



# **Student Handbook and School Catalog**

**2021-2022**

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## **A. Mission Statement**

Texas Barber College's ("TBC" or the "School") mission is:

- To prepare students for examination by the Texas Department of Licensing and Regulation ("TDLR"). This examination determines their fitness to receive a license to practice in the state.
- To provide a complete educational and training program which includes all services that may be requested by the clientele of professional barbershops and salons.
- To provide an educational and training program designed to attain occupational competency, which will lead to gainful employment.
- To provide an early introduction to the fundamentals of the students' chosen field. This will enhance the opportunity for occupational competency.
- To provide practical experience whenever possible through cooperative programs with business, industry and government, so students will have maximum advantages of a viable learning experience.

## **B. Facilities**

<b>Name</b>	<b>Address</b>	<b>City</b>	<b>Tuesday-Friday*</b>	<b>Saturday*</b>
Main Campus	8201 S. Gessner Road, Ste. A	Houston, Texas 77036	8:00 a.m.-9:00 p.m.	8:00 a.m.-4:30 p.m.
Branch Campus #1	5148 South Lancaster Road	Dallas, Texas 75241	8:00 a.m.-9:00 p.m.	8:00 a.m.-4:30 p.m.
Branch Campus #2	9888 Ferguson Road, Ste. 101	Dallas, Texas 75228	8:00 a.m.-9:00 p.m.	8:00 a.m.-4:30 p.m.
Branch Campus #5	4473 North Freeway	Houston, Texas 77022	8:00 a.m.-9:00 p.m.	8:00 a.m.-4:30 p.m.

\*TBC reserves the right to change days and/or times that it is open.

The main switchboard phone number for all campuses is 713.953.0262 or 214.943.7255.

All institutional facilities are fully equipped with spacious classrooms, necessary fixtures and equipment for a fully functioning barber shop or beauty salon, office and storage space, and restrooms, making them readily available for educational use.\*\* Classroom instruction includes PowerPoint presentations. The clinical floor areas give students the opportunity to improve their practical skills by providing services to patrons.\*\*\* TBC facilities include areas supplied with books, DVDs, Wi-Fi, VHS videos, DVD/VHS/CD players and a TV. These media resources are available to students at all times during hours of operation at the facilities. In an effort to maintain quality training programs, TBC is always improving its facilities to ensure its students can learn in the most up-to-date educational environment possible. TBC adheres to a written operation and maintenance plan, a copy of which is available to all students at every campus or upon request to a Student Services Representative or the Corporate Office.

Except for private areas of restrooms, TBC facilities may be monitored twenty-four (24) hours a day by digital video surveillance cameras. Video cameras may be positioned in appropriate places within and around TBC buildings and used in order to help promote the safety and security of people and property and to ensure uninterrupted school operations. Some video surveillance cameras include audio recording capabilities. If available, the view and use of video and audio surveillance tapes is subject to the discretion of TBC management.

*\*\* Subject to necessary governmental and accreditation approvals and to the discretion of TBC, there might be circumstances in which TBC offers temporary distance learning, such as via a learning management system for online theory instruction.*

*\*\*\* In regard to services performed by TBC students on the general public, at all times students are acting in the sole capacity of a student and not as an employee of TBC. Students receive hourly credit towards their program for services performed on clients, but do not receive any payment from TBC for these services. Students should have no expectation of employment at TBC following completion of their program.*

### **C. Instructional Faculty**

TBC employs licensed instructors who are certified to teach their particular specialties in a state-licensed school. TBC also complies with all regulatory requirements as to the minimum teacher-to-student ratio as prescribed by the TDLR. All instructors' names and educational histories are attached as an addendum to this catalog.

### **D. Admissions - Requirements and Procedures**

The Admissions Department at TBC is tasked with ensuring that qualified potential students are admitted to TBC while meeting the mission of TBC.

#### **Requirements**

"Qualified potential students" are those meeting the following admission requirements:

- At least 18 years of age or beyond the age of compulsory high school attendance.
- Government-issued photo identification (driver's license or state photo i.d.) and social security card.
- Earned a valid high school diploma\*\*, GED certificate\*\*\*, or successful completion of homeschooling at the secondary level as defined by Texas state law, or provides self-certification of the same on TBC Enrollment Application and, if a Title IV applicant, on the FAFSA.
- Completion of Enrollment Application, participation in an entrance interview, provision of accurate and current contact information for 5 references (e.g., 3 relatives; 2 friends).

Decisions concerning the admission or rejection of an application at TBC are subject to the discretion of the Admissions Department.

All accepted applicants must pay in the form of cash or money order a TDLR permit fee (\$25 for barber programs). Failure to pay the fee could result in suspension or termination of enrollment.

\*\* An invalid high school diploma includes, but is not limited to, transitional diplomas and those obtained from "diploma mills," which are defined as the following:

A "diploma mill" is an entity that:

1. Charges someone a fee and requires him to complete little or no education or coursework to obtain a high school diploma that may be used to represent to the general public that he has completed a program of secondary education or training; and
2. Lacks accreditation by an agency or association that is recognized as an accrediting body for institutions of higher education by the Secretary (pursuant to Part H, Subpart 2 of Title IV) or a Federal agency, state government, or other organization that recognizes accrediting agencies or associations.

\*\*\*TBC does not accept students on an ability-to-benefit (ATB) basis.

#### **Procedures**

The Admissions, Student Services, Financial Aid, and Education Departments are available upon reasonable notice to any prospective or enrolled student during TBC's normal administrative working hours to assist in obtaining information about TBC, including its barber program, financial assistance, percentages for completion, licensure, and placement, security policies, and crime statistics. Prior to admitting a prospective student to TBC, all prospective students may take a tour of the TBC campus. In addition, Admissions Representatives have individual meetings with the prospect, during which the representatives conduct an interview and share information about the barber program and its costs. At this initial meeting, prospects are given directions on how to access and use (if they so choose) TBC's electronic management

system (“ADM”) for purposes of completing enrollment and, if desired, financial aid forms. The Admissions Representative also gives the prospect hard copy documents, including a barber kit list, instructions on how to apply for Title IV financial aid, and a “What’s Next” form, which identifies information the prospect needs to provide TBC to complete both the admissions and financial aid process. If needed, the Admissions Representative will schedule a follow-up meeting time when the prospect is to return to TBC with required information and, if interested in financial planning to pay for school, to meet with a Financial Aid Representative.

### **E. Notice of Arbitration Agreement & Class Action Waiver**

As a condition for enrollment at TBC, students enter into an agreement which provides that all disputes between a student and TBC will be resolved by binding arbitration.

Students thus give up their right to go to court to assert or defend their rights under their enrollment agreement (except for matters that may be taken to small claims court).

\* A student’s rights will be determined by a neutral arbitrator and not a judge or jury.

\* Students are entitled to a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in court.

\* Arbitrator decisions are as enforceable as any court order and are subject to very limited review by a court.

As a further condition for enrollment, students also agree that any dispute or claim that they may bring will be brought solely in the student’s individual capacity, and not as a plaintiff or class member in any purported class action, representative proceeding, mass action or consolidated action.

Notwithstanding the student’s agreement to resolve any disputes with the School by binding arbitration:

- The School does not require a Federal student loan borrower to participate in arbitration or any internal dispute resolution process offered by the institution prior to filing a borrower defense to repayment application with the U.S. Department of Education pursuant to 34 CFR § 685.206(e);
- The School does not, in any way, require students to limit, relinquish, or waive their ability to pursue filing a borrower defense claim, pursuant to 34 CFR § 685.206(e) at any time; and
- Any arbitration required by the pre-dispute arbitration agreement with the School tolls the limitations period for filing a borrower defense to repayment application pursuant to 34 CFR § 685.206(e)(6)(ii).

Binding arbitration with the School will be conducted by the American Arbitration Association (the “AAA”), under its Consumer Arbitration Rules.

You may begin the arbitration process by getting together the following documents:

- Notice of Arbitration and/or a Statement of Claim explaining the nature of the dispute and the relief requested
- The arbitration agreement that refers to the AAA
- Any supporting documents or exhibits
- Appropriate filing fee

When you have all the above documents ready, you can file your case in any one of the following ways:

- Online: <https://apps.adr.org/webfile>
- Email box: [casefiling@adr.org](mailto:casefiling@adr.org)
- Facsimile: 1 877-304-8457 or +1 212-484-4178 (fax number outside the US)
- Mail: American Arbitration Association—Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, USA

More information about the AAA arbitration process and the AAA Consumer Arbitration Rules can be obtained at [www.adr.org](http://www.adr.org) or 1-800-778-7879.

For more information about the School's arbitration process please contact:

Kathleen Colt, General Counsel  
Texas Barber College  
P.O. Box 421206  
Houston, TX 77242  
Phone: (713) 953-0262, ext. 1407  
Facsimile (713) 574-2731  
Email: [kathleen@txbarber.edu](mailto:kathleen@txbarber.edu)

#### **F. Policies Relating to Transfer Credit from Other Schools**

Credit from a previous enrollment from any institution, including a program from TBC, for a student enrolling with TBC is subject to approval by the Student Services Department. The student is responsible for submitting an official transcript from TDLR. All transfer students must purchase a complete kit, which includes books. The required kit and books must be purchased directly from TBC. If the re-enrollee opts out of this requirement and does not purchase a kit from TBC, he or she must obtain approval of his/her kit from a Campus Director.

Students must have their transfer hours posted and marked as "paid" on TDLR's website before beginning their enrollment. Failure to do so will result in the rejection of a student's transfer hours. Barring special circumstances, and subject to the discretion of TBC, TBC will not recognize transfer hours that have been posted and/or marked as "paid" after a student's start date.

#### **G. Re-enrollments**

If a former TBC student wishes to re-enroll at TBC, he/she must complete a Re-enrollment Application. Re-enrollment decisions will be made by a Re-enrollment Committee, which might require a phone interview of the applicant. If the re-enrollee opts out of purchasing a kit from TBC, he or she must obtain approval of his/her kit from a Campus Director.

#### **H. Withdrawal Procedures/Cancellation of Enrollment**

Students may cancel or terminate their enrollment at any time by completing and submitting a Withdrawal Request form to a TBC Student Services Representative via hand delivery, ADM submission, or via facsimile at (713) 574-2731. Withdrawal Request forms are available via ADM per request, at all campuses, and the Corporate Office. Appropriate refund calculations will apply.

#### **I. Program Offering**

The schedule for the following barber program is based upon a 30-hour week (6 hours per school day). The barber program is full-time; TBC does not offer any part-time programs.

**Barber Program** (1000 hours) SOC 39-5011; CIP 12.0402

**Program Mission:** To provide students with an educational program that prepares them for the State licensing examination and for a successful career in barbering.

**Program Objectives:** To teach the fundamentals of the barber curriculum pursuant to Chapter 1601 of the Texas Occupations Code and as administered by the TDLR.

**Licensing Requirements:** Students must complete state-mandated hours and pass required state licensing exams (written and practical).

This program is 1000 clock hours - 34 weeks in length based upon a 30-hour week. The actual length in calendar months depends on each individual student's ability to attain these hours in a timely manner.



Curriculum:

Basics: anatomy and physiology; disorders of the skin, scalp, hair and nails; chemistry (haircoloring, chemical waving, and relaxing); bacteriology, sterilization and sanitation; safety, first aid, and sanitation; barber implements, tools, equipment and related theory; and history of barbering	150
Practice: shaving; mustaches and beards; haircutting; hairstyling; hair and scalp treatments, scalp massage; safety, first aid, and sanitation; hairweaving, extensions, and wigs; face and neck massage and treatments; facial hair removal; manicuring; chemistry (haircoloring, chemical waving, and relaxing); and razor techniques, safety, first aid, and sanitation.	750
Business: Texas barber laws and rules; customer service; barbershop management; professional ethics and image; safety, sanitation, related practices and theory; and hygiene and good grooming.	100

Students are expected to comply with the assigned schedule for the Barber Program, which may change from time to time at the discretion of TBC.

At least five (5) hours each week—one hour and 15 minutes on Tuesdays through Fridays shall be devoted in the classroom to the instruction of theory.

It is essential for students attend school on Saturdays, when student activity is devoted exclusively to practical work over the chair.

TBC does not have any information technology requirements. However, students can access their enrollment, financial aid, and informational documents, such as this Student Handbook and School Catalog, via their student portal – ADM – during their enrollment. This electronic student document management system also allows students to communicate directly with Financial Aid Representatives via a chat feature, which is accessible through any mobile device or computer.

**J. Grading System/Graduation Requirements**

Grading System

TBC assesses students' knowledge of the program material through five (5) multiple-choice module tests, each corresponding with units of study. TBC has adopted, implemented and adheres to the following grading scale for these written module tests:

Excellent	100-90
Good	89-80
Fair/Satisfactory	79-70
Failing/Unsatisfactory	69-0

In addition, instructors evaluate student performance on the clinic floor through written assessments of students' work on live clients and/or mannequins. A Pass/Fail metric is used for grading on these written practical evaluations. Students should take all four (4) written practical assessments at 2 different points in their progression through the program. Weekly assignments are handed in and examinations are given throughout the week. Make-up work may be performed with permission of the instructor. At any time during a student's enrollment, TBC reserves the right to suspend a student and require him or her to meet with an instructor or a Student Services Representative to discuss plans for completion of written work, such as chapter tests or module exams.

### Graduation Requirements

To graduate from TBC, all students must:

- Complete the number of state-mandated hours for the barber program.
- Have a cumulative average of at least a 70 or higher on all five (5) written module tests.
- Have all financial accounts with TBC settled before graduation.
- Otherwise be a student in good academic and disciplinary standing.

Upon request to the Student Services Department, students may receive a transcript after transferring or graduating from TBC. Verification of graduation, including the release of completed clock hours, will be submitted to TDLR by TBC.

### K. Educational Costs

*(Prices are subject to change. See Admissions office for details.):*

Program	State Mandated Clock Hours	Tuition	Fees	Kit and Books	Total Cost (Full Program)
Barber	1000	\$12,500.00	\$2,000.00	\$495.00	\$14,995.00

### Fees, Kits, and Books

Students are encouraged to purchase a complete kit, which includes the cost for books, from TBC. However, a student may opt out of this requirement and buy a kit and/or books from another source. If the student opts out of this requirement and does not purchase a kit from TBC, he or she must obtain approval of his/her kit from a Campus Director. If purchased from TBC, upon delivery of kits and books to a student, the student will not be entitled to any refunds for the cost of these items. The cost of the kit does not include replacement of lost, stolen, or consumed items. TBC reserves the right to replace any item in a kit with an item that is comparable in quantity and quality.

### Costs for Transfers

If a student has recognized transfer hours from another school, he/she will be charged a prorated portion of the program tuition. This prorated amount will be calculated by dividing the total amount of hours the student needs for licensure by the total amount of hours for the full program. This percentage will then be multiplied by the total amount of tuition for the full program.

Students who wish to transfer between two TBC campuses may do so once per calendar year. Requests for transfer are made to a Student Services Representative. Transferring students will be charged \$100 transfer fee.

