



Enrollment Catalog

Nail Technician Course

Published April 1, 2009

Revised for Calendar Year

2019

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SCHOOL OWNER

Hairitage Hair Incorporated, was incorporated under the laws of the State of Utah, and maintains its principal offices at 1487 South Silicon Way, Ste. A-3, St. George, Utah 84770. Hairitage Hair Incorporated is the owner of Hairitage Hair Academy, located at 1487 South Silicon Way, Ste. A-3, St. George, Utah, opened on August 11, 1992.

PRINCIPAL CORPORATE OFFICER

Kari Fuller.....President

SCHOOL FACULTY

Manager: Kari Fuller

Instructors: Michelle Hurd, Cortney Garrett, Allie Croft, Helena Visser & Parci Flake

Student Instructors:

Educational Directors: Kari Fuller, Cortney Garrett & Allie Croft

Financial Aid Consultant: Deborah John and Associates

Office Manager/Financial Aid Advisor: Michelle Hurd

LICENSING AGENCY

Hairitage Hair Academy is licensed in the state of Utah by The State of Utah Department of Business Regulation Occupational and Professional Licensing located in the Heber Wells Building at 160 East 300 South, Salt Lake City, Utah 84110, (801) 530-6628, licenses this institution. A copy of our license is displayed in our reception area.

ACCREDITING AGENCY

National Accrediting Commission of Career Arts and Sciences (NACCAS), 3015 Colvin Street, Alexandria, VA 22314. (703) 600-7600. Information regarding our accreditation may be found in the managers office.

SCHEDULE OF CLASSES

Four Nail Technician classes start per year. These classes begin the fourth Tuesday of the following months: January, April, July, and October. School is closed on the following holidays: New Year's Day, July 4th, July 24th, Thanksgiving (3days), and Christmas break. Saturday prior to Memorial Day, Labor Day, and Easter. If the holiday falls near a weekend, Hairitage may decide to extend the days closed.

HOURS REQUIRED

300 HOURS REQUIRED. Schedules offered are as follows:

Part-time morning 23 hours per week. 13 weeks to graduate.

Part-time afternoon 22.5 hours per week. 13 weeks to graduate.

*Please note: Individualized schedules may be provided for special circumstances such as but not limited to; work schedule, child care and other schooling.

ENROLLMENT REQUIREMENTS

1. Applicants must meet the following requirements in order to enroll:
 - A. Have successfully completed high school or its equivalent as evidenced by any of the items on the following non-exhaustive list: copy of diploma, copy of GED

- Certificate, copy of transcript showing high school completion or a certificate of attainment (only applicable to non Title IV recipients), etc; or
- B. Have evidence of completion of home schooling that state law treats as a home or private school. If the state issues a credential for home schooling, maintain this credential; or
- C. Have the ability to benefit from the training according to our ability to benefit policy. (See below.); or
- D. Have evidence that verification of a foreign student's high school diploma has been performed by an outside agency, that is qualified to translate documents into English, and confirm the academic equivalence to a U.S. high school diploma; or
- E. If attending under a training agreement with a government agency, school district, and/or other entity, meets the admission requirements set out in the training agreement, and/or applicable state licensing or certification regulations.
- F. A limited number of students who are not enrolled under a training agreement as described in item E above, (no more than 10% of the number of students currently enrolled) may be admitted, if the applicant meets the state requirements for admission, obtains permission in writing from the secondary school in which they are enrolled and successfully completes a pre-enrollment evaluation, as established by the institution.

ABILITY TO BENEFIT POLICY

1. Definition of an Ability-To-Benefit Student - A student who is beyond the age of compulsory education, lacks a high school diploma or its equivalent, and has the ability to benefit from the education or training offered at an institution.
2. Admissions of Ability-To-Benefit Students - In order to be admitted on the basis of his or her ability to benefit, a student shall complete either:
 - A. Prior to admission, complete a nationally recognized, standardized, or industry developed test, that measures the applicant's aptitude to successfully complete the program or course to which he or she has applied.

Hairitage takes students on space available. The student - instructor ratio is never more than 20 students to 1 instructor. At least 15% of its student body, and at least 15% of the membership of any class offered for approval, are persons not receiving veterans benefits. The total enrollment in any class does not exceed standards required for adequate instruction.

GRADUATION REQUIREMENTS

1. Must complete 300 hours of Nail Technician school with 40 theory hours.
2. Must pass a final written exam given by the school with a score of 75% or better.
3. All financial obligations (tuition, supplies, extra charges, etc.) must be paid in full, unless under a satisfactory payment agreement with the school that may extend past the student's last day of attendance.

This is verified by the completion of a final progress report, payment ledger and final test sheet with students. This documentation is kept in students file after graduation

GRADUATION DOCUMENTS

1. Diploma
2. Verification of Graduation
3. Licensing Application

STATE REQUIREMENTS FOR LICENSURE

1. Be 16 years of age or older.
2. Be a graduate of a school of Nail Technology approved by the Division requiring a course of not less than 300 hours over a period of not less than 2 months.
3. Pass a Practical and Written Examination with a score of 75% or higher, conducted by PSI licensure: certification, located at 3210 E Tropicana, Las Vegas, NV, 89121. Fees for these exams are over and above the tuition price.
4. Have submitted to the Division under oath an application for license on the form supplied by the Division, with the applicable licensing fee.

LEVEL OF OCCUPATION

A student entering the field of Nail Technician has available various occupations related to the industry. Such as:

1. Working as a nail technician in a salon.
2. Working as a specialist in one area in a salon.
3. Sales person in a beauty supply house.
4. Sales representative for a major product line.
5. Management or ownership of a salon.
6. Instructor or manager in a school of Nail Technology.
7. Platform artist. Providing education to other nail technicians world wide.

NON DISCRIMINATION CLAUSE

No person will be denied admission, graduation, nor any other rights and privileges of the school due to race, sex, creed, color, religion, national origin, Ethnic origin, or age.

STUDENT DIVERSITY

Listed below are the percentages of full-time students enrolled in our institution as reported during the 2017 calendar year:

<u>Category</u>	<u>Percent</u>
Male	1%
Female	99%
Self-identified member of a major racial or ethnic group	15%
Receives a Federal Pell Grant	51%

RIGHT TO PRIVACY

HAIRITAGE HAIR ACADEMY student's records shall be kept confidential and only released upon written authorization of the student, with the following exceptions:

1. The enrollment agreement provides the written approval needed for a student's records to be released to a collection agency, should use of said agency be deemed necessary for collection of funds owing to HAIRITAGE HAIR ACADEMY.
2. Records may be released to law enforcement agencies following proper legal procedures.
3. Student's are allowed to look through their own records with an accompanying Instructor, and when it is convenient to do so.
4. School provides access to student records to our accrediting agency (NACCAS) as necessary.
5. Guarantee the rights of students and their parents or guardians, if the student is a dependent minor, to have access to their cumulative records. If the student is of legal age, a release form must be signed by the student granting access to his/her files.
6. Students records are maintained for 5 years.
7. Students will be required to sign a FERPA form each year while they are enrolled.

