or employee of Penrose Academy who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX; or
  - a person other than a student or employee of Penrose Academy who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX at a time when that individual was participating or attempting to participate in Penrose Academy's education program or activity;
- A parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant;
- Penrose Academy's Title IX Coordinator.

Note that a person is entitled to make a complaint of sex-based harassment only if they themselves are alleged to have been subjected to the sex-based harassment, if they have a legal right to act on behalf of such person, or if the Title IX Coordinator initiates a complaint consistent with the requirements of 34 C.F.R. § 106.44(f)(1)(v).

Penrose Academy may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances. When more than one complainant or more than one respondent is involved, references below to a party, complainant, or respondent include the plural, as applicable.

### **Requirements of Title IX Grievance Procedures:**

Penrose Academy will treat complainants and respondents equitably.

Penrose Academy requires that any Title IX Coordinator, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. As long as there is no conflict of interest or bias, a decisionmaker may be the same person as the Title IX Coordinator or investigator.

Penrose Academy presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of its grievance procedures.

Penrose Academy has established the following timeframes for the major stages of the grievance procedures:

- 1) **Evaluation of Complaint – Five (5) Days**
  - Decision whether to dismiss or investigate the complaint.
- 2) **Investigation – 15 Days**
  - Question the Parties and Witnesses.
  - Gather sufficient evidence.
  - Analyze and determine relevant and impermissible evidence.
  - Provide parties with access to relevant evidence.
- 3) **Determination – 5 Days**
  - Notify the parties simultaneously in writing of the determination whether sex-based harassment occurred under Title IX.
- 4) **Appeal (if any) – 30 Days**
  - The complainant or respondent has 30 days to file an appeal. Appeals filed after 30 days will no longer be considered timely.

Penrose Academy has also established the following process that allows for the reasonable extension of timeframes on a case-by-case basis for good cause with written notice of any extension to the parties that includes the reason for the delay.

### **Process for Extension of Timeframes**

- 1) **Identify the Need for an Extension**
  - Initiation: The need for an extension can be identified by any party involved in the process.
  - Criteria for Good Cause: Good cause may include medical emergencies, unforeseen personal circumstances, technical issues, or other significant barriers
- 2) **Submit a Request for Extension**
  - Submit a written request to the title IX Coordinator for an extension, including a reason for the request and the requested new timeframe.
  - Submit substantiated documentation to support the extension request. (e.g., doctor's note, official notices, etc.).
- 3) **Review and Decision Making**
  - The Title IX Coordinator will review the extension request promptly. The request will be evaluated on the legitimacy of the reason, impact on the overall timeframe, and previous extension granted to the party.
  - Decisions on extension requests will be made within three (3) days.
- 4) **Notification of Decision**
  - The Title IX Coordinator will provide written notice of the decision to all relevant parties. This notice will include:
    - Whether the extension was granted or denies.

- The new deadline if the extension is granted.
- The specific reason(s) for the decision.

Penrose Academy will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures. The parties cannot engage in retaliation, including against witnesses.

Penrose Academy will objectively evaluate all evidence that is relevant and not otherwise impermissible—including both inculpatory and exculpatory evidence. Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be accessed or considered, except by Penrose Academy to determine whether one of the exceptions listed below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:

- Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless Penrose Academy obtains that party's or witness's voluntary, written consent for use in its grievance procedures; and
- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

#### **Written Notice of Allegations:**

Upon initiation of these Title IX grievance procedures, Penrose Academy will notify the parties in writing of the following with sufficient time for the parties to prepare a response before any initial interview:

- Penrose Academy's Title IX grievance procedures and any informal resolution process;
- Sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute sex-based harassment, and the date(s) and location(s) of the alleged incident(s);
- Retaliation is prohibited;
- The respondent is presumed not responsible for the alleged sex-based harassment until a determination is made at the conclusion of the grievance procedures. Prior to such a determination, the parties will have an opportunity to present relevant and not otherwise impermissible evidence to a trained, impartial decisionmaker;
- The parties may have an advisor of their choice who may be, but is not required to be, an attorney;
- The parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an investigative report that accurately summarizes this evidence.
- Penrose Academy's Code of Conduct prohibits knowingly making false statements or knowingly submitting false information during grievance procedures, as described in section eight of the student catalog under the Student Code of Conduct policy.