### Methods and Means of Payment

Students can pay tuition, fees, and kit and book costs with cash, cashier's check, Visa or Mastercard, money orders, DARS purchase orders, Department of Veterans Affairs (VA) funds, Federal financial aid funds, or another approved outside source. At any time during a student's enrollment, TBC reserves the right to suspend a student and require him or her to meet with a Financial Aid Representative to discuss plans for payment to TBC.

If a student's financial aid and/or down payment does not satisfy all charges identified in his/her Enrollment Contract, the student must enter into an approved payment plan with TBC. In the event that TBC is unable to estimate a student's financial aid for every academic year associated with his/her program, the student may choose to delay this decision until he/she is eligible to submit the appropriate application(s) for aid. However, a student must pay all remaining balances due to TBC prior to his/her completion of 90% of the barber program. If at any time during a student's enrollment, a student cannot secure funds to pay for the remaining balance due to TBC, his/her enrollment will be suspended or terminated until funds can be secured or, subject to the discretion of TBC, alternative payment arrangements, such as a promissory note, can be made with the School.

If you pay tuition, fees, and/or kit and book costs with Federal financial aid funds, you must provide all information necessary to ensure timely delivery of those funds. You are responsible for paying the total tuition, fees, and kit and book costs and for repaying applicable loans plus interest.

TBC will accept full payment of tuition, fees, and kit and book costs prior to orientation.

### **Estimated Living Expenses**

In addition to costs for your tuition, fees, books, kit, and supplies and equipment, students should estimate how much it costs to live under various circumstances (for example, depending upon whether a student lives with his/her parents or at a separate location).

To estimate the total expenses at TBC, TBC has prepared the following chart based upon a modest, but adequate standard of living under various conditions. The source for determining Room and Board expenses was advertising for apartments in the surrounding areas. TBC considered bus fare costs and average roundtrip mileage in determining Transportation costs. Personal expenses, such as food costs, were calculated according to USDA guidelines for moderate pricing. The cost of tuition, fees, books, kit and supplies and equipment, for the program in which a student enrolls must be added to these figures.

### **Estimated Monthly Living Expenses \***

<b>Expense Type</b>	<b>Students Living with Parents</b>	<b>Single Students Not Living with Parents</b>	<b>Students with Dependents</b>
Room and Board	\$493	\$725	\$725
Personal Expenses	\$76	\$76	\$76
Transportation	\$87	\$87	\$87

\* If a student has any unusual costs such as expenses for a disabled relative, TBC can also adjust a student's budget for these circumstances. However, this will require detailed documentation.

### **L. Satisfactory Academic Progress (SAP)**

All TBC students must maintain satisfactory academic progress (SAP) standards throughout their enrollment. Failure to do so can result in negative consequences to the student (see below).

General Counsel for TBC reviews the SAP policy to ensure it meets all Federal requirements. The General Counsel notifies the Bursar, Financial Aid, and Student Services Departments if TBC changes its policies.

Students who receive Federal Title IV financial aid must maintain SAP standards throughout their enrollment to maintain eligibility to receive Federal financial aid.

TBC's SAP policy is consistently applied to all students within the same program of study, and is the same for all enrolled students, whether Title IV financial aid recipients or not. The policy is printed in this handbook to ensure all students understand it prior to their enrollment.

### **Evaluation Periods**

Evaluations are conducted at the end of each payment period and will determine if the student has met the minimum requirements for SAP. SAP will be measured in evaluation increments according to hours (scheduled and completed) that coincide with payment periods. An increment cannot be longer than half the program or one academic year, whichever is less. All students will be evaluated and measured for SAP at the end of each increment (i.e., at the end of each payment period).

Students who meet the minimum cumulative qualitative requirements are considered to be making SAP until the next scheduled evaluation. TBC will notify students of any evaluation that impacts the student's eligibility for Federal student aid funds. Students may contact the Bursar or the Student Services Department at any time to obtain SAP evaluation results.

Students are evaluated for SAP at the end of their payment period lengths (measured in clock hours) as follows:

<b>Program</b>	<b>Total Hours</b>	<b>Payment Period(s)</b>
Barber	1000	500/500

To maintain SAP, students must meet all of the following requirements:

(i) **Qualitative Component (Academics)**: TBC has adopted, implemented and follows the following grading scale for work performed by students:

Excellent	100-90
Good	89-80
Fair/Satisfactory	79-70
Failing/Unsatisfactory	69-0

Students must maintain a cumulative grade point average of 70 or above on module tests to be compliant with the qualitative component of SAP. This average is calculated with the grades from the written module tests given in theory class. Each test is weighted equally. Any student whose cumulative grade point average is below 70 will not be deemed to be making SAP.

The Bursar Department monitors the qualitative component of SAP.

(ii) **Quantitative Component (Pace of Attendance) Maximum Timeframe**:

The maximum time (which does not exceed 150% of the program length) allowed for students to complete the program according to a 30-hour per week schedule at SAP is stated below:

<b>Program</b>	<b>Total Hours</b>	<b>Weeks</b>	<b>Max Scheduled Hours</b>	<b>Max Weeks</b>
Barber	1000	34	1500	50

TBC will not disburse Title IV funds once it becomes mathematically impossible for the student to complete the program within the maximum timeframe using the 6-hour per day schedule. Thus, in some circumstances, the Financial Aid Warning status (see below) will be bypassed, and a student will lose eligibility for aid due to the impossibility of completing the program within the maximum timeframe.

An approved LOA will extend the student's maximum timeframe by the same amount of time taken in the LOA.

The maximum time allowed for transfer students who need less than the full program requirements will be determined based on 66.67% of the scheduled hours. With regard to SAP, a student's transfer hours will be counted as both attempted and completed hours for the purpose of determining when the allowable maximum time frame has been exhausted. TBC does not factor grades from transfer courses into the qualitative measure for SAP (i.e., cumulative grade point average).

**Determination of Progress Status**

Students meeting the minimum requirements for academics at the evaluation point are considered to be making SAP until the next scheduled evaluation. Subject to being placed on Financial Aid Warning (see below), at the time of each evaluation, a student who has not achieved the required GPA, is no longer eligible to receive assistance under the Title IV, HEA programs. Once on financial aid warning, a student deemed not to be maintaining SAP at the following evaluation point will lose eligibility for Federal financial aid.

### **Failure to Meet SAP Standards – Student Statuses**

**Financial Aid Warning:** “Financial Aid Warning” means a status assigned to a student who fails to make satisfactory academic progress at an institution that evaluates academic progress at the end of each payment period. [See 34 CFR 668.34(a)(11)(b)].

Students who fail to meet minimum requirements for academic progress first will be advised that they have been placed on Financial Aid Warning for one payment period and considered to be making SAP during the warning period. Thus, a student who is put on Financial Aid Warning can continue to receive Title IV funds for that one payment period. Financial aid warning statuses may be assigned without an appeal or other action by the student. The student will be advised in writing on the actions required to attain SAP by the next evaluation. If at the end of the warning period, the student still has not met the academic requirements for SAP, he/she will lose his/her financial aid eligibility.

### **Failure to Meet SAP Standards – Consequences**

**Potential Loss of Aid:** As described above, students who fail to meet minimum SAP standards will lose their eligibility for Federal financial aid, unless they are on financial aid warning.

**Termination of Enrollment:** In addition to the evaluations at the end of each payment period, TBC continually monitors a student’s attendance and grade point average throughout his/her enrollment. If at any time TBC determines that a student is failing to make sufficient progress and/or communicate with TBC, the School may terminate a student’s enrollment. All students are strongly encouraged to stay in communication with their Student Services Representative in the event of consecutive absences or other attendance or grade deficiencies. The best strategy to prevent termination due to SAP deficiencies is regular class attendance and participation thirty (30) hours per week for five (5) days a week.

### **Reestablishing Aid**

Students can reestablish eligibility only by taking action that brings the student into compliance with the qualitative components of TBC’s SAP policy.

### **Interruptions, Re-entering Students, and Withdrawals**

If enrollment is temporarily interrupted for an approved Leave of Absence (LOA), the student will return to School in the same progress status as prior to the LOA. Hours elapsed during a LOA will extend the student’s contract period by the same number of days taken in the LOA and will not be included in the student’s cumulative attendance percentage calculation. Students who withdraw prior to completion of the program and wish to re-enroll will return in the same SAP status as at the time of withdrawal. Students who re-enter TBC will resume school in the same progress status as when they left.

### **Program Incompletes, English as a Second Language (ESL) Courses, Repetitions, and Noncredit Remedial Programs**

Program incompletes, ESL, repetitions, and noncredit remedial courses do not apply to TBC. Therefore, these items have no effect upon the School’s SAP standards.

## **M. Counseling for Program Progress**

A student may request or be provided with information concerning his/her progress through the barber program, including but not limited to, his/her attendance percentage and/or grade point average. A Student Services Representative or Campus Director is the best resource for such information, which is obtained and/or provided through computerized databases, such as a counseling dashboard. **IMPORTANT:** Any and all information obtained by and/or provided to a student via these computerized databases could be subject to change due to various factors, including without limitation, human error, malfunction of the computerized database, or other variables outside the control of TBC.

## **N. Federal Financial Aid**

Federal financial aid programs authorized under Title IV of the Higher Education Act of 1965 offer grants and loans as a way to bridge the gap between what the student and family can provide and what it will cost to attend TBC. An “**academic year**” at TBC is defined as 34 weeks and 1000 hours.

### **Federal Pell Grant**

Federal Pell Grants are grants to help undergraduate students pay for their education. These grants provide a “foundation” of financial aid, to which aid from other Federal and non-federal sources may be added. Unlike loans, grants do not have to be paid back.

The Department of Education uses a standard formula, revised and approved every year by Congress, to evaluate the information you report when you apply for a Pell Grant. The formula produces an Expected Family Contribution (EFC). Your Student Aid Report (SAR) contains this number and will tell you whether you are eligible for a Federal Pell Grant. The grants range up to \$6,495.00 for the 2021-2022 award year. The size of grant you receive will depend on your EFC number, how long you will be enrolled during the academic year, and the cost of education at TBC. An “academic year” is defined as 34 weeks and 1000 hours.

### **Student Loans**

Many students rely on Federal government loans to finance their education. These loans have low interest rates and do not require credit checks or collateral. Student loans also provide a variety of deferment options and extended repayment terms.

The Federal loan offered by TBC for students is called the **Stafford Loan** and is distributed through the **Federal Direct Student Loan Program (FDSLP)**, which is administered by "Direct Lending Schools."

Our institution currently participates in the FDSLP loan program for student and parental loans.

All Stafford Loans are either **subsidized** (the government pays the interest while you're in school) or **unsubsidized** (you pay all the interest, although you can have the payments deferred until after graduation). To receive a subsidized Stafford Loan, you must be able to demonstrate financial need.

With the unsubsidized Stafford loan, you can defer the payments until after graduation by capitalizing the interest. This adds the interest payments to the loan balance, increasing the size and cost of the loan. All students who are eligible for Title IV assistance, regardless of need, are eligible for the unsubsidized Stafford Loan. Stafford Loans allow dependent undergraduates to borrow up to \$5,500 for a full academic year. Independent students and dependent students whose parents have been turned down for a PLUS loan can borrow up to an additional \$4,000 for a full academic year.

### **PLUS Loans**

Parents of dependent students can take out loans to supplement their children's aid packages. The Federal Parent Loan for Undergraduate Students (PLUS) allows parents to borrow money to cover any costs not already covered by the student's financial aid package, up to the full cost of attendance. Like the Stafford Loan, PLUS loans are either FFELP (provided by private lenders, such as banks) or Direct (funds provided by the government). PLUS loans are the financial responsibility of the parents, not the student. If the student agrees to make payments on the PLUS loan, but fails to make the payments on time, the parents will be held responsible.

All applicants for Direct PLUS loans must complete counseling on the U.S. Department of Education's website, [www.studentaid.gov](http://www.studentaid.gov). Parent PLUS Loan borrowers cannot have an adverse credit history, and will have to have a credit check performed on them. A credit check for a PLUS loan applicant will remain valid for 180 days.

For purposes of qualifying for a Direct PLUS Loan, you're considered to have an adverse credit history if

- (i) you have one or more debts with a total combined outstanding balance **greater than \$2,085** that are 90 or more days delinquent as of the date of the credit report, or that have been

- placed in collection or charged off (written off) during the two years preceding the date of the credit report; **or**
- (ii) during the five years preceding the date of the credit report, you have been subject to:
- a default determination,
  - discharge of debts in bankruptcy,
  - foreclosure,
  - repossession,
  - tax lien,
  - wage garnishment, or
  - write-off of a federal student aid debt.

The standard applies to both parent and graduate or professional student Direct PLUS Loan applicants.

If an applicant receives an adverse credit decision, he/she may still be eligible to receive a Direct PLUS Loan. To become eligible, the applicant may take one of the following actions:

1. Obtain an endorser and complete PLUS Counseling.
  - An endorser is someone who does not have an adverse credit history and agrees to repay the loan if you do not repay it.
  - If you are a parent borrower, the endorser may not be the student on whose behalf you are requesting the Direct PLUS Loan.
2. Document to the satisfaction of the U.S. Department of Education that:
  - The information causing the adverse credit decision is incorrect.OR
  - There are extenuating circumstances relating to the adverse credit history. **(Note: Endorsers aren't eligible for this option.)**AND
  - Complete PLUS Counseling

For more information about the ways a parent can qualify for a Direct PLUS Loan, go to <https://studentaid.gov/help-center/contact#all-parents-slsc>

### **National Student Loan Data System (NSLDS)**

Students and parents of students are advised that if they enter into a Title IV, HEA loan, the loan data will be submitted to the NSLDS, and will be accessible by guaranty agencies, lenders and institutions determined to be authorized users of the data system. Find more information at the [NSLDS Privacy Impact Assessment](https://www2.ed.gov/notices/pia/nslds.pdf), <https://www2.ed.gov/notices/pia/nslds.pdf>. Additional information regarding the NSLDS may be accessed at the [NSLDS Student Access](https://nsldsfap.ed.gov/nslds_SA) webpage ([https://nsldsfap.ed.gov/nslds\\_SA](https://nsldsfap.ed.gov/nslds_SA)).

### **How to Apply for Title IV Financial Aid**

All students who wish to apply for financial aid must complete the Free Application for Federal Student Aid (FAFSA). Students and parents of dependent students who wish to complete this application on their own may do so, but free assistance from a Financial Aid Representative is available for prospects and current students during normal business hours.

The length of the program for which you are enrolled will determine under which award year you will apply. The award year covers the period from July 1 through June 30. If your program extends beyond June 30, your financial aid offer eligibility will be calculated for the portion of the program to be completed through June 30. In order to receive the remainder of your financial aid offer, you must file a FAFSA for the next award year when the applications become available.

To correctly fill out the application, you will need certain records. The most important record is your base year (usually the prior year) tax return. You will need your tax return, your parents' tax return (if you are dependent), and your spouse's tax return (if you are married). You may also need copies of your W-2s, mortgage information, social security benefit statements and other agency benefit records. To find out specifically which records you need to fill out the application accurately, ask a Financial Aid Representative.

Students are encouraged to apply as soon as possible. You may have to confirm or correct the information reported and return it to be reprocessed. This could cause a delay in the financial aid offer process. You may also have to verify some of the information you reported on the application.