PAYMENT PLAN/TUITION COST AND FEES

The total cost of our Nail Technician training course is \$2,831.25. This includes a registration fee of \$50.00 that is required to sign an enrollment agreement and the student kit which is \$531.25 including tax. If a student cancels their enrollment within three business days from the signing of the agreement, but prior to entering the class, they shall be entitled to a full refund. If a student cancels their enrollment after three business days from the signing of the agreement, but prior to entering the class, the registration fee becomes non-refundable. Upon entering class, students may be required to pay for the student kit (tools, books, and apron).

Payment Plan	Interest	Monthly Payment	Number of Months
In-House Payments	0%	\$325 to \$650	3 to 6 months
Private Student Loan	varies	interest only while enrolled	varies

An additional \$100 per week or any part thereof will be charged to students not graduating before the contract end date

Delinquency charges may be imposed on any installment not paid in full within ten (10) days after its due date, equal to ten percent of the unpaid amount.

Payments will be adjusted on the amount of financial assistance that a student receives, and may be extended past 6 months under extenuating circumstances.

Other costs a student may incur during school would be: a UV Lamp (\$75), a nail drill (\$100), other optional/additional supplies.

Methods of payment accepted by the institution include cash, check, credit card, money order and cashiers check.

STUDENT KIT

When you start Nail Technician classes, you will receive a student kit containing all the equipment and text books you will need for your Nail Technician training. The cost of the student kit becomes non-refundable only after the first day of school. The kit is paid for prior to starting school. The kit is given to the student at orientation.

Student kits include:

- 1 acrylic starter kit w/case
- 1 gel starter kit
- 2 nail wheels
- 1 textbook
- 1 exam review book
- 1 apron
- 1 Pterygium remover
- 1 tip clippers
- 1 stork shears
- 1 toenail clippers
- 1 fingernail clippers
- 1 practice finger
- 1 practice hand
- 1 nail art brush set

The student kit is included in the total tuition price. *Kit contents may be changed as needed.

FINANCIAL AID AND GRANTS

Due to the length of this program, no Federal Financial Aid is available. For other means of financial assistance please talk with an instructor or the manager.

REFUND POLICY

1. For applicants who cancel enrollment, or students who withdraw from enrollment, a fair and equitable settlement will apply. Applicants not accepted by the school shall be refunded all monies paid to the school. If a student (or in the case of a student under legal

age, his/her parent or guardian) cancels the enrollment in writing within three business days of the signing of the enrollment agreement, all monies collected by the school will be refunded, *regardless of whether the student has actually started training*. The “formal cancellation date” will be determined by the postmark on written notification, the date said notification is delivered to the school in person.

2. If a student cancels the enrollment more than three business days after signing the contract but prior to starting classes a refund of all money paid to the school, less the registration fee in the amount of \$50 will be made. For students who enroll and begin classes but withdraw prior to course completion, the following schedule of tuition earned by the school applies:

REFUND SCHEDULE

% of enrollment	Scheduled hours	Amount of tuition retained
0.01% to 4.9%	0 to 14.5 hours	20% retained
5.0% to 9.9%	15 to 29.5 hours	30% retained
10.0% to 14.9%	30 to 44.5 hours	40% retained
15.0% to 24.9%	45 to 74.5 hours	45% retained
25.0% to 49.9%	75 to 149.5 hours	70% retained
50% and over	150 or more hours	100% retained

3. Enrollment time is defined as the time elapsed between the actual starting date and the date of the students last day of physical attendance in the school. Any money due to the applicant or student shall be refunded within **45** days of formal cancellation by the student or formal termination by the school, which shall occur no more than 30 days from the last day of physical attendance, or in the case of a leave of absence, the documented date of return.
4. An administrative fee of \$150.00 may be charged to a student who withdraws or is terminated. For students that are expelled from the institution, the same refund schedule is applied, using the date of expulsion by the school.
5. In case of serious illness, disabling accident, death in the immediate family, or other circumstances beyond the control of the student, the school may make a settlement which it deems to be reasonable and fair.
6. Refunds will be computed on the actual CASH PRICE of the course to the terminated student, as reduced by any scholarship or pell grant.
7. If a course is canceled before instruction has begun, the student is entitled to a full refund of all money paid.
8. If a student is enrolled in a course that is canceled after instruction has begun, or if the school is permanently closed, the student is entitled to a pro rata refund of tuition paid.
9. Any student that does not attend school for a period of 14 days will be considered an unofficial withdrawal.
10. The institutional refund calculation will be used for any student that withdraws from school. No Title IV funds are offered for this program. The student’s last day of physical attendance will be used as the last day of attendance for student’s who officially withdraw

from school. Any refund due to the student will be made within 45 days of their withdrawal date.

11. For students who do not return from a leave of absence, the determination of the date of withdrawal shall be the earlier of the scheduled date of return from the LOA, or the date the student notifies the school that the student will not be returning.

TABULATION OF CREDIT HOURS

Hairitage Hair Academy does not give credit for any time the student is not actually in school unless it is an approved educational opportunity, with an accompanying instructor. Credit is determined by instructor. Hours for students arriving late will be rounded to the next half hour. Students arriving late for theory, will not be admitted to, nor will they receive credit for theory that day. They will not be allowed to punch in until 9:30 A.M., or 1:30 P.M. respectively. Special extra hours may be given to students for classes/shows offered by the industry, and assignments outside of school, without the presence of an instructor, if they can be independently documented by another credible source.

EMPLOYMENT ASSISTANCE

Hairitage Hair Academy will assist graduates in finding suitable employment, but placement is not guaranteed. Career counseling will be offered to students by instructors and guest speakers brought in from salons in the area. When a salon calls the school looking for help, it is announced during theory. Students will be shown how to write a resume, they will be given letters of recommendation, and they will be prepared before leaving the school to enter the workforce.

PLACEMENT, COMPLETION, AND PASS/FAIL RATES

Year: 2017

Completion Rate: 80.00 %

Licensure Rate: 100.00 %

Placement Rate: 77.78 %

Students that graduate from our institution find employment in the cosmetology industry including: Nail Technician, manicurist, product knowledge specialist, educators, etc.