If, in the course of an investigation, Penrose Academy decides to investigate additional allegations of sex-based harassment by the respondent toward the complainant that are not included in the written notice or that are included in a consolidated complaint, it will provide written notice of the additional allegations to the parties.

#### **Dismissal of a Complaint:**

Penrose Academy may dismiss a complaint if:

- Penrose Academy is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in Penrose Academy's education program or activity and is not employed by Penrose Academy;
- Penrose Academy obtains the complainant's voluntary withdrawal in writing of any or all of the allegations, the Title IX Coordinator declines to initiate a complaint, and Penrose Academy determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
- Penrose Academy determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the complaint, Penrose Academy will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, Penrose Academy will promptly notify the complainant in writing of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then Penrose Academy will notify the parties simultaneously in writing.



Penrose Academy will notify the complainant that a dismissal may be appealed on the bases outlined in the Appeals section. If dismissal occurs after the respondent has been notified of the allegations, then Penrose Academy will also notify the respondent that the dismissal may be appealed on the same bases. If a dismissal is appealed, Penrose Academy will follow the procedures outlined in the Appeals section.

When a complaint is dismissed, Penrose Academy will, at a minimum:

- Offer supportive measures to the complainant as appropriate;
- If the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate; and
- Take other prompt and effective steps, as appropriate, through the Title IX Coordinator to ensure that sex discrimination does not continue or recur within Penrose Academy's education program or activity.

#### **Investigation:**

Penrose Academy will provide for adequate, reliable, and impartial investigation of complaints.

The burden is on Penrose Academy—not on the parties—to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred.

Penrose Academy will provide a party whose participation is invited or expected with written notice of the date, time, location, participants, and purpose of all meetings or proceedings with sufficient time for the party to prepare to participate.

Penrose Academy will provide the parties with the same opportunities to be accompanied to any meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney.

- Penrose Academy will not limit the choice or presence of the advisor for the complainant or respondent in any meeting or proceeding.
- Penrose Academy may establish restrictions regarding the extent to which the advisor may participate in these grievance procedures, as long as the restrictions apply equally to the parties.

Penrose Academy will provide the parties with the same opportunities, if any, to have people other than the advisor of the parties' choice present during any meeting or proceeding.

Penrose Academy will provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible.

Penrose Academy will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance.

Penrose Academy will provide each party and the party's advisor, if any, with an equal opportunity to access the evidence that is relevant to the allegations of sex-based harassment and not otherwise impermissible, in the following manner:

- Penrose Academy will provide an equal opportunity to access either the relevant and not otherwise impermissible evidence, or the same written investigative report that accurately summarizes this evidence.
- Penrose Academy will take reasonable steps to prevent and address the parties' and their advisors' unauthorized disclosure of information and evidence obtained solely through the sex-based harassment grievance procedures.

Penrose Academy will provide a process that enables the decisionmaker to question parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex-based harassment.

Penrose Academy's process for proposing and asking relevant and not otherwise impermissible questions and follow-up questions of parties and witnesses, including questions challenging credibility, will:

- Allow the investigator or decisionmaker to ask such questions during individual meetings with a party or witness;
- Allow each party to propose such questions that the party wants asked of any party or witness and have those questions asked by the investigator or decisionmaker during one or more individual meetings, including follow-up meetings, with a party or witness, subject to the procedures for evaluating and limiting questions discussed below; and
- Provide each party with an audio or audiovisual recording or transcript with enough time for the party to have a reasonable opportunity to propose follow-up questions.

#### **Determination of Whether Sex-Based Harassment Occurred**

Following an investigation and evaluation of all relevant and permissible evidence, Penrose Academy will:

- Use a clear and convincing standard of proof to determine if sex discrimination occurred. This standard requires the decisionmaker to evaluate evidence for its persuasiveness. If the decisionmaker is not convinced by the evidence, regardless of its quantity, they will not determine that sex discrimination occurred.
- Notify the parties simultaneously in writing of the determination regarding sex-based harassment under Title IX, including:
  - A description of the alleged sex-based harassment;
  - Information about the policies and procedures used to evaluate the allegations;
  - The decisionmaker's evaluation of the relevant evidence and determination of whether sex-based harassment occurred;
  - Any disciplinary sanctions to be imposed on the respondent if harassment is found, remedies provided to the complainant, and, if appropriate, to other affected students;
  - Procedures and permissible bases for appeal by the complainant and respondent.