Since your application is processed electronically, the School will receive an Institutional Student Information Report (ISIR) within a short time after the Central Processing Center receives your application. The information given on this report will be used to determine your eligibility for Federal Student Aid (FSA).

In addition to completing a FAFSA, you may be required to fill out additional forms during your initial interview with a Financial Aid Representative. These forms gather personal information and are to remain in your file at the School. TBC's Financial Aid Department will assist you with these additional forms at no cost.

### **General Student Eligibility Requirements**

- Otherwise be a student in good academic and disciplinary standing.
- Student must have a valid social security number.
- Student must be a U.S. citizen or eligible non-citizen.
- Student must be a regular student enrolled or accepted for enrollment in an eligible program for the purpose of obtaining a degree or certificate.
- Student must meet the academic qualifications for study at the postsecondary level. (Student has a valid high school diploma, GED, or home school certificate-if approved under or accepted from state regulation-- or provides self-certification of the same on TBC Enrollment Application and, if a Title IV applicant, on the FAFSA.)
- Student has not been convicted of a drug-related offense that affects eligibility for FSA.
- Student (if male) must be registered with Selective Service.
- Student must not be enrolled solely in a remedial program.
- Student must maintain satisfactory academic progress (SAP).
- Student must sign the certification statement on the Free Application for Federal Student Aid (FASFA) stating that you are not in default on a federal student loan and do not owe money on a federal student grant and you will use Federal Student aid only for educational purposes.
- Student must not have borrowed in excess of loan limits.
- If enrolled in a correspondence course, that course must be part of an eligible program.
- Student must have financial need (except for Unsubsidized and PLUS loans).
- Verification must have been completed, if required (see Verification Procedures below).
- Student is not enrolled in elementary or secondary school.
- Student is not incarcerated (loans) nor incarcerated in a Federal or state penal institution (all programs).

### **How Aid is Determined**

To determine the amount of aid you will receive, the amount of money that your family can be expected to contribute towards education needs to be estimated. It is necessary to request confidential financial facts about your family's income and assets, the size of your family, the number of persons attending postsecondary education, and any unusual circumstances or expenses in order to estimate this amount of family contribution. This "needs analysis" is conducted through the completion of the FAFSA. From this



objective analysis, a parental contribution is calculated. Students are also expected to contribute from their savings and earnings. The combination of what parents can contribute and what the student can contribute is called the expected family contribution (EFC).

The EFC does not represent the amount of money you will need to pay the School. It determines the aid programs and amount of aid for which a student is eligible.

The goal of financial aid programs is to bridge the gap between the amount you and your family are reasonably able to contribute and your educational expenses. It is very important to realize that aid is available to make education accessible, not to make it free of cost to you or your family.

You **do not** have to be from a low-income family to qualify for financial aid, but, except for unsubsidized and PLUS loans, you do have to have "financial need." Your "need" is the difference between what it costs to attend a particular school and what you and your family can contribute.

Here's how it works:

**COST OF GOING TO SCHOOL** (Tuition, fees, books, supplies, equipment, room and board, personal expenses, travel, and miscellaneous expenses)

- **YOUR EXPECTED FAMILY CONTRIBUTION** (The amount that you and your parents should be able to contribute)

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= **YOUR FINANCIAL NEED**

It is important to note that your aid is determined by the objective factors listed above. The aid offered at TBC is not calculated by any other means. You are not in competition with any other student for funds. Your financial situation determines your financial assistance.

### **Disbursement of Financial Aid**

All Federal financial aid funds will be drawn down in payment periods, which are linked to the student's progression through his/her program. For the 1000-hour barber program, there are two payment periods, which are 500 hours each.

All financial aid offers are calculated on the number of clock hours of instruction and weeks in an academic year. A student must successfully complete the clock hours and weeks of instructional time in a payment period to progress to the next payment period. Student attendance can impact both the date of disbursement and amount of eligibility. In some cases a student may lose all or part of his or her financial aid if his or her actual clock hours do not cross the July 1<sup>st</sup> threshold within the appropriate payment period.\*

\*Eligibility for financial aid funds for a specific payment period is contingent upon your clock hours being within the applicable payment period within the applicable award year. For example, if a student does not enter a payment period before the end of an award year during which he or she would have otherwise been eligible to receive funds, those funds would no longer be available to the student. Likewise, if a student completes a payment period during which he or she would have otherwise been eligible to receive funds, those funds would no longer be available to the student. If you have questions about how your attendance will impact your aid eligibility, please contact a Financial Aid Representative.

Payments are ordered through wire transfer and deposited directly into a holding account owned and managed by TBC. From this holding account, disbursements for each student are deposited into the institution's operating account through numbered transfers. Once deposited into the operating account, the student's ledger card is credited with the proper transfer number and disbursement amount. No student signature is necessary for these funds to be deposited, although the student will be notified of the disbursement in accordance with Title IV regulations.

If it is determined that a student has been offered too much or too little aid, TBC may adjust the second payment to bring the annual total to the appropriate amount.

### **Policy Concerning Credit Balances**

As a student progresses through his/her education, there may come a time when a credit balance exists in the student's ledger account. This balance is often a result of student loan and grant money (usually Federal Student Aid program funds) that exceeds the costs of direct school charges (e.g., tuition, books, kits, fees).

TBC will make every effort to cut credit balance checks as soon as possible once a credit balance exists. Moreover, Title IV regulations allow up to 14 days for a school to issue a credit balance check. Credit balance checks are provided to students via hand delivery at their respective campuses.

As with all aspects of the financial aid process, TBC offers its students counseling free of charge. This counseling is available to answer questions such as:

- Does a credit balance currently exist?
- If so, when will the check be issued?
- If not, when might a credit balance exist, and when might it be available?

If a credit balance does not yet exist, every effort will be made to give the student accurate information about future disbursements. However, several eligibility factors and other circumstances outside of the control of TBC can change between the time of counseling and actual disbursement. ***Students should be aware that dates and amounts are just estimates and thus are subject to change. Any counseling is given for informational purposes only, and no TBC representative has the authority to make promises of any kind relating to Federal Student Aid.***

### **Verification Procedures**

#### **General**

The Federal processor uses a system of edits, or flags, which produces a selection of certain applications for verification. If a student's application is selected for verification, this may mean that a data element in his/her application does not fit generally recognized patterns (not necessarily that the element is incorrect; it merely must be verified), or that the student was simply selected at random.

Federal financial aid should not be disbursed until verification is complete. The Federal Direct/Stafford Loans may not be certified and processed until verification is complete. Estimated financial aid offerings will be removed if verification is not completed within specified deadlines. Students will be notified of any adjustments that need to be made. If the corrections are done electronically, the student will be sent an updated Student Aid Report (SAR) from the Federal processor.

#### **Selection of Applicants to be Verified**

TBC's Financial Aid Department may also select files for verification if there appears to be a conflict of information. If a student is selected for verification, the student is notified on the Student Aid Report (SAR).

The following students are excluded from verification:

- a) Applicants who die during an award year (regardless of conflicting information).
- b) Applicants who are legal residents (or dependents of parents who are legal residents) of the Commonwealth of the Northern Mariana Islands, Guam, or American Samoa.
- c) Applicants who are citizens of (and dependents of parents who are citizens of) the Republic of the Marshall Islands, the Federated States of Micronesia, or the Republic of Palau.
- d) Incarcerated students.
- e) Dependent students whose parents reside outside the United States and cannot be contacted by normal means of communication (exclusion is applicable to parental information only).
- f) An applicant who is an immigrant and arrived in the U.S. during either the calendar year or the award year.
- g) An applicant whose parents' address is unknown and cannot be obtained (exclusion is applicable to parental information only).
- h) A dependent applicant and both parents are deceased or physically or mentally incapacitated (exclusion is applicable to parental information only).
- i) An applicant who will not receive Title IV assistance for reasons other than the applicant's failure to verify the information on the application.

- j) A transfer student who completed verification at his/her previous school and TBC obtains the correct information/data.
- k) Any other applicants excluded from verification by TBC.

Based on a manual ISIR review, those applicants or applications selected for verification are identified. Periodic review of the latest corrections and ISIRs monitors and ensures that all selected applicants are verified and appropriately documented.

#### **Acceptable Documentation and Forms**

- A Verification Worksheet for the relevant award year (Dependent or Independent) completed and signed.
- Data retrieval from the IRS of income tax information when completing the FAFSA or an income tax transcript obtained from the IRS.
- If you need a copy of a tax return transcript, call the IRS at 1-800-908-9946 or go online at [www.irs.gov](http://www.irs.gov). Ask for a tax transcript for the relevant calendar year.
- Untaxed income documentation (e.g., letters from the Social Security Administration to verify social security benefits, W-2 forms for contributions to retirement plans, etc.)
- Other documents as needed.

A Pell applicant selected for verification must complete the process by the deadline published in the *Federal Register*. For students selected (by ED or the School) for verification for 2021-2022, the School must have verification documents and a valid output document no later than 120 days after the last day of enrollment or September 17, 2022, whichever is earlier. Campus-based and Stafford Loan applicants must complete verification by the same deadline or by an earlier one established by your aid office.

Verification is complete when you have all the requested documentation and a valid ISIR or SAR (one on which all the information is accurate and complete). This includes any necessary corrections, which must be made by the deadlines published in the *Federal Register* for the submission of paper or electronic corrections. Stafford loan applicants must complete verification by the same deadline or by an earlier one established by our Financial Aid Department. Corrections involving the Federal processor must be made prior to mid-August. An applicant's failure to provide required documentation within the specified time frame results in the loss of all Title IV aid and all balance tuition charges become due immediately.

#### **Data Elements to Be Verified**

In the verification process, TBC verifies the following data elements for all applicants:

- Household size
- Number of family members enrolled in a postsecondary educational institution
- SNAP benefits
- Child support paid by whom, to whom, for whom, and amount

For tax filers:

- Adjusted gross income
- U.S. taxes paid
- Education Credit
- Untaxed IRA distributions
- Untaxed pensions
- IRA deductions
- Tax exempt interest
- Any institutionally selected data elements

The following data elements may be excluded from verification:

- Enrollment of family members at least half-time in postsecondary educational institutions does not have to be verified if they are enrolled at the same institution as the applicant, and TBC verifies their enrollment status from its own records.

## **Rights and Responsibilities of Students Receiving Federal Financial Aid**

### **You Have the Right to Know**

1. The names of the organizations which accredit and authorize the School to operate;
2. About the programs, the faculty, and the physical facilities at the School;
3. The cost of attending the School;
4. The School's policy on refunds for students who drop prior to completion of the programs;
5. About the financial aid available from Federal, state, local, private, and institutional financial aid programs;
6. The procedures and deadlines for submitting applications for each available financial aid program;
7. The criteria used to select financial aid recipients;
8. How your financial need is determined;
9. The type and amount of assistance in your financial aid package;
10. How and when the aid will be disbursed;
11. How the School determines whether you are making satisfactory progress and what happens if you are not; and
12. The School's policy regarding your right to:
  - Review and inspect your education records;
  - Seek amendment of your educational record that you or your parent believes to be inaccurate, misleading, or otherwise in violation of your privacy rights;
  - Your consent, under certain conditions, for the disclosure of personally identifiable information contained in your educational records; and
  - File a complaint with the Education Department concerning alleged failures by the School to comply with statutory and regulatory student and family privacy rights.

### **Student Responsibilities**

1. You must complete all application forms accurately and submit them on time to the right place;
2. You must provide correct information;
3. You must provide all additional documentation, verifications, corrections and/or other information requested by either the student financial aid representative or the agency to which you submitted your application;
4. You are responsible for reading and understanding all forms that you are asked to sign and for retaining your copies;
5. You must accept responsibility for all agreements that you sign;
6. You must be aware of and comply with the deadlines for application or re-application for student financial aid;
7. You should be aware of your School's refund policies and procedures;
8. You are responsible for reporting name and address changes directly to the Financial Aid Department;
9. You are responsible to bring or send the Student Aid Report to the Financial Aid Department in time to complete the verification process;
10. You are responsible to bring or send any supporting documentation that is necessary to verify information in time to complete the verification process; and
11. You will be responsible to pay any overpayment that is discovered during verification.

### **Return of Title IV Funds**

Only the Title IV programs are to be included in this calculation. They are Subsidized, Unsubsidized, and PLUS (Direct and FFEL) Federal loans, Perkins Loans, Pell Grants and Federal Supplemental Educational Opportunity Grants (FSEOG). By applying for a Direct Loan, a borrower authorizes TBC to pay directly to the Secretary any refund or return of Title IV funds from the School that is allocable to the loan.

The Return of Title IV Funds is NOT a Refund Policy. When a Title IV grant or loan recipient withdraws during a payment period in which he/she began attendance, TBC will determine the amount of grant and/or loan assistance that the student earned as of his/her withdrawal date. This determination will be made using the appropriate calculation as required by Federal regulations.

In addition to those Title IV recipients who officially withdraw, the calculation also will be used for Title IV recipients who drop out or stop attending classes without officially withdrawing, and for students whose enrollment is terminated by TBC within a payment period in which the recipient began attendance. The calculation of earned Title IV funds includes the funds from the applicable sources that were disbursed or could have been disbursed to a student for the period of time for which the calculation is performed. Any student receiving Title IV funds will be subject to these regulations.

#### **Determination Date**

In the event of an official withdrawal, the determination date shall be the date TBC received notification of the withdrawal.

In the event TBC terminates a student's enrollment, the determination date shall be the date TBC terminates the student's enrollment.

In the event a student drops out or stops attending classes without officially withdrawing, the determination date shall be no later than 14 days after the student's last date of attendance.

#### **Calculation of Return**

You must keep in mind that when you apply for financial aid, you sign a statement that you will use the funds for educational purposes only. Therefore, if you cease attendance before completing your program, a portion of the funds you received may have to be returned. The School will calculate the amount of Federal aid the student has earned according to the policies listed below.

Title IV funds are offered to a student under the assumption that the student will attend school for the entire period for which the aid is offered. When a student ceases attendance, the student may no longer be eligible for the full amount of Title IV funds that the student was originally scheduled to receive. Therefore, the amount of Federal grant or loan earned by the student must be determined. If the amount disbursed to the student is greater than the amount the student earned, unearned funds must be returned.

The amount of Title IV aid earned is based on the amount of time the student spent in academic attendance, and the total aid received; it has no relationship to the student's incurred institutional charges. Because these requirements deal only with Title IV funds, the order of return of unearned funds do not include funds from sources other than the Title IV programs.

Up **through the 60% point** of scheduled hours in each payment period the required pro rata calculation is used to determine the amount of Title IV funds the student has earned at the time he/she ceased attendance. **After the 60% point** of scheduled hours in the payment period, a student has earned 100% of the Title IV funds credited to that payment period.

If a student leaves TBC prior to completing 60% of a payment period or term, the Bursar Department 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 aid earned equals:

- the total number of clock hours scheduled to be completed as of the student's withdrawal date
  - divided by
- the total number of hours in the payment period

If this percentage is greater than 60%, the student earns 100% of the disbursed Title IV funds or aid that could have been disbursed.

If this percentage is 60% or less, then the percentage earned is equal to the calculated value.