PHYSICAL DEMANDS

1. Long periods of sitting.
2. Bending at the waist and neck.
3. Partially elevated arms.

SAFETY REQUIREMENTS

1. Adequate ventilation.
2. Proper sanitary procedures.
3. Inspect all electrical equipment frequently.
4. Keep all wires, plugs, and equipment in good repair.
5. Study the instructions before using all electrical equipment.
6. Disconnect appliances when you have finished using them.
7. Policy for emergency exit.

VACCINATION POLICY

We do not currently have a vaccination policy.

VOTER REGISTRATION

If you are not currently registered to vote, and you would like to become registered you can find

the information and forms necessary at: <https://secure.utah.gov/voterreg/index.html>

STUDENT SUPPORT SERVICES

Surrounding salons do classes on salon business opportunities and salon employment.

Manufacturers representatives hold classes on what is available to students in the industry.

Child care may be provided by Country Kids Day Care 652-4446 or other surrounding child care facilities.

Car pool may be set up by talking to an instructor.

Students with learning disabilities are advised to contact an instructor. Additional classes and study times will be scheduled. Our institution is ADA compliant and financial assistance may be offered for students with disabilities through the Utah State Office of Rehabilitation located at 515 West 300 North Ste. B, St. George, UT 84770.

FACILITIES AND EQUIPMENT

Our institution has a large clinic floor with 46 workstations, a large nail service room, that has 4 workstations and a large skin care room with 3 workstations. We have a separate dispense area where students are able to mix their own color formulas, and get other necessary products. We have a student breakroom with a refrigerator and microwave. Our institution also has one large classroom that can be divided, when necessary, into two smaller classrooms. All students and clients have access to 4 restrooms on the premises, as well as a drinking fountain. We also have a parking garage located beneath the facility.

All students are provided with their student kit to work with each day. The kits remain at the school and students do not have to take their kit home at night with them. The institution also has 6 shampoo bowls and 7 dryers to allow for adequate customer service.

This catalog is true and correct as of the revised calendar year. Students will be notified in writing of any changes after the published date.

**SATISFACTORY
ACADEMIC
PROGRESS POLICY
(NAIL TECHNICIAN COURSE)**

REVISED FOR CALENDAR YEAR:

2019

NOTE The following policies apply to every student enrolled in this course.

MINIMUM/MAXIMUM TIME FRAME ALLOWED FOR COMPLETION OF THE COURSE

1. Morning Part Time Schedule (23 hours a week): 14/16 weeks
2. Afternoon Part Time Schedule (22.5 hours a week): 14/17 weeks
3. Special schedule accommodations will be figured on an individual basis.

Minimum and maximum time frames include one week of holiday time due to school closures. Students must complete the course within a maximum time frame of 118% of the scheduled time to maintain satisfactory progress. The schedule listed above reflects the minimum and maximum number of weeks that a student may be enrolled in this course. If a student changes their schedule while in school, this would result in a change in their maximum time frame allowed. Any student taking a leave of absence while in school, would also result in a change to their maximum time frame allowed by the same number of days as the LOA.

LEAVE OF ABSENCE POLICY

A student may take a leave of absence for any reason that is considered valid by the institution. These include, but are not limited to: health, financial and family problems. A student may be granted a LOA for 180 days in a 12 month period. A student may take multiple approved leave of absences if necessary, as long as the total number of days taken does not exceed 180 in that 12 months, and there is a reasonable expectation of the student's return to the school. Leave must be a minimum of 14 calendar days, not to exceed 30 calendar days at any one time, with the exception of maternity leave.

When a student is granted a LOA, their contract ending date will be extended by the same number of days taken for the leave. This would also extend their maximum time frame for completion. A leave of absence request and change of status form (contract addendum) must be completed by the student, signed by all responsible parties, and approved by the institution, prior to taking the leave. The leave of absence form must include the reason for the student's request, and the student's signature.

In the event of unforeseen, mitigating circumstances, and the student is unable to sign the forms prior to needing the leave, the institution will then complete the forms with as much information as possible, and the beginning date of the approved LOA will be the first date that the student was unable to attend due to the circumstance. The school will document the reason for the decision to approve this type of a LOA, and the student will then sign the paperwork upon their return to the school, or at a later date.

A student granted a LOA, that meets the specified criteria, is not considered withdrawn, and no refund calculation is required. If a student does not return to the school from an approved LOA, the withdrawal date for that student would be the last day of attendance. Unapproved LOA's will result in the termination of the student, and the last day of attendance will be used as the official withdrawal date. A refund calculation will be done at this time. The institution will make all reasonable efforts to contact the student and have the paperwork signed.

*The school will not assess any student additional charges as a result of an approved LOA.

EVALUATION PERIODS

Student evaluations are done every 150 hours, during the 300 hour course. At halfway through the program, all students will meet with an instructor to review and sign their evaluation and complete an advising sheet regardless of satisfactory progress status. Evaluations are based on the student's actual hours, not scheduled hours. Each student will receive one evaluation and a final

grade during the 300 hour course. In the event that a student does not turn in their time card on time, and then multiple cards are turned in at once, this may result in the student going past their evaluation mark. Such cases will be documented by the school on the student progress report.

During the evaluation, the student and an instructor will give input on strengths and weaknesses. The student will be given a copy of their evaluation to sign, and informed of anything that may impact their eligibility for financial assistance, if applicable. If a student has met the minimum requirements for attendance and academic performance, they will be considered making satisfactory progress until the next evaluation period.

*Transfer students will be given evaluations every 150 actual hours as well, or at least at the mid point of their enrollment, whichever comes first. The number of evaluations that they will receive is based on the number of hours needed for completion.

ACADEMIC POLICY

PERCENTAGES ARE FIGURED ON A CUMULATIVE BASIS AND ROUNDED TO THE NEAREST WHOLE PERCENTAGE DURING THE COURSE

Students are required to attend theory each day, except for Saturday, for one hour. During this time they are given assignments, quizzes and tests that are graded. Their scores are then averaged together to give them a final theory percentage. Each student is graded on the work that they perform during basic training, using the scale below. Students are graded periodically using pre-determined rubrics and by completing calendar assignments. All of these scores are averaged together to give them a final practical percentage. The students are also graded on their professionalism which includes: following the rules, dress, appearance, attitude towards fellow students and clients, and their conduct in class and on the clinic floor using the scale below. At least 3 of the instructors are present at the time this grade is given to each student. All of these categories are then averaged together to give the student an overall final academic grade. Students must maintain a 75% final academic score. If student fails to meet 75%, make up work will be permitted. Our grading scale is as follows:

ACADEMIC GRADING SCALE:

5.0	=	100%
4.0	=	90 %
3.0	=	80%
2.0	=	70%
1.0	=	60%
0.0	=	50%

ATTENDANCE POLICY

PERCENTAGES ARE FIGURED ON A CUMULATIVE BASIS DURING THE COURSE

Students are required to maintain an attendance percentage of 85%. All absences, with the exception of an approved leave of absence, will be counted as missed time and will count against the student's contract ending date. Student's are required to notify the school ahead of time when they know they will be absent. If a student does not notify the school by 8:30 a.m. on the day that they are going to be absent, they will be given a "no-call in" for that day and may be charged a fee of \$10. Some circumstances may require individual evaluation of missed time, a Request for Time Off form may need to be filled out.