- Only impose disciplinary sanctions on a respondent for sex discrimination if there is a determination, after the Title IX grievance procedures, that the respondent engaged in prohibited sex discrimination.
- If sex discrimination is determined to have occurred, the Title IX Coordinator will:
  - Coordinate the provision and implementation of remedies for the complainant and others identified as affected by the discrimination;
  - Coordinate the imposition of any disciplinary sanctions on the respondent, including notifying the complainant of such sanctions;
  - Take appropriate steps to ensure that sex discrimination does not continue or recur within Penrose Academy's education program or activities.
- Comply with the Title IX grievance procedures before imposing any disciplinary sanctions against a respondent.
- Not discipline any party, witness, or others participating in the Title IX grievance procedures solely based on the determination of whether sex discrimination occurred.
- The determination regarding responsibility becomes final either on the date that Penrose Academy provides the parties with the written determination of the result of any appeal, or, if no party appeals, the date on which an appeal would no longer be considered timely.

#### **Appeals:**

Penrose Academy will offer an appeal from a dismissal or determination whether sex-based harassment occurred on the following bases:

- Procedural irregularity that would change the outcome;
- New evidence that would change the outcome and that was not reasonably available when the determination or dismissal was made; and
- The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

If a party appeals a dismissal or determination whether sex-based harassment occurred, Penrose Academy will:

- Notify the parties in writing of any appeal, including notice of the allegations, if notice was not previously provided to the respondent;
- Implement appeal procedures equally for the parties;
- Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint;
- Ensure that the decisionmaker for the appeal has been trained consistent with the Title IX regulations;
- Communicate to the parties in writing that Penrose Academy will provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and
- Notify the parties in writing of the result of the appeal and the rationale for the result.

Any additional procedures or bases for appeal Penrose Academy offers will be equally available to all parties.

#### **INFORMAL RESOLUTION**

In lieu of resolving a complaint through Penrose Academy's Title IX grievance procedures, the parties may instead elect to participate in an informal resolution process. Penrose Academy will inform the parties in writing of any informal resolution process it offers and determine what is appropriate, if any. Penrose Academy will not offer informal resolution to resolve a complaint when such a process would conflict with Federal, State, or local law. Before the initiation of an informal resolution process, Penrose Academy will explain in writing to the parties:

- The allegations;
- The requirements of the informal resolution process;
- That any party has the right to withdraw from the informal resolution process and initiate or resume grievance procedures at any time before agreeing to a resolution;
- That if the parties agree to a resolution at the end of the informal resolution process, they cannot initiate or resume grievance procedures arising from the same allegations;
- The potential terms that may be requested or offered in an informal resolution agreement, including notice that an informal resolution agreement is binding only on the parties; and
- What information Penrose Academy will maintain and whether and how Penrose Academy could disclose such information for use in Title IX grievance procedures if such procedures are initiated or resumed.

#### **DISCIPLINARY SANCTIONS AND REMEDIES:**

Following a determination that sex-based harassment or other prohibited occurred, may impose disciplinary sanctions, which may include:

- Warning
- Early dismissal
- Suspension
- Termination of enrollment

Penrose Academy may also provide remedies, which may include:

- Leave of absence
- Schedule modifications
- Informal resolution

## **SUPPORTIVE MEASURES:**

Penrose Academy will offer and coordinate supportive measures as appropriate for the complainant and/or respondent to restore or preserve that person's access to the Penrose Academy's education program or activity or provide support during Penrose Academy's Title IX grievance procedures or during the informal resolution process.

Support measures cannot be unreasonably burdensome to a party and cannot be imposed for punitive or disciplinary reasons.

### **Supportive measures may include:**

- Counseling resources
- Extensions of deadlines or other course-related adjustments
- Modifications of class schedules
- Campus escort services
- Mutual restrictions on contact between the parties
- Leaves of absence
- Increased security and monitoring of certain areas of the campus

The Title IX Coordinator is responsible for ensuring effective implementation of any Remedies.