Aid to be returned equals:

- Aid disbursed
  - minus
- Aid earned.

If a student earned less aid than was disbursed, TBC returns a portion of the funds, and the student may be required to return a portion of the funds. TBC will return any unearned funds for which it is responsible no later than 45 days after it has determined, or should have determined, that the student ceased attendance.

When Title IV funds are returned, the student may owe a balance to TBC.

If a student has unearned grant money, the institution sends a grant overpayment notice to the student within 30 days from the date of the School's determination that the student ceased attendance, giving the student 45 days to either:

- Repay the overpayment in full to the School,
- Make repayment arrangements satisfactory to the School, or
- Sign a repayment agreement with the Department of Education.

If the student has not repaid the grant overpayment within the 45-day time frame, the Financial Aid Representative will report the overpayment electronically to NSLDS. The student will not be eligible for further Title IV funds until the grant overpayment is paid in full.

*NOTE: If the initial amount of the overpayment owed by the student is \$25.00 or less, the student repayment requirement is forgiven.*

### **Order of Returns**

Refunds are allocated in the following order:

- Unsubsidized Federal Stafford Loan
- Subsidized Federal Stafford Loan
- Federal Parent (PLUS) Loan
- Federal Pell Grant
- Federal Supplemental Opportunity Grant
- Other Title IV assistance
- State Tuition Assistance Grants (if applicable)
- Private and institutional aid
- The student

No program will receive a return if the student did not receive aid from that program within the applicable payment period.

### **Re-Entry Within 180 Days**

A student who re-enters within 180 days will be treated as if he/she did not cease attendance. Upon the student's return, TBC will restore the types and amount of aid that the student was eligible for before the student ceased attendance and schedule the appropriate disbursements.

### **Post-Withdrawal Disbursements**

If the total amount of Title IV grant or loan assistance, or both, that the student earned is greater than the total amount that was disbursed to the student (or on behalf of the student in the case of a PLUS loan), as of the date of determination, the difference between these amounts must be treated as a post-withdrawal disbursement.

A post-withdrawal disbursement will be made from available grant funds before available loan funds.

If outstanding charges exist on the student's account, TBC will credit the student's account up to the amount of outstanding charges with all or a portion of any:

- Grant funds that make up the post-withdrawal disbursement to satisfy appropriate institutional charges.
- Loan funds that make up the post-withdrawal disbursement to satisfy appropriate institutional charges only after obtaining confirmation from the student (or parent in the case of a parent PLUS loan) that he/she still wishes to have the loan funds disbursed.

### **Notification of Post-Withdrawal Disbursements**

TBC will provide within 30 days of the date of the School's determination that the student withdrew, a written notification to the student (or parent in the case of parent PLUS loan) that includes the following:

- A request for confirmation of any post-withdrawal disbursement of loan funds that TBC wishes to credit to the student's account.
  - This request will identify the type and amount of those loan funds and explain that the student (or parent in the case of a parent PLUS loan) may accept or decline some or all of those funds.
- A request for confirmation of any post-withdrawal disbursement of loan funds that the student (or parent in the case of a parent PLUS loan) can receive as a direct disbursement.
  - This request will identify the type and amount of these Title IV funds and explain that the student (or parent in the case of a parent PLUS loan) may accept or decline some or all of those funds.
- An explanation that a student (or parent in the case of a parent PLUS loan), who does not confirm that a post-withdrawal disbursement of loan funds may be credited to the student's account may not receive any of those loan funds as a direct disbursement unless TBC concurs.
- An explanation of the obligations of the student (or parent in the case of a parent PLUS loan) to repay any loan funds he/she chooses to have disbursed.
- Advice to the student (or parent in the case of a parent PLUS loan) that no post-withdrawal disbursement of loan funds will be made, unless TBC chooses to make a post-withdrawal disbursement based on a late response, if the student (or parent in the case of a parent PLUS loan) does not respond within 14 days of the date that TBC sent the notification.

### **Timely Responses**

If the student (or parent in the case of a parent PLUS loan) submits a timely response that confirms that he/she wishes to receive all or a portion of a direct disbursement of the post-withdrawal disbursement of loan funds, or confirms that a post-withdrawal disbursement of loan funds may be credited to the student's account, TBC will disburse the funds in the manner specified by the student (or parent in the case of a parent PLUS loan) as soon as possible, but no later than 180 days after the date of TBC's determination that the student withdrew.

TBC reserves the right to decline post-withdrawal disbursement confirmations that are not submitted in the time prescribed above. In such case, TBC will inform the student (or parent in the case of a parent PLUS loan) in writing of the outcome of the post-withdrawal disbursement request.

No portion of the post-withdrawal disbursement will be disbursed if the student (or parent in the case of a parent PLUS loan) does not respond to TBC's notice.

### **Credits and Direct Payment for Post-Withdrawal Disbursements**

TBC will disburse directly to a student any amount of a post-withdrawal disbursement of grant funds that is not credited to the student's account. TBC must make the disbursement as soon as possible, but no later than 45 days after the date of TBC's determination that the student withdrew.

TBC will offer to disburse directly to a student (or parent in the case of a parent PLUS loan) any amount of a post-withdrawal disbursement of loan funds that is not credited to the student's account.

TBC will make a direct disbursement of any loan funds that make up the post-withdrawal disbursement only after obtaining the student's (or parent's in the case of a parent PLUS loan) written confirmation that the student (or parent) still wishes to have the loan funds disbursed.

### **Deferments**

Borrowers who meet the following criteria may be eligible for deferment of part or all of their student loans. Students may defer repayment of their loan(s) while they are:

**Armed Forces:** On active duty in the Armed Force of the United States. (Maximum eligibility is three (3) years; this is a combined limit with Public Health Service and NOAA deferments.) To qualify, you must: (1) be on active duty in the Army, Navy, Air Force, Marine Corps or Coast Guard, and (2) provide your loan holder with copies of your military identification and orders. **Note:** Borrowers enlisted in a reserve component of the Armed Forces or the National Guard (while on active duty status in the Army or Air Force Reserves) may qualify for this deferment only if: (1) serving full-time for a period expected to last at least one year, or (2) serving under an order for national mobilization.

**Public Health Service:** Serving full time as an officer in the Commissioned Corps of the Public Health Service. (Maximum eligibility is three (3) years; this is a combined limit with Armed Forces and NOAA deferments.)

**Peace Corps:** Serving in the Peace Corps. (Maximum eligibility is three (3) years.) To qualify, you must have agreed to serve for a period of at least one year. **Note:** You may provide your loan holder with documentation of the beginning and expected ending dates of your service in the Peace Corps. This documentation must be signed and dated by an authorized Peace Corps official.

**Action Programs:** A full-time paid volunteer in the Action Programs. (Maximum eligibility is three (3) years.) To qualify, you must have agreed to serve for a period of at least one year.

**Volunteers:** A full-time paid volunteer for a Tax-Exempt Organization. (Maximum eligibility is three years.) To qualify, you must: (1) be serving full-time in an organization that has a tax exemption under Section 501(c)(3) of the Internal Revenue Code of 1986; (2) assist low income people and their communities in eliminating poverty and poverty-related human, social, and environmental conditions; (3) not earn more than the Federal minimum wage; however, you may receive fringe benefits like those received by other employees of the organization; (4) not engage in religious instruction, proselytizing, fund-raising to support religious activities, or conduct worship services as part of your duties; and (5) have agreed to serve for a period of at least one year.

**NOAA:** On active duty in the National Oceanic and Atmospheric Administration (NOAA). (Maximum eligibility is three (3) years; this is a combined limit with Armed Forces and Public Health Service Deferments.)

Federal PLUS Loans made on or after August 15, 1983, and Federal Consolidation Loans do not qualify for these deferments. The NOAA Deferment is available only to Federal Stafford and SLS loan borrowers whose first loans were made on or after July 1, 1987, and before July 1993, or borrowers who had a balance on a loan that was made before July 1, 1993, at the time a loan was disbursed on or after July 1, 1993.

To qualify for any of the deferments listed above:

You must have an outstanding balance on a FFEL Program loan which was made before July 1, 1993, or you must have had an outstanding balance on a FFEL Program loan made before July 1, 1993, when you obtained a loan disbursed on or after July 1, 1993. If you are a Federal PLUS Loan borrower, (1) you are not eligible for the NOAA Deferment, and (2) you are eligible for the Armed Forces, Public Health Service, Peace Corps, ACTION Programs, and Tax-Exempt Organization Deferments only if your first loan was made before August 15, 1983. You are eligible for the NOAA Deferment only if you are a Federal Stafford or SLS loan borrower whose first loan was made on or after July 1, 1987, and before July 1, 1993.

### **O. Eligibility for Education Benefits from the Department of Veterans Affairs**

In addition to the availability of Federal financial aid, such as Title IV loans and grants, which all applicants for enrollment at TBC are potentially eligible to receive, if you served on Active Duty, you might be eligible for education benefits offered by the Department of Veterans Affairs. For example, the Post-9/11 GI Bill® provides financial support for educational and housing expenses to individuals with at least 90 days of



aggregate service after September 10, 2001, or individuals discharged with a service-connected disability after 30 days. You must have received an honorable discharge to be eligible.

If you are currently serving in the military, you may be eligible for funding offered through the Department of Defense Tuition Assistance program. Check your eligibility status and the amount for which you qualify with your Service prior to enrolling.

If you are the spouse or child of a service member who is serving on active duty Title 10 orders in the pay grades of E1-E5, O1-O2, or W1-W2, you may be eligible for financial assistance from the Department of Defense for education, training, and/or the occupational license and credentials necessary for a portable career.

If you are the spouse or child of a service member, you may be eligible for transfer of the service member's Post-9/11 GI Bill® benefits to you.

Maintaining eligibility for DVA funds depends upon a student's compliance with the V.A. Attendance Policy set forth below in this handbook.

### **Rights and Responsibilities of Covered Individuals\***

*Right to Receive Educational Assistance:* Any Covered Individual\* may attend or participate in the TBC Barber Program during the period beginning on the date on which the individual provides to TBC a certificate of eligibility for entitlement to educational assistance under Chapter 31 or 33 (a "certificate of eligibility" can also include a "Statement of Benefits" obtained from the Department of Veterans Affairs' (VA) website – eBenefits, or a VAF 28-1905 form for chapter 31 authorization purposes) and ending on the earlier of the following dates:

1. The date on which payment from VA is made to the institution.
2. 90 days after the date the institution certified tuition and fees following the receipt of the certificate of eligibility.

TBC will not impose any penalty, including the assessment of late fees, the denial of access to classes, libraries, or other institutional facilities, or the requirement that a Covered Individual borrow additional funds, on any Covered Individual because of the Covered Individual's inability to meet his or her financial obligations to TBC due to the delayed disbursement funding from VA under chapter 31 or 33.

TBC requires the Covered Individual to submit a certificate of eligibility for entitlement to educational assistance no later than the first day of a course of education.

The Covered Individual must provide additional information necessary for the proper certification of enrollment by TBC.

In the event there is a difference between the amount of the student's financial obligation and the amount of the VA education benefit disbursement, TBC will require additional payment or impose a fee for the amount of the difference.

*Federal Financial Aid Availability:* TBC makes Federal financial aid not administered by the V.A., such as Title IV loans and Pell grants, available to all Covered Individuals.

*Accommodation of Absences for Services in the Armed Forces:* Any enrolled member of the Armed Forces, including reserve components and National Guard, who is temporarily unavailable or must suspend enrollment by reason of serving in the Armed Forces shall be readmitted to TBC. Likewise, TBC shall otherwise accommodate such members during short absences by reason of such service.

*Automatic Renewal Prohibited:* TBC prohibits the automatic renewal of a Covered Individual in its barber program.

*Enrollment Approval Required:* Each Covered Individual must approve of his/her enrollment in the TBC barber program, which shall be indicated by his/her signature on the "V.A. Enrollment Approval" form.

**Point of Contact:** Covered individuals and family members, who are seeking assistance with (i) academic counseling; (ii) financial counseling; (iii) disability counseling; or (iv) other information regarding completing an educational program at TBC may contact Student Services Representative, Daniel Clinton in Dallas at 214-646-8697 or [dann@txbarber.edu](mailto:dann@txbarber.edu) or Fredio Le Blanc in Houston at 832-742-4453 or [fredio@txbarber.edu](mailto:fredio@txbarber.edu). In some cases, this assistance could include referring Covered Individuals and family to either another department within TBC.

\* A **Covered Individual** is any individual who is entitled to educational assistance under chapter 31, Vocational Rehabilitation and Employment, or chapter 33, Post-9/11 GI Bill® benefits.

### **Attendance Policy for VA Students**

For Department of Veterans Affairs (DVA) purposes, monitoring of attendance will be subject to the following policy:

Students using GI Bill® educational benefits to attend TBC will have attendance monitored until the time that the student drops, graduates, or completes the program. Unsatisfactory attendance will be reported to the VA.

The attendance policy (20% of the total program or (5) consecutive days) will apply throughout the VA student's program. A student who is absent for 20% of the total program or for 5 consecutive days will not be certified to receive VA funds. Evaluations conducted by the VA School Certifying Official (SCO) will determine if the student has met these minimum requirements.

The student must maintain an overall attendance rate of at least 80.00%. Attendance is evaluated according to hours (scheduled and completed). If a VA student's overall attendance percentage is less than 80.00%, he/she will lose eligibility to receive VA funds starting the day after the last date he/she was above 80.00%. VA students' eligibility for benefits will be restarted 30 days after the end of a violation, and they cannot recover lost benefits.

All violations of the attendance policy will be reported to the VA on VA Form 22-1999b within 30 days of the date the VA student exceeds the allowed number of absences.

The VA will only pay benefits to the student or to TBC for a maximum timeframe up to the student's expected graduation date (excluding an approved leave of absence), which was calculated using a 100% attendance rate of 30 hours per week. Thus, TBC strongly encourages students to attend at an average overall rate of 30 hours a week to fully utilize their VA benefits. If a V.A. student does not attend an average of 30 hours per week, and he/she is still enrolled after his/her expected graduation, the V.A. Student will not receive his/her basic housing allowance (BHA) benefit.

### **P. Institutional Refunds**

In addition to and separate from the Return of Title IV Funds policy above, TBC has a Refund Policy as set forth herein below and in the TBC Enrollment Contract.

The School is entitled to 100% of the program tuition and other applicable costs (fees, kits, books and supplies) with the exception of any refund called for in the Tuition Refund Calculation and the Limited Exceptions to Tuition Refund Calculation sections below. Any fees paid to state agencies are not subject to this refund policy.

Funds received by the School in excess of tuition earned and other costs (fees, kits, and books) associated with a program will be refunded to the student in accordance with this policy.

Students are personally responsible to pay for any amounts earned by the School; shortfalls in financial aid assistance do not relieve a student from this responsibility. It is the student's responsibility to understand his/her financial status with the School. If it becomes necessary for TBC to hire a third party service to collect delinquent funds, the student is responsible for all costs incurred. These costs include, but are not limited to, the costs of collection, attorney fees, and court costs.