TARDY POLICY

Tardies may be given when a student forgets to clock in or out, is gone on a break/lunch for longer than allotted time or comes in past their scheduled time: full time/morning part time- 8:35 and afternoon part time-12:35. Any student that clocks in past their scheduled time of attendance will be required \$20 to attend the remaining hours for that day. For students that are on individualized schedules the same procedure will be followed for their scheduled time of attendance.

WARNING STATUS

If a student falls below the minimum requirements for attendance or academics, at the end of an evaluation period, he/she may be placed on warning status.

APPEALS POLICY

If at any time a student would like to appeal a satisfactory progress determination, they may do so by filling out the appropriate documentation. Acceptable reasons for an appeal may include, but are not limited to: death of a family member, illness or injury of the student, job restrictions, or other unforeseen circumstances. The student must list on the documentation the reason(s) why they did not make satisfactory progress, and what has changed so that they will be able to make satisfactory progress. If the student prevails upon appeal of the negative progress determination, the school will develop an academic plan for the student that will ensure that he/she is able to meet the minimum requirements by a specific time, within the maximum time frame allowed for that student. The institution may also require a meeting between the student and the management. All decisions will be documented and placed in the student's file. Any student may appeal any satisfactory progress decision at any time, following the same outlined procedure.

RE-ENTRY POLICY

Any student that withdraws, or is terminated from the institution, is given a final grade and evaluation. That final grade outlines the status at which the student will be leaving the institution. If the student then makes application to return to the school to finish obtaining their license, they will re-enter the school at the same status as when they left. Also, a student that withdraws or is terminated may be required to pay off the financial obligations of their first contract for re-admittance to the school. Each student's personal situation will be reviewed individually.

TRANSFER POLICY

A student that has accumulated hours at a different institution, or previously at our institution, is considered a transfer student. The institution requires that the student provide a transcript from their previous institution that outlines the number of hours that the student completed while in attendance, or verification of a state issued license, that is covered within the field of study for the course in which they are enrolled. The hours will be counted as both attempted and completed hours. These hours will be evaluated by the management, as well as the time that has elapsed since the student was enrolled in school, to determine the number of hours that will be allowed to transfer. The school reserves the right to accept all or only a portion of the hours from the previous institution. Transfer students will be charged \$8 per hour for instruction needed as their tuition price. A transfer student will be charged a registration fee of \$250, and will also be charged for additional items that may be needed to complete the program (kit, books, uniform, etc.). Our institution does not offer any articulation agreements with other institutions. All students transferring in from a highschool training agreement, will only pay \$6.50 per hour needed to complete the remaining 300 hours within the course. The registration fee will also be waived for these students.

SUSPENSION/TERMINATION POLICY

A student may be suspended or terminated from school for non-payment of tuition, inappropriate conduct, inability to earn sufficiently high grades in a class, or unsatisfactory attendance. The suspension will last for a period of two days. All the time that is missed due to suspension will count against the student's contract ending date and satisfactory progress. A student that has not made satisfactory progress after being placed on probation, and a subsequent academic plan has been implemented, that shows no improvement in attendance or academics by the end of the designated period, will be terminated from school. Students who are following an academic plan but are not yet making satisfactory progress, will not be terminated from school. An institution refund calculation will be done on any student that is terminated. An institution refund calculation will be done on any student that is terminated.

COURSE INCOMPLETES/REPETITIONS/NON-CREDIT REMEDIAL COURSES

Prior to course completion, the student will be required to pass a practical competency evaluation. If the student fails to meet the requirements, he/she may need to complete additional training. These hours will be determined on a case by case basis. In the event that a student does not complete the course or needs to repeat a portion of the program, and they have already reached the hours required by the state, those hours above and beyond will have no effect upon the institutions satisfactory academic progress policy standards. We do not offer non-credit remedial courses and we have a separate withdrawal policy.

INTERNAL GRIEVANCE POLICY

Hairitage Hair Academy has a procedure for any student with a concern or complaint about their education. Concerns or complaints must be submitted in writing. Forms are available from the manager or owner.

COURSE OUTLINE

(NAIL TECHNICIAN COURSE)

REVISED FOR CALENDAR YEAR:
2019

COURSE DESCRIPTION

A study of the basic principles of nail technology, including manicuring, pedicuring, enhancements, sanitization, and salon business.

COURSE OBJECTIVE/MISSION STATEMENT

At Hairitage Hair Academy, we are committed to providing expert training in all phases of Cosmetology/Barbering, Cosmetology/Barbering Instructing, and Nail Technology. Our staff and educators are dedicated to providing the highest quality education to student; to provide the best products and services to customers; to treat students, customers, and coworkers in a kind and professional manner, and to be a positive influence in the community.

Our primary goal is to train students to successfully pass the state licensure exam. It is the school's aim to develop with each student, the education and practical experience necessary for each graduate to begin their career in their related field of study.

INSTRUCTIONAL METHODS USED TO TEACH THE COURSE

The course will be a combination of lecture, demonstration and student participation. Students will demonstrate their knowledge of nail technician theory and application ability through their completion of the required practical and clinical activities. Instruction will be supplemented with guest artists, visual aids and other instructional techniques.

UTAH CURRICULUM/UNIT OUTLINE

The following curriculum for Hairitage Hair Academy shows the approximate hours spent in each subject. The hours below include both practical and theory hours:

1. Introduction consisting of: (5 hours)
 - a. history of nail technology
2. Overview of curriculum
2. Personal, client and salon safety including: (20 hours)
 - a. aseptic techniques and sanitary procedures
 - b. sterilization methods and procedures
 - c. health risks to the nail technician.
3. Business and salon management including: (20 hours)
 - a. Professionalism, Resume Development, Interview Preparation, Job Search Skills
 - b. professional image
 - c. professional ethics
 - d. professional associations
 - e. public relations
 - f. advertising
4. Legal issues including: (5 hours)
 - a. malpractice liability
 - b. regulatory agencies
 - c. tax laws
5. Human immune systems: (5 hours)
6. Diseases and disorders of the nails and skin including: (35 hours)

- a. bacteriology
 - b. sanitation
 - c. sterilization
 - d. decontamination
 - e. infection control
7. Implements, tools, and equipment for nail technology: (5 hours)
 8. First Aid: (5 hours)
 9. Anatomy: (10 hours)
 10. Basic science for nail technology: (10 hours)
 11. Theory of basic manicuring including hand and arm massage: (35 hours)
 12. Physiology of the skin and nails: (20 hours)
 13. Chemistry for nail technology: (10 hours)
 14. Artificial nail techniques consisting of: (95 hours)
 - a. wraps
 - b. nail tips
 - c. gel nails
 - d. sculptured acrylic nails
 - e. nail art
 15. Pedicures and massaging the lower leg and foot: (10 hours)
 16. Elective topics: (5 hours)
 17. Utah Nail Technology Examination review: (5 hours)

COURSE EVALUATION

Students will begin nail technician school with a 2 week basic training course. During this basic training, students will be graded on each task they perform. They will also be tested on the information. During basics, each student will be given a practical and written exam on all techniques learned. Upon passing these tests, students will move on to clinical work.