## **RECORDKEEPING AND DOCUMENTATION**

Penrose Academy maintains documentation for each complaint and the actions taken in response to notices of sex discrimination for seven years.

## **TITLE IX TERMS AND DEFINITIONS**

### **Complainant means:**

- 1) A student or employee who is alleged to have been subjected to conduct that could constitute Title IX or its regulations; or
- 2) A person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations and who was participating or attempting to participate in the recipient's education program or activity at the time of the alleged sex discrimination.

**Disciplinary sanctions** means consequences imposed on a respondent following a determination under Title IX that the respondent violated the recipient's prohibition on sex discrimination.

**Party** means a complainant or respondent.

**Relevant** means related to the allegations of sex discrimination under investigation as part of these grievance procedures. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged sex discrimination occurred.

**Remedies** means measures provided, as appropriate, to a complainant or any other person the recipient identifies as having had their equal access to the recipient's education program or activity limited or denied by sex discrimination. These measures are provided to restore or preserve that person's access to the recipient's education program or activity after a recipient determines that sex discrimination occurred.

**Respondent** means a person who is alleged to have violated the recipient's prohibition on sex discrimination.

**Supportive Measures** means individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to the complainant or respondent to:

- a) Restore or preserve that party's access to the recipient's education program or activity, including measures that are designed to protect the safety of the parties or the recipient's educational environment; or
- b) Provide support during the recipient's grievance procedures or during an informal resolution process.

**Retaliation** means intimidation, threats, coercion, or discrimination against any person by the recipient, a student, or an employee or other person authorized by the recipient to provide aid, benefit, or service under the recipient's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the Title IX regulations.

### **Consent**

Consent is a knowing, voluntary, and mutual agreement among all participants to engage in sexual activity. It must be informed, freely given, and mutual. There is no consent if intimidation, threats, or physical force are used. If a person is mentally or physically incapacitated and cannot understand the situation, there is no consent. This includes incapacitation due to alcohol or drugs, or being asleep or unconscious, where the respondent knew or should have known the person was incapacitated. Inducing incapacitation to affect someone's ability to consent negates consent. Silence is not consent. Consent can be given through clear words or actions showing an affirmative, conscious decision to engage in the activity. Consent can be limited to specific activities and can be withdrawn at any time, meaning it must be ongoing throughout the encounter. The use of a position of influence over the other person may affect the determination of consent.

### **Days**

Days refers to business days, excluding weekends and holidays as per the Penrose Academy calendar or as designated by the President or Department Heads, unless stated otherwise.

### **Emergency Removal**

Penrose Academy may remove a respondent from an education program or activity on an emergency basis after a safety and risk analysis. This happens if there is an immediate threat to anyone's physical health or safety, including the respondent, due to allegations of Prohibited Conduct. The respondent will be given notice and an opportunity to challenge the decision immediately after the removal.

### **Formal Complaint**

A document filed by a Complainant or signed by the Title IX Coordinator alleging Prohibited Conduct (as defined herein) against a Respondent and requesting that the Penrose Academy investigate the allegation of Prohibited Conduct. At the time of filing a Formal Complaint, a Complainant must be participating in or attempting to participate in one of Penrose Academy's programs or activities. A Formal Complaint filed by a Complainant may be a document or electronic submission (such as by e-mail or through an online portal) but must contain the Complainant's physical or digital signature or otherwise indicate that the Complainant is the person filing the Formal Complaint.

### **TITLE VI CIVIL RIGHTS ACT OF 1964**

Title VI of the Civil Rights Act of 1964 is a federal law that prohibits discrimination on the basis of race, color or national origin in any program and activity that receives federal funding or other federal financial assistance.

Title VI States that: No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal Financial Assistance.

The policy of Penrose Academy is to comply with Title VI of the Civil Rights Act of 1964 and its regulations that prohibit unlawful discrimination based on race, color, sex, age, disability and national origin.

The Title VI Compliance Officer is the President at Penrose Academy, who has been appointed to coordinate the efforts to comply with the law.

Any person who believes that he or she has been subjected to discrimination or retaliation based on their race, color, sex, age, disability or national origin may file a Title VI complaint.