### **Tuition Refund Calculation**

This Tuition Refund Calculation is based upon the period of a student's enrollment, computed on the basis of program time expressed in scheduled hours, and will be applied in the event that a student withdraws or is terminated before completion of his/her program. If a student withdraws or is terminated during the last 50 percent of his/her program, the student will not receive a refund of any of his/her tuition. If a student withdraws or is terminated before the last 50 percent of his/her program begins, the School shall refund:

- (1) 90 percent of any outstanding tuition for a withdrawal or termination that occurs during the first week or first one-tenth of the program, whichever period is shorter;
- (2) 80 percent of any outstanding tuition for a withdrawal or termination that occurs after the first week or first one-tenth of the program, whichever period is shorter;
- (3) 75 percent of any outstanding tuition for a withdrawal or termination that occurs after the first three weeks of the program but not later than the completion of the first 25 percent of the program; and
- (4) 50 percent of any outstanding tuition for a withdrawal or termination that occurs not later than the completion of the first 50 percent of the program.

The time periods in (1) through (4) above are calculated by dividing the number of scheduled hours during the period of enrollment by the total number of hours in the program. This calculation is based on the program tuition amount and a schedule of 30 hours of educational activities per week (6 hours per school day) (Tuesday through Saturday), excluding holidays.

A student's termination date for purpose of the Tuition Refund Calculation shall be the earlier of one of the following:

1. The last date of actual attendance, if the student is terminated by the School;
2. The date the TBC Student Services Department receives written notice of cancellation or withdrawal; or
3. 10 school days after the last date of attendance.

### **Refund Deadline**

Refunds, when due, are made either 30 days from the last day of attendance if written notification has been provided to TBC by the student, or from the date TBC terminates the student or determines withdrawal by the student. All refunds, when due, will be made with or without request by the student.

### **Title IV Assistance**

Termination or withdrawal will trigger a Return to Title IV calculation for all students receiving Federal student aid. Any refunds due to financial aid programs will be made before the Tuition Refund Calculation is performed. Refunds to all aid programs will be made in accordance with appropriate regulations, and a student will not receive credit for any funds that are required to be returned to the sources of such aid. If necessary, this requirement also applies to the Limited Exceptions to Refund Calculation section below.

### **Limited Exceptions to the Refund Calculation**

The following circumstances will require a different refund calculation than listed above:

1. **Refunds for classes cancelled by the School:** If tuition and/or fees are collected in advance of the start date of a program and TBC cancels the class, TBC will refund 100% of the tuition and fees collected from the student. Refunds will be made within 30 days of the planned start date.
2. **School closure:** Should TBC close a campus permanently and cease to offer instruction after students have enrolled and instruction has begun, and TBC is no longer offering instruction for the same program within a 25-mile radius, a pro-rata refund of tuition, based on scheduled hours of 6 hours per school day and the total amount paid to the School, will be made to all active students

who at the time of closure are enrolled at the closed campus. Refunds will be paid by applying such funds first to outstanding balances owed to TBC by the student, second to federal student loan balances and third, if any funds remain, to students by check to the student's last known address.

3. **Non-acceptance by the School:** An applicant who is not accepted by the School shall receive a full refund of all monies paid within 30 days of non-acceptance.
4. **Cancellation of Enrollment Contract:** A student will receive a full refund of all money paid if the student cancels his/her Enrollment Contract not later than midnight of the 3<sup>rd</sup> day after the date the Enrollment Contract is signed by the student, excluding Saturdays, Sundays and legal holidays; or if the student entered into the Enrollment Contract because of a misrepresentation made (i) in TBC's advertising or promotional materials or (ii) by an owner or representative of TBC.
5. **Failure to begin class and three-day grace period:** If tuition and fees are collected in advance of the start date of classes and the student has not begun classes, or withdraws any time before the completion of the first three (3) days of classes, TBC will retain no more than \$100 of fees and no tuition. Refunds will be made within 30 days of the class start date.
6. **Students enrolled prior to visiting School:** Students who have not visited the TBC facility prior to enrollment have the opportunity to withdraw without any financial obligation within three (3) days following either attendance at a regularly scheduled orientation or following a tour of the facilities and inspection of the equipment. Refunds will be made within 30 days of withdrawal.
7. **Probationary Period:** The first 20 scheduled school days of enrollment (the first scheduled school day being the student's official start date as written on page 1 of the student's enrollment contract) at TBC shall constitute a probationary period of enrollment. In the event TBC terminates the enrollment of a student, the student officially withdraws, or the student ceases attendance before the end of the 20<sup>th</sup> scheduled school day, the student will receive a 100% refund of any tuition payments associated with his/her enrollment contract. In situations when a student does not officially withdraw, but ceases attendance, TBC will determine the student's withdrawal date no later than 14 calendar days from the last date of attendance. Refunds that are made pursuant to this probationary period policy will be paid within 30 days of the student's official withdrawal, termination, or date of determination, as applicable.

**Q. Institutional Completion, Placement, Licensure and Retention Rates**

The following includes all TBC programs with enrolled students during the applicable award year\*:

Outcome	2018-2019	2017-2018	2016-2017	2015-2016
Completion	73%	71%	70%	66%
Placement**	79%	77%	86%	84%
Licensure	75%	82%	75%	87%

\*As reported to TBC's accreditor, The Council on Occupational Education (COE).

\*\*The numerator of the placement rates includes all graduate completers employed in positions related to the field of instruction. The denominator of the placement rates includes graduate completers, but excludes graduate completers waiting to take the licensure exam, graduate completers unavailable for employment, & graduate completers who refused employment.

**Student Right-to-Know Rates for Students Who Began Their Studies in 2016-2017**

Outcome	Rate
On-time Completion	35%
Transfer Out	0%

**Retention Rate: 32%\***

**\* For first-time students who began in the Fall of 2018 and returned in the Fall of 2019.**

**Job Placement:** The Student Services Department will assist its graduates in finding suitable employment. ***However, TBC cannot and will not guarantee a job to any student.*** Job placement statistics are obtained by the Student Services Department through written responses provided by TBC students who are close to completion of their program as well as post-graduation confirmation by phone. The primary type of employment obtained by TBC graduates are stylist positions at barber shops and salons.

**Student Counseling:** Counseling services are made available to students approaching completion. Elements of this counseling include: tips on interviewing, writing a résumé, and professional appearance.

**Continuous Listing of Job Opportunities:** Job leads will be documented by the Student Services Department and then posted in the senior theory classroom and/or break room as well as in the offices of Student Services Representatives.

**R. Student Body Diversity**

Below is the percentage of enrolled, full-time students at TBC who were male, female, self-identified members of a major racial or ethnic group, and those receiving a Federal Pell Grant for the 2018-2019 school year.

**TBC Student Body Diversity Data for Fall 2019**

<b>Group Description</b>	<b>Percentage</b>
Male	83%
Female	17%
Self-identified member of a major racial or ethnic group:	
• American Indian/Alaskan Native	0%
• Asian/Native Hawaiian/Pacific Islander	0%
• Black/African American	76%
• Hispanic/Latino	21%
• White	3%
• Two or more races	0%
• Race/ethnicity unknown	0%
• Non-resident alien	0%
Pell Grant Recipients (2018-2019)	92%

Students with questions regarding this data should contact the TBC Student Services Department.

TBC student body diversity data can also be accessed online at the U.S. Department of Education's College Navigator website, as follows:

**<http://nces.ed.gov/collegenavigator/?q=texas+barber+colleges&s=all&id=440989>**

This information is located under the web page's Financial Aid and Enrollment tabs.

### **S. Licensing and Accreditation**

The Texas Department of Licensing and Regulation (TDLR) licenses all campuses. Their address, phone numbers, and website address are:

P.O. Box 12157  
Austin, Texas 78711  
512.463.6599  
800.803.9202  
[www.license.state.tx.us](http://www.license.state.tx.us)

The Council on Occupational Education ("COE") accredits the School. Their address, phone numbers, and website address are:

7840 Roswell Road  
Building 300, Suite 325  
Atlanta, GA 30350  
770.396.3898  
800.917.2081  
[www.council.org](http://www.council.org)

If a student wishes to receive a copy for review of TBC's accreditation, licensure or approval, he/she may submit a written request to TBC's Corporate Office, Attention: Kathleen B. Colt, at 8201 S. Gessner Road, Suite A, Houston, TX 77036 or call the Corporate Office at (713) 953-0262, ext. 1407 to request one.

### **T. The Family Educational Rights and Privacy Act (FERPA)**

The Family Educational Rights and Privacy Act (FERPA) affords eligible students certain rights with respect to their education records. (An "eligible student" under FERPA is a student who is 18 years of age or older or who attends a postsecondary institution.) These rights include:

1. The right to inspect and review the student's education records within 45 days after the day TBC receives a request for access. A student should submit to a Student Services Representative or other appropriate official, a written request that identifies the record(s) the student wishes to inspect. (Forms to request records can be obtained from the Student Services or Financial Aid Department.) The School official will make arrangements for access and notify the student of the time and place where the records may be inspected. If the records are not maintained by the School official to whom the request was submitted, that official shall advise the student of the correct official to whom the request should be addressed.
2. The right to request the amendment of the student's education records that the student believes is inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

A student who wishes to ask the School to amend a record should write the School official responsible for the record, clearly identify the part of the record the student wants changed, and specify why it should be changed.

If the School decides not to amend the record as requested, the School will notify the student in writing of the decision and the student's right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the student when notified of the right to a hearing.

3. The right to provide written consent before the School discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

TBC discloses education records without a student's prior written consent under the FERPA exception for disclosure to School officials with legitimate educational interests. A School official is a person employed by TBC in an administrative, supervisory, academic, research, or

support staff position (including law enforcement unit personnel and health staff); a person serving on the board of trustees; or a student serving on an official committee, such as a disciplinary or grievance committee. A TBC official also may include a volunteer or contractor outside of TBC who performs an institutional service or function for which the School would otherwise use its own employees and who is under the direct control of the School with respect to the use and maintenance of PII from education records, such as an attorney, auditor, or collection agent or a student volunteering to assist another School official in performing his or her tasks. A School official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibilities for the School.

Upon request, TBC also discloses education records without consent to officials of another school in which a student seeks or intends to enroll.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by TBC to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202

#### Disclosures that postsecondary institutions may make without a student's consent

FERPA permits the disclosure of PII from students' education records, without consent of the student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. 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, §99.32 of FERPA regulations requires the institution to record the disclosure. Eligible students have a right to inspect and review the record of disclosures. A postsecondary institution may disclose PII from the education records without obtaining prior written consent of the student –

- To other School officials, including instructors, within TBC who the School has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the School has outsourced institutional services or functions, including without limitation financial aid processing companies and default management companies, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met. (§99.31(a)(1))
- To officials of another school where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34. (§99.31(a)(2))
- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as a State postsecondary authority that is responsible for supervising the School's State-supported education programs. Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§99.31(a)(3) and 99.35)
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31(a)(4))

- To organizations conducting studies for, or on behalf of, the School, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena. (§99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31(a)(10))
- Information the School has designated as “directory information” under §99.37. (§99.31(a)(11))
- To a victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense, subject to the requirements of §99.39. The disclosure may only include the final results of the disciplinary proceeding with respect to that alleged crime or offense, regardless of the finding. (§99.31(a)(13))
- To the general public, the final results of a disciplinary proceeding, subject to the requirements of §99.39, if the School 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 the School’s rules or policies with respect to the allegation made against him or her. (§99.31(a)(14))
- To parents of a student regarding the student’s violation of any Federal, State, or local law, or of any rule or policy of the School, governing the use or possession of alcohol or a controlled substance if the School determines the student committed a disciplinary violation and the student is under the age of 21. (§99.31(a)(15))

#### **U. Attendance Policy**

- A. All barber schedules are based on a 30-hour week (6 hours per school day).
- B. All students are expected to attend classes five (5) days a week. Any student who falls below 66.67% cumulative attendance since the beginning of his/her program is subject to possible suspension or termination of enrollment. The School reserves the right to evaluate attendance issues on an individual basis, taking into account such factors as overall progress, class participation, academic achievement, and other relevant factors. In order to avoid possible suspension or termination of enrollment due to low attendance, students should maintain a schedule of 30 hours per week.
- C. If a student is absent for 14 consecutive days, TBC will seek to determine whether or not the student has withdrawn. In the event TBC cannot make this determination before the 30<sup>th</sup> calendar day since the student’s last date of attendance, the School will determine the student has withdrawn from TBC. Students who return to School between the 30<sup>th</sup> and 44<sup>th</sup> day may re-establish enrollment subject to TBC approval.
- D. TBC may opt not to disburse funds for students who fail to attend School for five (5) or more consecutive school days. In the event of a shortened week due to holiday(s), TBC may opt not to disburse funds for students who fail to attend School for fewer than five (5) consecutive school days.
- E. An electronic clock is the official record of hours attended for all TBC campuses. Students must clock in and out when arriving at School, leaving for lunch, returning from lunch, taking breaks, and when leaving School at day’s end.
- F. A manual TBC Attendance Sheet can be utilized by students as an alternative to the electronic time clock in limited circumstances, such as a time clock malfunction, an electrical outage, an administrative delay in clearance for suspension, recording of field trip hours, or an erroneous



- use of the time clock by a new student (first 4 weeks of the program). TBC Attendance Sheets can be obtained by request from a Campus Director or an instructor designated by the Campus Director. The student must print his/her name with the sign-in and/or out times on the TBC Attendance Sheet upon arriving at School and/or when leaving School (as well as when taking breaks for lunch or other reasons). In order to receive credit for the time manually recorded by a student, the time must be approved by a TBC instructor and the Student Services Department. Subject to the exceptions set forth hereinabove, a student who simply forgets to clock in or out or who is suspended cannot receive attendance credit through a TBC Attendance Sheet or any other version of manually recorded time. Each student is responsible for his / her own record.
- G. Students who have clocked in to their campus electronic time clock or entered time manually on a TBC Attendance Sheet also might be required to manually write their names on a sign-in sheet for two types of classes: (i) Theory class; and (ii) an instructor-led training on the practical floor. Manual sign-in sheets for Theory and practical trainings are for the limited purpose of monitoring a student's attendance at a specific class and do not replace a student's time recorded on the electronic clock or manually written on an approved TBC Attendance Sheet.
  - H. Students who do not clock in or clock out may lose all hours for that day.
  - I. Students are to take 30 minutes for lunch and breaks as permitted by the daily schedule.
  - J. Because alerting students to attendance issues can help prevent them from being prematurely terminated from their program, the Student Services Department contacts those students with low attendance and/or their references on at least a weekly basis. If a student fails to clock in a total of 30 hours per week without an approved Leave of Absence, it could result in Student Services Department contacting that student and/or any personal references provided by the student, including but not limited to, those listed on his/her Emergency Contacts/References Sheet.
  - K. No student is allowed to clock / sign in or out for another student. All students caught in such misbehavior are subject to disciplinary action up to and including possible termination of enrollment.
  - L. All students who are clocked in must be available for a random "roll-call." Any student who is clocked in and is nowhere to be found on campus is subject to disciplinary action up to and including possible termination of enrollment.
  - M. A student is allowed to take a leave of absence if TBC approves it. Approval for a leave of absence is subject to the School's determination that there is a reasonable expectation the student will return to TBC. Please read the leave of absence policies herein below for specifics on requesting and obtaining approval for a leave of absence.
  - N. Students must arrive to Theory class on time. Tardy students can be denied access to the classroom if prior arrangements have not been made.
  - O. Students are expected to attend School every Saturday for practical training.