Students that progress to the clinic floor will do services on patrons, continue to do assignments on manikin hands and attend theory. Students are required to remain busy throughout the day with cosmetology related services/assignments. In the event a student is not keeping busy, they may be asked to clock out and go home for the remainder of the day, or lose the hours for which they were not working on cosmetology related services/assignments

REFERENCES

Books:

1. Standard Text Book of Nail Technology
pub. by - Milady Publishing Corporation
2. Manicuring & Advanced Nail Technology
pub. by - Monroe Publishers, Inc.
3. Theory & Practice of Therapeutic Massage
pub. by - Milady Publishing Corporation
4. How to Win Friends and Influence People
by: Dale Carnegie

Periodicals:

1. American Salon
2. Modern Salon
3. Nail Pro

Media:

Various types of DVD's as well as online educational websites.

**RULES &
REGULATIONS
(NAIL TECHNICIAN COURSE)**

**REVISED FOR CALENDAR YEAR:
2019**

DRESS CODE

1. Regulation aprons must be worn at all times. If a student comes to school without their uniform, they will be sent home for the day.
2. Students are allowed to wear clothes of their choice, with the exception of mini skirts, work jeans, short shorts, or sleeveless shirts. Shorts or skirts must be professional length.
3. Shoes and socks are required. No sandals are allowed.
4. Students should look nice and be well groomed. Any student that does not look presentable will be sent home for the day. Remember you are a reflection of your work.

CONDUCT

Students will conduct themselves in a manner that is appropriate to both men and women. Continual misconduct will result in an advisory session with the manager. If misconduct continues, the warning is followed by probation or possibly suspension. The following is a list of expected behavior:

1. Smoking is allowed only in designated areas.
2. Gum chewing is permitted on the floor, unless it becomes a nuisance.
3. Students should not gather around the dispensary or front desk. Students need to limit the amount of times they check their schedule.
4. Students must take all assignments assigned them. Failure to do so may result in termination or suspension from school. We are here to learn!!
5. Profanity and abusive language is offensive. Students are expected to refrain from it while in the school.
6. Students are expected to act professionally and treat their patrons with respect.
7. Students are responsible for their own equipment. Any lost or stolen items are to be replaced by the students. Please lock up your equipment.
8. Students are expected to keep stations clean and organized. No food or drink is allowed on the clinic floor.
9. Students are required to call in and inform an instructor if they are going to be absent.
10. Students are required to perform a sanitation duty at the end of each day.
11. Parking is in designated areas only.

SOCIAL MEDIA POLICY

Anything posted, or commented on by a student, on any social media network about Hairitage Hair Academy, its students, staff or property, that may reflect negatively on such, will be grounds for immediate suspension from school. Hairitage Hair Academy will not tolerate any post or comment that may appear unprofessional towards it as a place of education and business. These networks would include, but are not limited to; Facebook, Instagram, Twitter, etc..

DESK RULES

1. No student is allowed behind the desk except those assigned to work at the desk.
2. No student is to change anything on the scheduling books except those assigned to desk.
3. Students may use cellular phones only during break and lunch times. Phones are not permitted on the clinic floor. Phones will be confiscated if necessary.
4. Each student will be assigned to work at the desk and must learn the procedures thereof (appointments, checkout, phones, etc.).
5. Students must check to see if they have appointments, before leaving for break.

GRADUATION

1. Students are required by law to have 300 hours credit. (40 hours in Theory)
2. Students will be booked up through graduation, and may not book themselves out to work on theory, without prior approval from an instructor.
3. The final written exam may be taken any time during the last week of school. All tuition must be paid before the exam can be taken, unless the student is under a payment agreement with the school.
4. Theory is to be attended until the final exam is passed.
5. Students may sign up to take their state board tests, only after they have met all other requirements.

OTHER POLICIES

1. Student hours earned in our school will be released to the student upon completion of all assignments required to meet school and Utah State regulations.
2. The school maintains the right to dismiss or temporarily suspend a student from school for unacceptable behavior or violation of the afore mentioned policies and regulations.
3. Students are to have all service tickets signed by an instructor. Prices must be filled out by an instructor.
4. Students are to pay for all supplies they use for themselves or other students.
5. Cleanliness and order are to be maintained behind the desk and in the dispensary at all times. Each student is responsible for putting their own supplies away and cleaning up after themselves.
6. Students will be responsible to pay for any damages to clients clothing, school property and/or excess use of product because of carelessness.
7. Students are allowed one hair day per month. Students must have calendars caught up to current day, be making satisfactory progress and check with an instructor before they begin.

GRADING PRACTICAL SERVICES

Each service that a student completes during basics must be graded by an instructor. Instructors grade services on a scale of 5 to 0, with 5 being the very best and 0 being the very worst. Students will also be graded periodically on other practical assignments while working on the clinic floor using pre-determined rubrics to accumulate their percentage. Instructors will be consistent with each other. Each student will be required to complete calendar assignments each month and a percentage of completion is figured into their overall academic grade.

TIMECARDS

1. Never take your time cards out of the building !
2. If you lose your time card, you may lose the hours on that time card !
3. Time cards must be completed and turned in on Tuesday !
 - A. If it is not turned in on time, or turned in incomplete, your grade may be affected.
An incomplete time card includes:
 1. No card#
 2. No date.
 3. The back has not been filled out
 4. The inside has not been filled out.
4. Time cards must be signed daily before you leave. The hours must be signed daily or you may get a " 0 " or lose the hours for that day. Your sani's must be done, checked off, and signed daily as well.
5. Absent days- When you know you are going to be absent, the days must be signed the day you return. If you don't know you are going to be gone, you must call in and let an instructor know or you will receive a " no call in " for that day and be charged a \$10 fee.
6. Extra hours must be signed at the end of the day by an instructor. Extra hours are given only when an appointment runs past 5:00. Extra hours will not be given for staying after to work on other students or for doing your sani.
7. Do not write or draw on your time cards below the sani line, this is for instructor use only.