Complaints may be filed directly with the Director of Education. Complaints must be filed within 180 days of the date of the alleged discriminatory act.

### **TITLE VI COMPLAINT PROCEDURE**

Notify the President as soon as possible after the incident.

Nikki Parcels, President  
13402 North Scottsdale Road, Suite B-160  
Scottsdale, AZ 85254  
480.222.9450 Ext 202

[compliance@penrose.edu](mailto:compliance@penrose.edu)

Grievance procedures to address complaints of discrimination based on race, color, sex, age, disability and national origin are set forth in the student grievance procedure published in the student catalog.

## SECTION TEN: MISCELLANEOUS

### JOB PLACEMENT AND INDUSTRY NETWORKING EVENTS

Penrose Academy is committed to educating, empowering, and connecting our students to meaningful work in the professional beauty industry. Our campus maintains a Student Services department and job placement support can be found throughout our activities. From Industry Networking Events to online training to Job Boards on our Penrose App, Penrose Academy is committed to transitioning our students into graduates and then into gainfully employed individuals.

Penrose Academy hosts Industry Networking Events, which are held approximately two times annually, usually on Wednesdays. Local salons, spas, medspas and nail salons/spas are invited to attend. Students are encouraged to participate in these Industry Networking Events and are prepared with a Career Prep class prior to graduation. Students also prepare, create, update and maintain a professional resume as they progress through the curriculum. If Industry Networking Events are not possible due to extenuating circumstances, the Penrose app Job Board will continue to be updated with employment opportunities.

### ELECTRONIC COMMUNICATION POLICY

Electronic communications sent by Penrose Academy are used to support education, scholarly communication, administration and compliance related information. Electronic communication is not different from any other form of communication and is subject to a wide range of applicable federal and state laws and regulations, including public records disclosure/retention requirements.

By consenting to electronic communications, a student is agreeing to electronically access, receive, review, sign or authenticate certain documents and forms and that such documents and forms may be retained solely in an electric format. Any electronic signatures provided are binding to the same extent as an ink signature.

All communications provided electronically will be either directly to an email address provided by the student, through the Penrose app or directly by text/SMS message to a mobile number provided by on the application for enrollment. Penrose Academy may use such means of communication even if costs to receive such phone messages, text messages, e-mails or communications sent via other means will occur.

The communications sent electronically would include, without limitation, all regulatory and other notices and disclosures required by federal and state law, account statements, enrollment documents, all future tax forms, policies regarding privacy, Annual Safety and Security Reporting disclosures, notifications regarding emergencies and/or school closures, academic progression and other information.

### CHANGES IN PROGRAM

Penrose Academy reserves the right to change or modify the curriculum, schedule, fees, price and/or equipment. Penrose Academy also reserves the right to shift, modify, reschedule, cancel or postpone any program when enrollment is insufficient or due to uncontrollable circumstances and commits to provide advance notice when possible.

### FACULTY AND STAFF OFFICE HOURS

Penrose Academy maintains office hours for faculty and staff to provide for timely and meaningful interaction among faculty and students. The table below outlines the office hour schedule by department. To ensure adequate time and privacy, office hours with faculty members are requested through the Penrose App.

| DEPARTMENT                  | OFFICE HOURS    |                   |                   |
|-----------------------------|-----------------|-------------------|-------------------|
|                             | DAILY           | MONDAY – THURSDAY | FRIDAY - SATURDAY |
| Student Services*           |                 | 3:00PM – 6:00PM   | 3:00PM – 5:00PM   |
| Financial Aid               |                 | 3:00PM – 5:30PM   | 3:00PM – 4:30PM   |
| Operations                  | 1:00PM – 3:00PM |                   |                   |
| Laser and Esthetics Faculty | 8:00AM – 8:30AM |                   | 4:30PM – 5:00PM   |
| Cosmetology Hybrid Faculty  | 8:00AM – 9:00AM |                   |                   |
| Hair Hybrid Faculty         | 8:00AM – 9:00AM |                   |                   |

\*Graduating students have additional office hours from 9:00 AM – 11:00 AM Monday through Saturday.