## **V. Leave of Absence (LOA) Policy**

A leave of absence (LOA) is a temporary interruption in a student's program of study. LOA refers to the specific time period when a student is not in attendance.

**What procedures must a student follow to request approval for an LOA?** Approval of LOA requests is subject to the discretion of TBC. A student who desires an LOA must request approval from the Student Services Department. An LOA request must meet the following requirements:

- The request must be made in writing, using the official LOA request form. (*See sample form in an addendum to this handbook on p. 58. Although paper forms are available from a Student Services Representative, TBC encourages students to complete and submit LOA requests via ADM, the TBC student portal.*)
- The LOA request form must be completed in its entirety, which includes providing the reason for the LOA request.

- The form must be signed (*electronic signature is acceptable*) and dated by the student requesting the LOA.
- The request must be made *before* the LOA begins.
- In some cases, such as unforeseen circumstances due to a medical emergency, a student might request that the LOA beginning date be retroactively applied. These requests will be considered by the Director of Student Services on a case-by-case basis.
- Students will be required to provide a completed LOA request form and could be required to provide documentation of the unforeseeable incident causing their absence.

In order to go into effect, an LOA request must be approved by a TBC Student Services Representative. Approval of LOA requests is subject to the discretion of TBC. Students cannot assume that their LOA request has been approved unless they receive confirmation from a TBC Student Services Representative. It is the responsibility of the student requesting the LOA to contact a Student Services Representative to find out if his/her LOA request has been approved and to provide the contact information necessary to obtain confirmation of the same. All absences taken without official LOA approval will count against a student's attendance percentage. Students who fail to return by the end of their LOA are subject to possible termination from their program of study. Students may return early from an LOA, but they will be held to regular attendance requirements if they choose to do so.

Students seeking approval for an LOA must complete an LOA Request Form and submit it to a Student Services Representative or their Campus Director prior to the Beginning Date stated on page (1) of the form. Subject to written approval by an authorized Student Services Representative, LOAs will start only on the Tuesday identified as the Beginning Date on page one (1) of the LOA Request form. There are three (3) exceptions to this rule: (i) if an LOA request is submitted on a Tuesday with a Beginning Date that same day, the start date of the LOA, if approved, will be the next day (i.e., Wednesday); (ii) if, due to unforeseen circumstances, such as a medical emergency, which prevent the student from providing a written LOA request prior to the leave start date, the Director of Student Services approves a retroactive Beginning Date for an LOA; or (iii) if an unexpected event, such as the death of a relative, causes the student to have to begin his/her LOA on a day other than a Tuesday. In the event a student writes a Beginning Date on an LOA Request form that is not a Tuesday [and the request does not qualify for the above exceptions], the Beginning Date for the LOA will be the following Tuesday, and all absences between the LOA submission date and that following Tuesday will count against the student's attendance percentage.

**What criteria will be used to determine approval for LOA requests?** The main criteria for approval will be whether or not there is a reasonable expectation that the student will return to School from the LOA and complete his/her program of study. Because we must ensure that there is a reasonable expectation of return, we must know the reason why the student desires an LOA. Further, students must be enrolled with TBC for at least ten consecutive (10) weeks prior to requesting an LOA.\* Weeks of attendance are not transferrable to a subsequent enrollment at or transfer within TBC. Thus, if a student leaves TBC, but later re-enrolls, or transfers to another TBC campus, he/she must attend at least ten (10) consecutive weeks during his/her re-enrollment or at his/her new campus prior to being eligible for an LOA.

*\*This requirement may have been waived temporarily due to COVID-19. Please check with your Student Services Representative for details.*

### **Time Period of LOA**

The maximum time limit for a single approved LOA is 90 calendar days. The maximum amount of total time on any number of LOAs is 110 calendar days for the duration of the student's enrollment. Unless while on an LOA, circumstances change, causing the student to decide to return to school early, the minimum duration of an LOA must be (5) consecutive school days.

An approved LOA extends a student's contract period and maximum time by same number of days taken in the LOA.

TBC will not accept a student's request for an LOA that extends through TBC's scheduled Winter Break. Thus, any student who requests an LOA after Winter Break must have attended TBC for at least one (1) day after the break in order to be eligible for an LOA. Further, even if the student was on an LOA immediately

prior to Winter Break, the End Date of that LOA must be prior to the start date of Winter Break, and he or she must submit a new LOA request and obtain TBC approval upon return to school from the break. An LOA is not required if a student is not in attendance only for an institutionally scheduled break period.

**How does a LOA affect student aid?** TBC will not disburse any loan funds while a student is on an approved LOA. Pell funds will be disbursed at the discretion of a Financial Aid Representative.

A student who is granted an approved LOA retains his/her status as an enrolled student for Title IV loan repayment purposes, and thus no refund calculation is required.

However, if a student fails to return from an LOA, TBC must report the student's change in enrollment status to the loan holder as of the withdrawal date, which is the student's last date of attendance. Thus, if a student does not return from an approved LOA, the grace period of his/her loans will have started on his/her last date of attendance, which could result in the student's grace period being totally exhausted by the time he/she is dropped from the program. If a student's grace period is exhausted and he/she is unable to begin repayment of a loan, the student may be able to apply for a deferment or forbearance of payment.

When a student fails to return from an LOA, institutional refunds are calculated from the student's last date of attendance and are made within thirty (30) days from that date.

**Institutional Charges and Aid Packaging:** There will be no additional institutional charges or aid packaging as a result of an approved LOA. Further, a student's need may not increase and thus, the student will not be eligible for any additional Federal Student Aid while on an approved LOA.

### **W. Rules and Regulations for Students**

Professional conduct is expected from all students enrolled at TBC. These policies and procedures have been developed and published to protect all students from unnecessary disruptions. All students are expected to conduct themselves within the boundaries of acceptable behavior and appearance that will enable the School to recommend them to prospective employers as courteous, reliable, productive, and professional individuals. Students are required to conduct themselves in an orderly manner while in School and are expected to treat the School's equipment and facilities with proper care and concern.

A violation of these rules constitutes misconduct on the part of the student, which will result in appropriate disciplinary action. These rules are not all-inclusive. Disciplinary action may include, but is not limited to, suspension (1-30 days), revocation of student privileges (such as receiving services at School), or termination of enrollment. Members of the Education Department issue these punishments. If a student feels he/she has been dealt with in an unfair manner, he/she may contact Student Services in writing by following steps (i) – (iii) found in the Complaint/Grievance Policy below.

### **General Rules of Conduct**

- TBC prohibits ANY action unbecoming to a professional.
- Students must demonstrate that they can adhere to minimum attendance and grade requirements. Students who fail to comply with TBC's attendance policy or grade requirements could be subject to termination of their enrollment.
- Failure to provide current and accurate contact information, both personal and for at least 5 references, and/or to promptly notify the Student Services Department when that information changes, is grounds for disciplinary action, which could include termination of enrollment.
- Stealing and/or possession of stolen property will be grounds for immediate dismissal.
- No shouting, whistling, singing, cursing, foul language, or talk of a suggestive nature is allowed.
- No disrespectful remarks or gestures are to be made to patrons, students, instructors, staff, or any other person at the School.
- Fighting or violence of any nature, including but not limited to possession and/or use of weapons, is prohibited.

- Willfully refusing or failure to leave School property when requested to do so by School employees is prohibited.
- Students do not receive calls or make calls on the office line. A student will not be called to the office for a phone call.
- Any student caught using, reasonably suspected to be under the influence of, in possession of, manufacturing, selling or distributing drugs or alcohol at or near School premises will be suspended or terminated. The School reserves the right to request a drug test.
- Abusing prescription drugs or possessing drugs that have not been prescribed for the student by a healthcare provider will be grounds for suspension or termination.
- Reckless driving at or near the School's campuses is prohibited.
- Students must not park in front of the School and other businesses since this area is reserved for employees and customers. Parking at the Lancaster campus is along the outside perimeter of the parking lot. Parking at the Ferguson Road campus is beyond the light poles in front of the building. All car radios must be turned down to a reasonable level.
- Relatives or friends of a student cannot be in the School for longer than ten (10) minutes.
- Excessive absences and/or tardiness are grounds for disciplinary action. Students are to arrive early enough to begin classes as scheduled and are expected to be prepared with textbooks and other supplies.
- No student is to walk out of theory class when class is in session without permission.
- Students must not sleep during class.
- Students are expected to return to class promptly following breaks.
- Computer use is limited to educational purposes only.
- No beepers, cell phones, "blue tooth" or other headsets, radios, TV's, whistles, balls, play toys, games, laser pointers, knives, guns, or any other item that an administrator or instructor deems unsuitable are allowed on any campus.
- Students are not allowed to use cell phones on the clinical floor or in classrooms by any means (including, but not limited to, texting, headsets, etc.).
- Students must make every effort to represent the School as professionals while they are on or near campus. Students are prohibited from harassing or disturbing any pedestrians or local businesses, which includes, but is not limited to, smoking and/or loitering at the entrance of the campus. We want to be good neighbors in our community, and any misbehavior will be taken seriously.
- The instructors and staff of TBC must be respected and their requests must be followed to the best of each student's ability.
- Academic dishonesty is prohibited (see "Academic Dishonesty" section below).
- Students are responsible at all times for all their personal property and are asked not to bring personal items from home on campus. TBC is NOT responsible for lost, damaged and/or stolen personal property of students.

### **Clinical Floor Rules**

- Any violation of state or Federal law will be cause for disciplinary action.
- Refusal of service is grounds for disciplinary action.
- Students cannot perform services on the clinic floor unless an instructor has given them permission.
- Students service clients on a first-come-first-serve basis.
- If a student has made an appointment with a client prior to the client showing up on campus, the client can request that student upon checking in at the front desk. However, it is still a first-come-first serve process, meaning the client with the appointment must wait his/her turn in line behind

those clients who have already signed in and are waiting for a service. In other words, a client with an appointment cannot walk in and bypass everyone else.

- Although in most cases, the student requested by the client can service that client, there is no guarantee that the client will get the student he/she requested or vice versa, that the student will get the client he/she requested. TBC will do its best to honor a client's request for a particular student, but TBC cannot guarantee that the client's request will be met as TBC is first and foremost an educational institution that provides educational opportunities for all of its students in a fair and equitable manner.
- Under no circumstances may a student pay TBC for a client's services. Under all circumstances, a client must pay TBC in full for any services the client receives at our campuses.
- Family of students (spouses, children, parents, and siblings) may receive 50% discounts for services only on Tuesdays and Wednesdays. Otherwise, family of students pay full price for services.
- Students may receive free services only on Tuesdays, Wednesdays and Thursdays when off the time clock. However, if a student receives any chemical treatment or any services requiring use of products from TBC, the student's discount shall be limited to 50% of the full price for that service. Students are not allowed to receive services on Friday and Saturday. At the discretion of the applicable Campus Director, on these days a student can only receive services if he/she pays in full and has clocked out of the time clock and the Campus Director has approved the services. Each Campus Director has the right NOT to allow said services.
- Students are not to groom themselves while on the clinic floor.
- Students must keep their respective stations clean, as well as take turns in sweeping the clinic floor and washing towels.
- No smoking (this prohibition includes e-cigarettes), drinking or eating on the clinic floor. There are designated areas on each campus for these activities. All campuses are non-smoking facilities, and smoking is to take place in an outdoor area designated by the Campus Director for each campus.
- Students are prohibited from soliciting customers to pay more than the approved TBC rate for any services.
- Students shall not solicit customers to have their hair cut by the student outside a campus location.
- Any conduct deemed to be a disruption of clinic floor services will be grounds for suspension or termination.

### **Dress Code**

- Students must be neat and clean in appearance at all times.
- Students are not permitted to wear any suggestive or revealing attire.
- Students are required to wear a clean smock, the color of which will be determined by the School, when clocked-in. Decorating of smocks is not allowed.
- Females must wear bras at all times and a professional-type blouse or sweater must be worn.
- No shoes with heels over 1-inch in height.
- A blouse or shirt must be worn under the smock. Shirrtails must be tucked in.
- No tank tops, fishnet, half shirts, unapproved headgear or sunglasses (prescription only).
- All pants and/or jeans must be clean, without holes, with no skin showing, must go down to the ankle, of professional appearance and worn above hips at the waist.
- Skirt length must be to the knees or lower. Shorts are not permitted. Sweat pants, cut-off pants and similar informal attire is not permitted.
- Students cannot wear tights of any length or any revealing nature.

- Closed-toed and closed-back shoes of professional appearance must be worn. Open shoes and/or shoes with holes in them are not permitted.
- Socks or stockings must be worn with shoes.
- No excessive jewelry shall be worn at School. All chains, drops, symbols, medallions, etc. hanging from the neck shall be tucked under the student's shirt.

### **Photographic and Recording Devices/Publication of Photographs and Videos**

Unless expressly authorized by TBC, the use of any audio or video recording or duplicating device or use of any photographic device, camera, digital camera, cellular phone with camera capabilities or any other device capable of capturing images or sound for development, printing, or electronic transmission is prohibited on TBC premises. TBC will take photographs and/or make video recordings of students participating in the barber program for purposes of publication on social media sites, including without limitation, Facebook, Instagram, Google, Yelp, and Snapchat, as well as through other advertising mediums, such as print publications and television.

### **Kits and Books**

Students must have a complete book bundle and kit in order to participate in their program. If a student is without the required books and/or a kit, then he or she must leave School and may return only when he or she can return with these necessary items. Students are encouraged to purchase a complete kit, which includes books, from TBC, but can opt out of this requirement and purchase kit and books from another entity. Upon delivery of kits and books to a student, the student will not be entitled to any refunds for the cost of these items.

### **Lockers**

Students desiring lockers must sign a locker roster and submit the combination to their locker to the program director. Keyed locks are not permitted. Lockers are the property of TBC and may be opened and checked at any time without notice to the student. Food and drinks cannot be stored in the lockers.

### **Sanitation**

We believe that sanitation and cleanliness are essential to the barbering/beauty industry. All students will one day work in shops that require cleaning and sanitizing. Therefore, we require that all students participate in light cleaning throughout the School. Janitors have been contracted to take care of the majority of the work, but students must participate in the day-to-day cleaning of the School. Refusal to participate will be grounds for disciplinary action. Students receive hourly credit towards their program for cleaning and sanitizing and do not receive any payment from TBC for performing these tasks.

### **Theory/Practical Rules**

All students must maintain a class notebook and bring it to class each day. A list of required items for this notebook will be issued at orientation. Instructors will check these notebooks weekly to ensure that they are properly maintained and organized. Failure to comply will result in disciplinary action.

It is the student's responsibility to have all work checked before a grade is given. No credit will be given for work that has not been checked by an instructor.

### **Academic Dishonesty**

Student behavior viewed and/or considered dishonest will not be tolerated. Any student engaging in dishonest activity will be subject to disciplinary action. "Academic dishonesty" is defined as using external sources, such as cell phones, notes, or other students, to dishonestly alter performance on tests, quizzes, practicals, and other assignments.