COLLECTION POLICY

Our institution uses an outside agency to handle all collection accounts. When a student has an outstanding balance of tuition or fees owed to the school, they are first contacted either in person, via phone or email to inform them of the situation. If there is no response from the student, or the student does not follow through with payments on their account, they are then notified in writing about the balance again. They are also reminded at that time that the collection agency charges additional fees on top of the tuition owed to the school to collect the money due (see Line 13 of the Enrollment Agreement). Each student is given 30 days to respond to the letter, if no contact is made with the school at that time, then a second letter is sent to the student giving them an additional 30 days to respond. Once the additional 30 days are up, and if no response is still received, the student's file is then sent to our collection agency. Our collection agency is: Doctors and Merchants Credit located in Cedar City.

**CONSUMER
INFORMATION
NAIL TECHNICIAN COURSE**

**REVISED FOR CALENDAR YEAR
2019**

CAMPUS SECURITY REPORT FOR STAFF AND STUDENTS

The following provides information required under public law, 34 CFR part 668, Student Assistance General Provisions, Campus Safety.

REPORTING PROCEDURES

Should you need to report criminal actions or other emergencies occurring on campus please report this directly to the Director of Hairitage Hair. If Kari Fuller is not available, please report to the instructor in charge. These officials will notify the local law enforcement agency or emergency medical technicians depending on the seriousness of the incident. Hairitage Hair does not recognize any off campus student organizations that would be covered by this act.

The purpose and authority of Hairitage Hair staff is limited to the enforcement of campus rules and regulations. Incidents that go beyond this scope are referred to and investigated by the St. George Police Department.

To ensure accurate and prompt reporting of all crimes, Hairitage Hair will take full written statements from involved parties and witnesses on all emergency or criminal incidents. The written statements are included as part of the written report, and such statements may be used by Hairitage Hair staff and Local/State law enforcement authorities for the purpose of apprehension and/or crime prevention.

The institution strictly prohibits all criminal acts including theft, burglary, the possession, use and sale of illegal drugs and strictly enforces Federal and State drug laws. No warning will be given. Any student found participating in these acts will be terminated from school. The institution has a drug abuse program in effect, as required under section 1213 of the HEA.

Kari Fuller prepares the annual crime statistics and report.

SECURITY OF CAMPUS

The only people allowed in the school are Hairitage Hair staff, students and patrons. All maintenance of campus facilities is done by the management staff. Hairitage Hair Academy does not have any on- or off-campus housing or student organizations. Hairitage Hair reserves the right to ask any visitor, students, staff or patron to leave the facility following any disruptive behavior.

CAMPUS LAW ENFORCEMENT

We do not any campus law enforcement. We report all criminal activity to local law enforcement.

SECURITY PROGRAMS OFFERED

Our institution annually provides information/classes on security procedures and practices associated with our campus and community. These classes are designed to inform students about prevention of crimes, possession, use and sale of alcoholic beverages, state underage drinking laws, possession, use and sale of illegal drugs, sexual offenses.

SEXUAL OFFENSES

The institution has the St. George Police Department come to the school yearly to discuss and promote the awareness of rape; acquaintance rape; and other forcible and non-forcible sex offenses.

Students are to follow the procedures detailed below if a sex offense occurs:

1. Notify Kari Fuller, Director of Hairitage Hair Academy, and the proper law enforcement authorities (St. George Police Department). If requested, the institution will notify the St. George Police Department. It is very important that the victim reserve evidence for the proof of the criminal offense.
2. Although Hairitage Hair Academy has no on-campus housing we will assist you, if requested, in finding other living situations after an alleged sex offense. We may assist you in changing your academic program and/or from days to evenings or vice versa.
3. The institution does not have any on-campus counseling centers but has attached a supplement listing the centers that victims of sexual offenses may contact for assistance.

Please be advised that the institution does not have any institutional proceedings. All sexual offenses are reported to the local authorities. If the accused is convicted, the institution will, based upon the crime, suspend the student; require counseling and/or terminate the student from the institution.

DISCIPLINARY ACTION

If a student should violate this regulation he/she will be terminated from classes and the violation or violations will be referred to the City Police Department. Severity of the offense and any action needed will be determined and enforced by the Police Department. Reinstatement after termination resulting from violation of this regulation will require demonstration that all violations have been corrected. The school will work closely with the Police Department and any state approved counseling or rehabilitation agency. The professional judgment of the organization involved will be followed by the school.

Any employee in violation of this regulation will be permanently terminated. The violation or violations will be referred to the City Police Department for whatever action they deem applicable.

Information regarding registered sex offenders may be obtained at:

<http://www.sexualoffenders.com/statedatabases/utah-sex-offender-registry.htm>

EMERGENCY RESPONSE AND EVACUATION PROCEDURE

In the event of an emergency staff will notify the appropriate agency via the telephone or alarm system and will help evacuate all students and clients from the building.

MISSING STUDENT NOTIFICATION

When a student has been absent from school for a period of two weeks the institution will try to contact them. If they are unable to be contacted the institution will then attempt to reach the emergency contact listed on the student's enrollment agreement.

HAIRITAGE HAIR ACADEMY DRUG AWARENESS POLICY

Hairitage Hair Academy has the responsibility of maintaining an educational environment conducive to academic achievement and assisting students to become successful. Hairitage recognizes that the use and abuse of alcohol and other drugs interferes with the student's educational goals and therefore, is committed to facilitating a drug free learning environment. Students, Employees and Management will have access to alcohol and other drug education. As well as educating, Hairitage has very stringent policies governing the use of alcohol and other drugs on school grounds.

It is the policy of Hairitage Hair Academy that possession, use or distribution of drugs and alcohol on school property is strictly forbidden. Anyone found to be in possession, distributing, or using any drugs or alcohol on school property will be immediately terminated from school and in the case of drugs, the proper authorities will be notified.

Drugs and Alcohol can effect a student's performance. In some cases it may result in a student not making satisfactory progress and being placed on probation. Any student suspected of drug or alcohol abuse will be counseled in regards to the danger of using drugs and alcohol, not only to the student, but also to the patrons of the school due to lack of concentration and reflexes. They will also be supplied with the hot line numbers of organizations geared to help drug and alcohol abusers.

All students, employees and management are expected to act in accordance with Utah State laws concerning the purchase, possession, use, consumption, sales and storage of alcoholic beverages. Hairitage supports and endorses the provisions of the state laws which prohibit and restrict the use of alcohol and other drugs and insists on compliance with the statutes by the students, employees and management.