## SECTION ELEVEN: SCHEDULES AND CAMPUS CLOSURES FOR HOLIDAYS AND BREAKS

Penrose Academy will be closed for the following holidays and breaks:

### Holidays

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

### Breaks

One week prior to or after Independence Day  
Day after Thanksgiving  
One week (+/-) between Christmas and New Years

Penrose Academy's intention is to remain committed to our Educational Calendar. However, we reserve the right to reschedule, postpone or cancel classes at any time. If inclement weather or an emergency that poses an endangerment, the President may choose to close the school, wherein students' contract will be extended by the same amount of time or hours will be offered to help the student.

## SCHEDULES

### Cosmetology Hybrid 1500 Hours

**Four Days | 1295.5 clock hours | 204.5 distance education hours | 47 weeks | 30 on campus hours per week | 2 online hours per week (zones 1-4) | 9.5 online hours per week (zones 5-6)**

Wednesday 9:00AM-5:00PM, with one 30-minute break  
Thursday 9:00AM-5:00PM, with one 30-minute break  
Friday 9:00AM-5:00PM, with one 30-minute break  
Saturday 9:00AM-5:00PM, with one 30-minute break

### Hair Hybrid Four Day

**Four Days | 880 clock hours | 120 distance education hours | 30 weeks | 30 on campus hours per week | 4 online hours per week**

Wednesday 9:00AM-5:00PM, with one 30-minute break  
Thursday 9:00AM-5:00PM, with one 30-minute break  
Friday 9:00AM-5:00PM, with one 30-minute break  
Saturday 9:00AM-5:00PM, with one 30-minute break

### Esthetics Four Day

**Four Day | 600 clock hours | 20 weeks | 30 hours per week**

Wednesday 8:30AM-4:30PM, with one 30-minute break  
Thursday 8:30AM-4:30PM, with one 30-minute break  
Friday 8:30AM-4:30PM, with one 30-minute break  
Saturday 8:30AM-4:30PM, with one 30-minute break

### Esthetics Two Day

**Two Days | 480 clock hours | 120 distance education hours | 30 weeks | 16 on campus hours per week | 4 online hours per week**

Monday 8:30AM-5:00PM, with one 30-minute break  
Tuesday 8:30AM-5:00PM, with one 30-minute break

### Laser

**88 clock hours | 4 weeks | 26 hours per week**

Monday 9:00AM-4:00PM, with one 30-minute break  
Tuesday 9:00AM-4:00PM, with one 30-minute break  
Wednesday 9:00AM-4:00PM, with one 30-minute break  
Thursday 9:00AM-4:00PM, with one 30-minute break

### Laser Midday

**88 clock hours | 8 weeks | 12 hours per week**

Monday 12:00PM-4:00PM  
Tuesday 12:00PM-4:00PM  
Wednesday 12:00PM-4:00PM

### Hair Hybrid Two Day

**Two Days | 800 clock hours | 200 distance education hours | 50 weeks | 16 on campus hours per week | 4 online hours per week**

Tuesday 8:30AM-5:00PM, with one 30-minute break  
Wednesday 8:30AM-5:00PM, with one 30-minute break

### Esthetics Nights

**Nights | 480 clock hours | 120 distance education hours | 30 weeks | 20 hours per week**

Monday 5:00PM-9:00PM  
Tuesday 5:00PM-9:00PM  
Wednesday 5:00PM-9:00PM  
Thursday 5:00PM-9:00PM

### Laser Night

**88 clock hours | 6 weeks | 16 hours per week**

Monday 5:00PM-9:00PM  
Tuesday 5:00PM-9:00PM  
Wednesday 5:00PM-9:00PM  
Thursday 5:00PM-9:00PM



PENROSE ACADEMY STUDENT CATALOG ACKNOWLEDGEMENT (JUNE 2024)

I, \_\_\_\_\_, fully understand and have received a copy of, and commit to, each policy and guideline listed in Penrose Academy's Student Catalog as described above on this date, prior to receiving the enrollment agreement. I have also received web links to all published information on the Penrose Academy website to review consumer information/gainful employment disclosures including graduation and placement rates as well as median loan debts of Penrose Academy graduates and safety and security reports.

---

**Print Student Name**

---

**Student Signature**

**Date**

---

**Penrose Academy Representative Signature**

**Date**

---

**Parent/Legal Guardian (student under 18)**