### **Contact Information**

All students must provide the TBC Student Services Department with current and accurate contact information for themselves individually and for at least 5 references chosen by the student. At orientation, all TBC enrollees are asked to fill out a Freshman Contact Numbers form, providing their individual primary and secondary phone numbers. New enrollees also complete an Emergency Contacts/References Sheet, providing names, addresses and phone numbers for up to 5 personal references. When a student learns of any change to any of the contact information he or she has provided to TBC, the student must **promptly** update the changed contact information by completing an Updated Contact Information form and submitting it to the Student Services Department via hand delivery or facsimile at 713-574-2731. Updated Contact

Information forms can be obtained from any Student Services Representative. Failure to promptly update contact information is grounds for disciplinary action, which could include suspension or termination of enrollment.

### **X. Complaint/Grievance Policy**

The School has the following procedure for filing a complaint. Each campus emphasizes an open door policy with regard to needs and or complaints associated with students, staff, and clients. All students are apprised of procedures for filing a complaint during orientation. We encourage anyone experiencing difficulties within the School environment, procedures, or policies to address the issue with School personnel at the earliest possible time.

All staff is trained to address issues and in most cases can bring resolution to an issue without a need to file a formal complaint. In the event someone deems it necessary to file a formal complaint, forms are made readily available at all campuses. Students may take the following steps:

- (i) Write the complaint in a simple and legible format. Typing is not necessary.
- (ii) Sign the complaint.
- (iii) Submit the complaint to a Student Services Representative in person or by certified mail to the attention of the Director of Student Services, Bob de Leon at P.O. Box 421206, Houston, TX 77242.

Upon receipt of a formal complaint, and within five (5) business days, a TBC Student Services Representative will notify the student of recommendations for resolution.

A student can bypass the above-described internal complaint process and file a complaint with the School's licensing and/or accreditation agency. Those agencies' contact information is the following:

Licensing Agency: Texas Department of Licensing and Regulation  
P.O. Box 12157  
Austin, TX 78711  
800.803.9202 (phone)  
[www.tdlr.texas.gov](http://www.tdlr.texas.gov)

Accrediting Agency: Council on Occupational Education  
7840 Roswell Road  
Building 300, Suite 325  
Atlanta, GA 30350  
770.396.3898 (phone)  
800.917.2081 (phone)  
770.396.2790 (fax)  
[www.council.org](http://www.council.org)

### **Y. Copyright Infringement**

Unauthorized distribution of copyrighted material, including unauthorized peer-to-peer file sharing, may subject students to civil and criminal liabilities.

The making of an electronic or paper copy of a copyrighted work by any means (photocopying, electronic reproduction, scanning, digitizing, etc.) constitutes reproduction that is governed by copyright law. The copyright principles that apply to the use of copyrighted works in electronic environments are the same as those that apply to such use in paper environments.

The reproduction or copying of a work subject to copyright protection typically requires the permission of the copyright owner. However, the copyright law recognizes that in certain situations, copyrighted work may be reproduced without the copyright owner's consent. One such situation is where the doctrine of "fair use" applies. The following four factors must be considered for determining "fair use":

- The purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes
- The nature of the copyrighted work
- The amount and substantiality of the portion used in relation to the copyrighted work
- The effect of the use upon the potential market for or value of the copyrighted work

Allegations of copyright infringement, including without limitation unauthorized peer-to-peer file sharing, by TBC students will be investigated. Any student involved in a copyright infringement situation will be referred to the Director of Barbering and the proper authorities. The Director of Barbering may call a disciplinary hearing, and if TBC determines that a student has violated any copyright laws, including without limitation, illegal downloading or unauthorized distribution of copyrighted materials using TBC's information technology system, the offending student's access to online services may be terminated or the student's enrollment at TBC may be terminated.

TBC presently has a firewall web-filtering appliance, which provides web filtering and fire wall protection. Students have very limited access to computers at TBC. For those students who do use TBC computers, their access is limited to approximately 20 websites. While it is impossible to ensure 100% access restriction, TBC does disable all devices pertaining to copying computer-generated information, including blocking all USB connections. In addition, TBC prohibits student users from downloading restricted information without the consent of the administrators in charge of the program.

#### Summary of Civil and Criminal Penalties for Violation of Federal Copyright Laws

Copyright infringement is the act of exercising, without permission or legal authority, one or more of the exclusive rights granted to the copyright owner under section 106 of the Copyright Act (Title 17 of the United States Code). These rights include the right to reproduce or distribute a copyrighted work. In the file-sharing context, downloading or uploading substantial parts of a copyrighted work without authority constitutes an infringement.

Penalties for copyright infringement include civil and criminal penalties. In general, anyone found liable for civil copyright infringement may be ordered to pay either actual damages or "statutory" damages affixed at not less than \$750 and not more than \$30,000 per work infringed. For "willful" infringement, a court may award up to \$150,000 per work infringed. A court can, in its discretion, also assess costs and attorneys' fees. For details see title 17, United States Code, Sections 504 and 505.

Willful copyright infringement can also result in criminal penalties, including imprisonment of up to five years and fines of up to \$250,000 per offense.

For more information, please see the U.S. Copyright Office website at [www.copyright.gov](http://www.copyright.gov), especially their Frequently Answered Questions (FAQ's) at [www.copyright.gov/help/faq/](http://www.copyright.gov/help/faq/).

## **Z. Statement of Non-Discrimination and Title IX**

TBC provides equal opportunities in education for all prospective and enrolled students and in employment for all prospective and current employees, and does not discriminate on the basis of race, color, sex, age, disability, national origin, or any other characteristic protected by law, in its education programs and activities. For general complaint procedures relating to discrimination, please see the Harassment and Discrimination Complaint Procedures set forth in the "Harassment Prohibited" section below and for more specific, step-by-step procedures refer to the TBC Discrimination and Harassment Policy at <https://txbarber.edu/Discrimination-and-harassment-policy-2019/>.

You also may contact the TBC Equal Opportunity Officer (EOO), Anthony Reed, at (713) 953-0262, ext. 1403, with any questions or concerns about discrimination.

Title IX of the Education Amendments of 1972 ("Title IX") is a federal civil rights law that prohibits discrimination on the basis of sex in federally funded education programs and activities. As a recipient of Federal financial assistance from the U.S. Department of Education, TBC is subject to the requirements of Title IX. Consistent with Title IX, TBC does not discriminate against students, faculty, or staff based on sex



in any of its programs or activities, including but not limited to educational programs, employment, and admission.

TBC is committed to responding promptly and effectively when it learns of any form of possible discrimination based on sex. TBC responds to reports of sexual harassment, including sexual violence<sup>1</sup>, as part of its efforts to stop the harassment and prevent its recurrence of possible sex discrimination. An individual who has questions or concerns regarding possible discrimination based on sex should contact the Title IX Coordinator:

### **Contact Information for TBC Title IX Coordinator and Equal Opportunity Officer**

Anthony Reed, 8201 S. Gessner Road, Ste. A, Houston, Texas 77036; (713) 953-0262, ext. 1403; [titleixreports@txbarber.edu](mailto:titleixreports@txbarber.edu).

### **Contact Information for OCR**

Questions regarding Title IX may also be referred to the Office for Civil Rights – U.S. Department of Education (OCR), Dallas Office, at (214) 661-9600. The web address for OCR is <http://www2.ed.gov/about/offices/list/ocr/index.html>.

### **AA. HARASSMENT PROHIBITED\*\***

TBC is committed to providing an environment which is free of unlawful harassment. TBC prohibits harassment because of sex (including sexual harassment, harassment due to pregnancy, childbirth or related medical conditions and gender harassment) and harassment because of race, religion, color, national origin, medical condition, physical or mental disability, age, citizenship status, or any other basis protected by federal, state or local law, regulation, or ordinance. **ALL SUCH HARASSMENT IS ILLEGAL.**

TBC's anti-harassment policy applies to all individuals involved in the operation of the Company, and prohibits unlawful harassment by an employee of TBC (including officers, supervisors and co-workers), by students or clients of TBC, or by any third parties, such as clients, vendors and/or independent contractors and their employees. This policy has been written to ensure that all TBC students, employees, and third parties feel that our campuses are a safe and friendly place to learn and work.

Non-employee violators of this policy are subject to expulsion from TBC's facilities when harassment occurs on Company premises. TBC may discontinue service to off-TBC premise violators of this policy. Furthermore, TBC may report violators to the appropriate authority for civil or criminal action. TBC prohibits retaliation of any kind against students or employees, who, in good faith, bring harassment complaints or assist in investigating such complaints.

### **Examples of Prohibited Unlawful Harassment**

Prohibited unlawful harassment because of sex, race, religion, color, national origin, medical condition, physical or mental disability, age, marital status, citizenship status, or any other protected basis could include, but is not limited to, the following behavior:

1. Racially derogatory words, phrases, or epithets;
2. Unwanted sexual invitations, advances, or comments;
3. Offensive demonstrations of a racial or ethnic nature;
4. Comments about racial/ethnic characteristics;
5. Visual conduct such as sexually-oriented, pornographic and/or derogatory photographs, posters, drawings, cartoons, gestures, e-mail or Internet sites;

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<sup>1</sup> "Sexual violence" refers to physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent due to the victim's use of drugs or alcohol. An individual may also be unable to give consent due to an intellectual or other disability. A number of different acts fall into the category of sexual violence, including rape, sexual assault, sexual battery, and sexual coercion. All such acts of sexual violence are forms of sexual harassment covered under Title IX.

6. Negative comments about an employee's religious beliefs (or lack of religious beliefs);
7. Physical actions such as unwanted touching, assault, blocking another's way or interference with one's education because of sex, race or any other protected category;
8. Threats or demands to submit to sexual advances or requests as a condition of continued enrollment, offers of educational benefits in return for sexual favors, or to avoid some other negative educational action;
9. Negative comments regarding a student's age when referring to students who are 40 and over;
10. Expressing negative stereotypes regarding a student's birthplace or ancestry;
11. Derogatory or intimidating references to a student's mental or physical impairments; and
12. Retaliation against any student for making an allegation of harassment or for participating in such an investigation.

TBC will not tolerate the harassment of any student by another student, employee, third party vendor, client, instructor, supervisor, manager or director for any reason. Harassment is a violation of various state and federal laws which may subject the individual harasser to liability for any such unlawful conduct.

### **Harassment and Discrimination Complaint Procedures\*\***

TBC is committed to responding to incidents of discrimination and harassment, including without limitation, sexual harassment that TBC knows or should know about, even if a complaint or report has not been filed, and to respond to all complaints, reports and other incidents of discrimination or harassment it knows or should know about. These procedures apply to complaints of discrimination or harassment by or against TBC employees, students, or third parties. TBC expects that everyone will act responsibly to establish a pleasant and friendly work/school environment. However, if a student feels he or she has been subjected to any form of harassment or discrimination, the student should firmly and clearly tell the person engaging in the harassing or discriminating conduct that it is unwelcome, offensive, and should stop at once.

A student may choose to make a formal complaint for harassment or discrimination to a Campus Director, a TBC Manager, the Title IX Coordinator/EOO (ext. 1403), a corporate officer, the Executive Administrative Assistant at the Corporate Office (713) 953-0262 (ext. 1407), or via email at [titleixreports@txbarber.edu](mailto:titleixreports@txbarber.edu) for investigation and disciplinary action regardless of whether or not the student has decided to press criminal charges. In the event of a formal complaint, the investigation of the discrimination or harassment claim will begin promptly. A student can also choose to make an informal complaint to a Student Services Representative.<sup>2</sup>

A harassment or discrimination report is not limited to strangers, but can be filed against another student, a TBC employee, or an outside third party, such as a client receiving services or a vendor. Likewise, if a student or employee witnesses another student, employee or third party harassing or discriminating against another individual, the student should report that conduct as well. Retaliation against any employee/student for filing a complaint or participating in an investigation is strictly prohibited. However, any student or employee who knowingly makes a false claim of harassment or discrimination will be subject to corrective action, up to and including, termination of enrollment or employment.

The Title IX Coordinator/EOO shall establish a timetable for each case in order to assure a prompt resolution of the complaint. Ordinarily, resolution should be reached within 60 days of the filing of the complaint.<sup>3</sup> If resolution is expected to take longer, due to such factors as the complexity of the investigation and/or the severity and extent of the alleged conduct, the Title IX Coordinator/EOO shall notify the parties. The standard of evidence used in these investigations shall be preponderance of the evidence (i.e., it is more likely than not that harassment or discrimination occurred).

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<sup>2</sup> A complaint can be "informal" or "formal." For guidelines about what constitutes an informal versus formal complaint and whom to report to depending upon the type of the complaint, see section 8.2 of the TBC Sexual Misconduct Policy.

<sup>3</sup> This 60-day timeframe includes a determination of disciplinary sanctions after a Title IX violation has been found and providing any remedies for the complainant and school community.

In the event of an internal disciplinary proceeding, the accuser and the accused are entitled to the same opportunities to have others present during such a proceeding, including the opportunity to be accompanied to any related meeting or proceeding by an advisor of their choice. Both the accuser and the accused shall be simultaneously informed in writing of (i) the outcome of the institutional disciplinary proceeding that arises from an allegation of harassment or discrimination; (ii) TBC's procedures for the accused and the victim to appeal the results of the institutional disciplinary proceeding; (iii) any change to the results that occurs prior to the time that such results become final; and (iv) when such results become final. Compliance with this paragraph does not constitute a violation of the Family Educational Rights and Privacy Act (FERPA). For the purpose of this paragraph, the outcome of a disciplinary proceeding means only the institution's final determination with respect to the alleged offense and any sanction that is imposed against the accused. However, TBC will, upon written request, disclose to the alleged victim of a crime of violence, or a non-forcible sex offense, the report on the results of any disciplinary proceeding conducted by TBC against the alleged perpetrator of such crime or offense. If the alleged victim is deceased as a result of the crime or offense, TBC will provide the results of the disciplinary hearing to the victim's next of kin, if so requested.

In no event will mediation be used to resolve sexual assault complaints. Students or employees who report sexual misconduct will not be required to resolve the problem directly with the alleged harasser.

The complainant may proceed with a criminal investigation and a Title IX complaint simultaneously. In such event, TBC may defer its investigation for a limited time for fact gathering and then will promptly resume its investigation.

The disciplinary sanctions assessed in a particular case will be dependent upon the nature of the conduct involved, the circumstances and conditions which existed at the time the student engaged in the conduct and the results which followed as a natural consequence of the conduct.

TBC will take steps to prevent recurrence of any harassment and to correct its discriminatory effects on the complainant and others, if appropriate. Possible sanctions or protective measures TBC may impose following a final determination of an institutional disciplinary proceeding regarding harassment or discrimination are the following: (i) written disciplinary warning; (ii) disciplinary probation; (iii) suspension of rights and privileges; (iv) suspension from school if a student or unpaid suspension if a TBC employee; (v) expulsion from School, or termination of employment in the case of a TBC employee; (vi) prohibition of any interaction between the victim and the accused and/or a requirement that they maintain a specified distance apart; (vii) refusal to service a client at a TBC campus; or (viii) termination of services with a third party vendor.