Students who are of legal age (which is 21 in the State of Utah) and choose to drink are expected to maintain responsible control over their drinking and to conform to the laws of the State of Utah. Students should realize they are subject to Federal, State and Local laws as well as Hairitage's rules and regulations and are not entitled to immunity or privileges before the law. Violation of the school's alcohol and drug policy may result in prosecution by civil authorities.

In addition, students should be aware that according to the Anti-Drug Abuse Act of 1988 (Section 5301) students who receive Federal Financial Aid (i.e., Pell Grant) must certify that they will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the period covered by the aid. If students are convicted of drug distribution or possession, the courts may suspend their eligibility for Title IV Financial Aid.

DRUG PREVENTION PROGRAM POLICIES AND PROCEDURES

1. Students receive a copy of the school's Drug Prevention Program on the first day of class. This is gone over in detail and then the student must sign that they understand and have received a copy of our Drug Prevention Program. Copy the top two sheets (the second sheet has the students and owners original signatures) and give the student a copy back of these two pages. The student keeps the rest of the packet.
2. Employees receive a copy of the school's Drug Prevention Program on the first day of class. This is gone over in detail and then the employee must sign that they understand and have received a copy of our Drug Prevention Program. Copy the top two sheets (the second sheet has the employees and owners original signatures) and give the employee a copy back of these two pages. The employee keeps the rest of the packet.
3. Post to the Drug Prevention Ledger any of the following:
 - a. The number of drug and alcohol related disciplinary sanctions imposed.
 - b. The number of drug and alcohol related referrals for counseling or treatment.
 - c. The number of drug and alcohol related incidents recorded in the logs of law enforcement officials.
 - d. The number of drug and alcohol related incidents of vandalism.
 - e. The number of students or employees attending self-help or other counseling groups related to drug or alcohol abuse.
 - f. Student, faculty and employee attitudes and perceptions about the drug and alcohol problem at the school.

This information must be reviewed biennial to determine the effectiveness of Hairitage Hair Academy Drug Prevention Program.

Weapons Law Violations

The violation of laws or ordinances dealing with weapon offenses, regulatory in nature, such as: manufacture, sale, or possession of deadly weapons; carrying deadly weapons, concealed or openly; furnishing deadly weapons to minors; aliens possessing deadly weapons; and all attempts to commit any of the aforementioned.

Drug Abuse Violations

Violations of State and local laws relating to the unlawful possession, sale, use, growing, manufacturing, and making of the narcotic drugs. The relevant substances include: opium or cocaine and their derivatives (morphine, heroin, codeine); marijuana; synthetic narcotics (demerol, methadone); and dangerous non-narcotic drugs (barbiturates, Benzedrine).

Liquor Law Violations

The violations of laws or ordinances prohibiting: the manufacture, sale, transporting, furnishing, possessing of intoxicating liquor; maintaining unlawful drinking places; bootlegging; operating a still; furnishing liquor to a minor or intemperate person; using a vehicle for illegal transportation of liquor; drinking on a train or public conveyance; and all attempts to commit any of the aforementioned. (Drunkenness and driving under the influence are not included in the definition.)

Sex Offenses Definitions from the National Incident-Based Reporting System Edition of the Uniform Crime Reporting Programs

Sex Offenses - Forcible

Any sexual act directed against another person, forcibly and/or against that person's will; or not forcibly or against the person's will where the victim is incapable of giving consent.

A. Forcible Rape - The carnal knowledge of a person, forcibly and/or against that person's will; or not forcibly or against the person's will where the victim is incapable of giving consent because of his/her temporary or permanent mental or physical incapacity because of his/her youth.

B. Forcible Sodomy - Oral or anal sexual intercourse with another person, forcibly and/or against that person's will; or not forcibly against that person's will where the victim is incapable of giving consent because of his/her youth or because of his/her temporary or permanent mental or physical capacity.

C. Sexual Assault With An Object - The use of an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, forcibly and/or against that person's will; or not forcibly or against that person's will where the victim is

incapable of giving consent because of his/her

youth or because of his/her temporary or permanent mental or physical incapacity.

D. Forcible Fondling - The touching of the private body parts of another person for the purpose of sexual gratification, forcibly and/or against that person's will; or not forcibly or against that person's will where the victim is incapable of giving consent because of his/her youth or because of his/her temporary or permanent mental incapacity.

Sex Offenses - Non-forcible

Unlawful, non-forcible sexual intercourse.

A. Incest - Non-forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.

B. Statutory Rape - Non-forcible sexual intercourse with a person who is under the statutory age of consent.

Appendix E to Part 668: Crime Definitions in Accordance with the Federal Bureau of Investigation's Uniform Crime Reporting Program

The following definitions are to be used for reporting the crimes listed in paragraph 668.47 in accordance with the Federal Bureau of Investigation's Uniform Crime Reporting Program. The definitions for murder, aggravated assault, burglary, motor vehicle theft, weapon law violations, drug abuse violations, and liquor law violations excerpted from the Uniform Crime Reporting. The definitions of forcible and non-forcible sex offenses are excerpted from the National Incident-Based Reporting System Edition of the Uniform Crime Reporting Handbook.
Crime Definitions from the Uniform Crime Reporting Handbook

Murder

The willful (non-negligent) killing of one human being by another.

Robbery

The taking or attempting to take anything of value from the care, custody, or control of a person or persons by force or threat of force or violence and/or by putting the victim in fear.

Aggravated Assault

An unlawful attack by one person upon another for the purpose of inflicting severe or aggravated bodily injury. This type of assault usually is accompanied by the use of a weapon or by means likely to produce death or great bodily harm. (It is not necessary that injury result from an aggravated assault when a gun, knife, or other weapon is used which could and probably would result in serious personal injury if the crime were successfully completed.)

Burglary

The unlawful entry of a structure to commit a felony or a theft. For reporting purposes this definition includes: unlawful entry with intent to commit a larceny or felony; breaking and entering with intent to commit a larceny; housebreaking; safecracking; and all attempts to commit any of the aforementioned.

Motor Vehicle Theft

The theft or attempted theft of a motor vehicle. (Classify as motor vehicle theft all cases where automobiles are taken by persons not having lawful access even though the vehicles are later abandoned including joyriding.)

This institution opens its doors at 8:30 a.m. daily. The doors will be locked at 5:00 p.m. Tuesday thru Saturday. Students and staff are advised to leave the building in a group and to be aware of the surroundings.

Once a year, Hairitage Hair Academy has the Citizens Against Crime group come to the institution and talk to students about crime prevention; how to prevent sex offenses, and procedures to follow when sex offenses occur along with other safety related issues.

New students and staff receive this Campus Report at orientation and are advised at this point that they must be responsible for their own security and the security of others (staff).

SEXUAL OFFENSES

As mentioned under Hairitage Hair Academy, the institution has the Citizens Against Crime group come out to the school yearly. This group will discuss and promote the awareness of rape; acquaintance rape; and other forcible and non-forcible sex offenses.

Students are to follow the procedures detailed below if a sex offense occurs:

1. Notify Kari Fuller, Director of Hairitage Hair Academy, and the proper law enforcement authorities (St. George Police Department). If requested, the institution will notify the St. George Police Department. It is very important that the victim reserve evidence for the proof of the criminal offense.
2. Although Hairitage Hair Academy has no on-campus housing we will assist you, if requested, in finding other living situations after an alleged sex offense. We may assist you in changing your academic program and/or from days to evenings or vice versa.
3. The institution does not have any on-campus counseling centers but has attached a supplement listing the centers that victims of sexual offenses may contact for assistance. Please be advised that the institution does not have any institutional proceedings. All sexual offenses are reported to the local authorities. If the accused is convicted, the institution will, based upon the crime, suspend the student; require counseling and/or terminate the student from the institution.

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Reinstatement after termination resulting from violation of this regulation will require demonstration that all violations have been corrected. The school will work closely with the Police Department and any state approved counseling or rehabilitation agency. The professional judgment for the organization involved will be followed by the school.

Any employee in violation of this regulation will be permanently terminated. The violation or violations will be referred to the City Police Department for whatever action they deem applicable.

CRIME STATISTICS

The following criminal offenses were reported to Hairitage Hair or the local police as having occurred on campus:

	2014	2015	2016
Murder	0	0	0
Rape	0	0	0
Sexual Offense (forcible)	0	0	0
Sexual Offense (non-forcible)	0	0	0
Robbery	0	0	0
Aggravated Assault	0	0	0
Burglary	0	1	0
Motor Vehicle theft	0	0	0
Hate Crimes	0	0	0

Any student that is an alleged victim of any crime of violence or a non-forcible sex offense has the right to obtain the results of any disciplinary proceedings of the institution against the alleged perpetrator of the crime upon written request to the institution.

Hate crimes are described as ones that manifest evidence of prejudice based on race, religion, sexual orientation or ethnicity, as described by the Hate Crimes Statistics Act (28 U.S.C. 534)

In addition to the above crimes, the following number of arrests were made during the 2014, 2015, and 2016 years for these specific violations:

Liquor-law violations	0	0	0
Drug-abuse violations	0	0	0
Weapons Possession	0	0	0

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report to the instructor in charge. These officials will notify the local law enforcement agency or emergency medical technicians depending on the seriousness of the incident. Hairitage Hair does not recognize any off campus student organizations that would be covered by this act.

The purpose and authority of Hairitage Hair staff is limited to the enforcement of campus rules and regulations. Incidents that go beyond this scope are referred to and investigated by the St. George Police Department.

4. To ensure accurate and prompt reporting of all crimes, Hairitage Hair will take full written statements from involved parties and witnesses on all emergency or criminal incidents. The written statements are included as part of the written report, and such statements may be used by Hairitage Hair staff and Local/State law enforcement authorities for the purpose of apprehension and/or crime prevention.

The institution strictly prohibits the possession, use and sale of illegal drugs and strictly enforces Federal and State drug laws. The institution has a drug abuse program in effect, as required under section 1213 of the HEA. For additional information on the institution's drug program please see student support services located in the catalog.

SCHOOL ACCESS

The only people allowed in the school are Hairitage Hair staff, students and patrons. Hairitage Hair reserves the right to ask any visitor, students, staff or patron to leave the facility following any disruptive behavior.

UTAH STATE LAWS AND PENALTIES

DRIVING UNDER THE INFLUENCE

OPEN CONTAINERS IN THE VEHICLE

A person may not drink any alcoholic beverage while operating or as a passenger in a motor vehicle, whether that vehicle is moving, stopped, or parked on any highway or street or any area used for any purpose of vehicular traffic.

Further, a person may not keep, carry, transport, possess or allow another to do so; any container of an alcoholic beverage which has been opened, its' seal broken, or the contents of the container has been partially consumed.

This does not apply to passengers in the living quarters of a motor home or camper or persons traveling as passengers in a licensed taxi or bus.

PENALTY

Class B misdemeanor, imprisonment not exceeding 6 months and/or fine not exceeding \$1,000.00.

DUI

It is unlawful for any person to operate or be in actual physical control of a vehicle within this state if the person's blood or breath alcohol level is above a concentration of .08 or greater as shown by a chemical test given within two hours of operating of a vehicle, or if the person is under the influence of alcohol and/or other drugs to a degree which renders the person incapable of safely operating a vehicle.

PENALTIES

1st conviction: Class B Misdemeanor, Imprisonment of 60 days to 6 months and/or \$1,000.00 fine. PLUS 48-240 hours in detoxification or 24-60 hours community service. PLUS 90 days suspension + up to \$75.00 reinstatement fee. No hardship license issued for anyone. PLUS B.A.C. of .08 = 90 days suspension + reinstatement fee of up to \$75.00. This applies to Administration of Driver's License Action. PLUS victim restitution fee of \$100.00.

NEGLIGENT DUI WITH INJURY - PENALTY

Class A Misdemeanor, up to one year imprisonment and fine up to \$2,500.00, plus possible 25% surcharge for crime victim reparation trust fund. (UCA 63-63-9)

AUTOMOBILE HOMICIDE - PENALTY

3rd Degree Felony; 0-5 years in State Prison and up to \$5,000.00.

Note: Penalties for second and third convictions increase in terms of length of imprisonment and amount of mandatory fines, and can include increased community service hours, detoxification, commitment to treatment by court, driver's license revocation.

COMMUNITY RESOURCES EDUCATION AND PREVENTION:

ALCOHOLISM & DRUG ABUSE SERVICES

SOUTHWEST CENTER

474 West 200 North
St. George, UT 84770
(435) 634-5602

HORIZON HOUSE OF SOUTHWEST UTAH

54 North 200 East
Cedar City, Utah 84013
(435) 586-2515

TURNING LEAF WELLNESS CENTER

1240 East 100 South, Ste. 121
St. George, UT 84790
(435) 652-1202

SELF-HELP GROUPS

ALCOHOLICS ANONYMOUS

(435) 674-4791

AL-ANON/ALATEEN

(435) 674-4791

NARCOTICS ANONYMOUS

(435) 673-0608

RAPE/SEXUAL ASSAULT RESOURCES

DOVE CENTER

(435) 628-1204

RAPE/SEXUAL ASSAULT CRISIS LINE

1-888-421-1100

INTERMOUNTAIN SPECIALIZED ABUSE CENTER (ISAT)

(435) 628-8075