## **BB. Sexual Harassment\*\***

TBC prohibits sexual harassment, which is a form of prohibited sex discrimination and includes any acts of sexual violence or sexual assault. This policy applies to sexual or gender-based harassment that is committed by students, faculty, staff, or third parties, whenever the misconduct occurs on TBC property or off TBC property if: (i) the conduct was in connection with a TBC or TBC-recognized program or activity; or (ii) the conduct may have the effect of creating a hostile environment for a member of the TBC community or contributing to and/or continuing a hostile environment. See information concerning Title IX Coordinator in Statement of Non-Discrimination section above.

### **Definition**

Sexual harassment can take two forms: quid pro quo and hostile environment.

**Quid pro quo harassment** occurs when a perpetrator causes a student to believe that he or she must submit to unwelcome sexual conduct in order to participate in a school program or activity. It can also occur when a perpetrator causes a student to believe that the perpetrator will make an educational decision based on whether or not the student submits to unwelcome sexual conduct. For example, when a teacher threatens to fail a student unless the student agrees to date the teacher, it is quid pro quo harassment.

**Hostile environment harassment** occurs when unwelcome conduct of a sexual nature is sufficiently serious that it affects a student's ability to participate in or benefit from an education program or activity, or creates an intimidating, threatening or abusive educational environment. A hostile environment can be

created by a school employee, another student, or even someone visiting the school, such as a client or third party vendor.

It is important to recognize that nonsexual touching or other nonsexual conduct does not warrant a claim of sexual harassment. In a barber college there will be times when staff members and students must touch. The barber industry is a hands-on service to the public, and in order to train students effectively, students and staff must learn how to touch others appropriately.

Our desire is not to create a sterile or cold environment where individuals fear touching or speaking to each other. However, our desire is to create a comfortable and safe work environment for students and staff members.

Unwelcome sexual advances, requests for sexual favors, or other verbal, visual or physical conduct of a harassing nature will constitute harassment when the person involved feels compelled to submit to that misconduct in order to keep his or her position, to receive appropriate grades, or to benefit from a certain educational decision. If this type of misconduct interferes with a student's work, or creates an intimidating, hostile, or offensive work environment for a student, it may be considered harassment.

## **CC. Retaliation Prohibited**

To ensure individuals can invoke these complaint procedures without fear of reprisal, Title IX prohibits retaliation against any individual "for the purpose of interfering with any right or privilege secured by [Title IX]," or because that individual "has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing" under Title IX. Prohibited retaliatory acts include intimidation, threats, coercion, or discrimination against any such individual. Any person who brings a claim or complaint of discrimination or harassment, or who assists in the investigation of such claim or complaint, will not be adversely affected in the terms and conditions of enrollment, or discriminated against or discharged because of the complaint or assistance. If you experience retaliation related to a discrimination or harassment complaint, you should immediately report it to your Campus Director, a TBC Manager, the Director of Barbering (also the Title IX Coordinator and EOO), the Corporate Office, or via [titleixreports@txbarber.edu](mailto:titleixreports@txbarber.edu) at once. Complaints of such retaliation will be promptly investigated and, when warranted, the persons engaging in the retaliatory conduct will be subject to disciplinary action up to and including termination.

*\*\* For a more detailed description of TBC policies and procedures concerning sexual harassment and sexual violence, see the [TBC Sexual Misconduct Policy](#). For a more detailed description of TBC policies and procedures concerning discrimination and other forms of harassment, see the [TBC Discrimination and Harassment Policy](#). Copies of these policies can be obtained via the following web links <https://txbarber.edu/Discrimination-and-harassment-policy-2019/> (Discrimination and Harassment Policy) and <https://txbarber.edu/Sexual-Misconduct-Policy-2019/> (Sexual Misconduct Policy) or by requesting a hard copy from a Student Services Representative, the Title IX Coordinator, or the Corporate Office at (713) 953-0262, ext. 1407.*

## **DD. Security and Crime Policy**

In accordance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (the "Clery Act"), TBC collects crime statistics as the basis for its annual security report. These statistics include those reported to designated campus officials, including, without limitation, to directors, officers, Campus Directors, and designated staff. This report is prepared in cooperation with the local law enforcement agencies surrounding our Main Campus and branch campuses, the Education Department, the Student Services Department, and TBC management. This report includes information about crime reporting policies, procedures and responses, drug and alcohol abuse, sexual assault prevention, and emergency response and evacuation procedures. A copy of the report can be obtained from the TBC Corporate Office, (713) 953-0262, ext. 1407, a Student Services Representative, or from the TBC Admissions Department. The most recent Campus Security Report also can be accessed via the TBC's electronic management system, ADM.

### **Campus and Public Property\* Crime Statistics**

Statistics are gathered, maintained and classified by the following crimes:

- i. Criminal homicide:
  - (A) Murder and non-negligent manslaughter
  - (B) Negligent manslaughter
- ii. Sex Offenses:
  - (A) Rape
  - (B) Fondling
  - (C) Incest
  - (D) Statutory rape
- iii. Robbery
- iv. Aggravated assault
- v. Burglary\*\*
- vi. Motor vehicle theft
- vii. Arson
- viii. Arrests for liquor law violations, drug violations, and illegal weapons possession
- ix. Disciplinary referrals for liquor law violations, drug violations, and illegal weapons possession
- x. Hate Crimes (all crimes listed in (i) through (ix) above, plus larceny-theft, simple assault, intimidation, destruction/damage/vandalism of property, and any other crime involving bodily injury in which bias against a protected group was a motivating factor). The following are the categories of bias protected by the Clery Act:
  - a. Race
  - b. Gender
  - c. Religion
  - d. Sexual Orientation
  - e. Gender Identity
  - f. National Origin
  - g. Ethnicity
  - h. Disability
- xi. Sexual assault, domestic violence, dating violence, and stalking incidents that were reported to campus security authorities or local police agencies.
- xii. Unfounded crime reports for items (i) through (vii) that were unfounded and subsequently withheld from crime statistics.

\*"Campus" is defined as "any building or property owned or controlled by the School within the same reasonably contiguous geographic area and used by the School in direct support of, or in a manner related to, its educational purposes." "Public property" is defined by "all public property, including thoroughfares, streets, sidewalks, and parking facilities, that is within the campus, or immediately adjacent to and accessible from the campus."

\*\*If a perpetrator steals from an area of open access (i.e., there is no unlawful trespass), the incident is classified as larceny, not burglary.

Statistics from the past 3 calendar years for the above-identified crimes are published in the TBC Annual Security Report and are specific to each campus.

#### **Policy for Reporting Annual Disclosure of Statistics**

The Campus Security Report comes from local municipalities and the internal security records of TBC. Also included are crimes that occurred on any public property within or immediately adjacent to, or accessible from, the TBC campuses. However, the source of information regarding any crimes on public property might be limited to TBC's internal security records as TBC often is not able to determine if the statistics it

obtained from local law enforcement agencies were for its Clery geography (i.e., crimes that occurred on “campus” or on “public property” as those terms are defined herein).

### **Information on Campus Crimes**

The Campus Security Report is updated and reported annually to the Department of Education through the National Center for Educational Statistics’ annual IPEDS report and made available to all students and employees upon completion of the crime statistics survey. Any student or employee should report any of the criminal offenses above to a Campus Director immediately after the crime is committed or as soon as the student or employee becomes aware of the crime. Any voluntary or confidential reports made by victims or witnesses of the above-mentioned crimes will be included in the crime statistics survey.

### **Reporting Crimes and Other Emergencies**

Community members, students, faculty, staff, and guests are strongly encouraged to report all crimes by contacting the local police department. The local law enforcement agencies for the Houston campuses is the Houston Police Department (HPD) at (713) 308-1600 and for the Dallas campuses is the Dallas Police Department (DPD) at (214) 671-3001. Dial 9-1-1 for any emergency.

For the purpose of making timely warning reports and the annual statistical disclosure (both described below), a student, employee or guest of TBC should report crimes (or any suspicious activity) or emergencies to TBC by calling 214-943-7255 [Dallas] or 713-953-0262 [Houston] and dialing one of the following extensions:

- Director of Barbering (ext. 1403)  
-located at 8201 S. Gessner Road, Ste. A, Houston, TX 77036
- Corporate Office (ext. 1407)

TBC does not have security procedures that allow pastoral and professional counselors to inform those they counsel of procedures for reporting crimes voluntarily and confidentially for inclusion in TBC’s annual security report and Web-based report to the U.S. Department of Education. TBC does not have a campus police/security department.

### **Timely Warnings**

Timely warnings are issued when there is a Clery crime that has already occurred, but the crime still represents a serious and continuing threat to the campus community. If TBC receives a report of such a crime, the Chief Operating Officer, General Counsel, and/or Director of Barbering (depending on the location of the incident) will immediately investigate the report. If the investigation confirms the validity of the report, and the situation constitutes a Clery crime that is a continuing and ongoing threat, one of the above-identified employees will issue a campus-wide timely warning as soon as pertinent information is available. The warning will be circulated through postings on the bulletin board in the break rooms, near the time clock, at the front desk, and/or in each classroom. The warning might also be issued via email and/or texts to students and employees. For the purpose of preserving confidentiality, names of any victims of crimes that are threats to other students and employees will be withheld from timely warnings.

If there is a non-Clery crime or other situation that is a serious or continuing threat, TBC will issue a “Crime Alert” to students and employees at the affected campus.

### **Annual Disclosure of Crime Statistics**

By October 1<sup>st</sup> of each year, the Annual Campus Security Report must be distributed to all enrolled students and current employees. Distribution may be by direct mailing, electronic mail, or hand delivery. The Annual Campus Security Report is also available to prospective students through any TBC Admissions or Student Services Representative and to prospective and current employees and students through the TBC Corporate Office at 713-953-0262, ext. 1407. TBC’s campus security reports for 2020 may be accessed via the internet at [TBC Annual Security Report – 2020 | Texas Barber College \(txbarber.edu\)](https://txbarber.edu) and via a link on students’ ADM dashboard.

General Counsel for TBC is responsible for gathering the crime statistics from each campus as well as from area law enforcement agencies. Data for the report is obtained from the Campus Directors at each campus, who are charged with providing reports about crimes or other emergencies to TBC’s Corporate Office. In

addition, the officers and directors of TBC as well as the Director of Barbering and Campus Directors are continually monitoring TBC campuses. In the event one of these individuals witnesses a crime or receives a report that is subject to disclosure in the Annual Campus Security Report, he or she will immediately provide the information to TBC's Corporate Office.

### **Access and Security Maintenance Policy**

During business hours, TBC campuses will be open to students, employees, guests, and paying customers. During non-business hours, access to facilities is limited to those individuals who have been issued an alarm code (e.g., maintenance crews). TBC does not have any campus residences.

If an area is shown to be problematic, TBC officials will evaluate the area and determine what measures should be taken to ensure greater safety. All campuses are evaluated on a regular basis to assess their security, which includes but is not limited to regular checks of lighting, landscaping, locks, alarms, and communication systems. The Director of Barbering evaluates these items on a regular basis at all campuses. In addition, the Director of Barbering visits the Dallas campuses at least once, often twice, a month. Campus Directors at every campus conduct a monthly maintenance check, which includes items related to campus security, and submit a safety and security audit to the Corporate Office. Repairs and replacements are made promptly upon discovery of any security deficiencies or physical hazards.

TBC strongly encourages students, faculty and staff to report any safety concerns or exterior lighting malfunctions to the Corporate Office at (713) 953-0262, ext. 1407.

### **Campus Law Enforcement**

Although TBC campuses advocate and support a close cooperative working relationship with federal, state and local law enforcement agencies, TBC does not have a written memorandum of understanding with these police agencies. However, TBC contacts the appropriate police authorities annually for crime reporting purposes as well as in the event of an emergency or incident on campus that requires their involvement.

All campuses are under the jurisdiction of local government law enforcement agencies. TBC does not have security personnel or campus police. The local law enforcement agencies for the Houston campuses is the Houston Police Department (HPD) at (713) 308-1600 and for the Dallas campuses is the Dallas Police Department (DPD) at (214) 671-3001.

Staff and faculty do not have the authority to arrest individuals, but will notify local law enforcement immediately after a crime has either occurred on campus or public property adjacent to campus or has been reported to them. In addition to reporting the crime to staff and faculty, or if staff and faculty are unavailable, any witness or victim of a crime should report the crime to local law enforcement agencies as soon as possible. Victims and witnesses are encouraged to report the crime as accurately and promptly as possible by dialing 9-1-1. In the event a victim of a crime elects not to or is unable to make a report, TBC shall endeavor to make an accurate and prompt report on behalf of the victim to the appropriate law enforcement agencies.

### **Crime Prevention Programs**

Crime prevention presentations relating to personal safety, sexual assault prevention, alcohol and drug awareness, burglary and theft prevention and office safety are conducted periodically throughout the year for students and employees. Likewise, TBC provides informational handouts on these topics at every campus. Information on crime prevention, bystander intervention, and sexual assault, domestic violence, dating violence and stalking is distributed to students at orientations and to employees upon hire.

### **Security Awareness Programs**

TBC encourages all students and employees to be responsible for their own security and the security of others. TBC has campus-wide educational programs, which sometimes include guest speakers from local police departments. These programs are offered periodically throughout the calendar year and all TBC community members are encouraged to attend. The programs are designed to inform students and employees about campus security procedures. These security awareness programs do not include any officially recognized student organizations with off-campus locations as TBC does not have any such locations.

The following are risk reduction tips concerning personal safety, workplace safety and protection of property:

#### Personal Safety

- Walk in groups of three or more.
- Be aware of your surroundings.
- Be aware of crimes on and around campus.
- Avoid isolated or dark areas.
- Do not wear earphones while walking.
- If you cannot find a companion to walk you to your destination, ask another student or TBC employee to accompany you.
- Before exiting a building or car, look around the area for anything suspicious.
- If confronted by a situation, try to remain calm.
- If it is safe to do so, try to get a detailed description of suspects or suspicious persons and/or their vehicles.
- Avoid strangers. You do not have to stop and talk to them.
- If you are being followed, go to the nearest area of safety.
- Stay alert, and plan ahead for "What if . . .?"

#### Workplace Safety

- Know your co-workers. You are the best one to determine who does not belong.
- Do not prop open exterior doors.
- If you see someone you consider suspicious or out of place, immediately tell a Campus Director or contact the TBC Corporate Office at 713-953-0262, ext. 1407.

#### Protecting Your Property

- Record the serial numbers of your belongings. Engrave or permanently mark items with a unique identifying number.
- Keep your car locked. Store items out of sight or in your office.
- Coats, backpacks, and separate purses should remain with you or be locked up.

### **Domestic Violence, Dating Violence, Sexual Assault and Stalking Policy**

#### Procedures to Follow

Victims of domestic violence, dating violence, sexual assault, or stalking may: (i) notify local police or campus authorities; (ii) be assisted by campus authorities in notifying law enforcement if the victim so chooses; or (iii) decline to notify local police and/or campus authorities. If the victim chooses to contact campus authorities, he or she should contact the Title IX Coordinator at 713-953-0262, ext. 1403, a Campus Director, a supervisor, a member of TBC management, a Student Services Representative, or the Executive Administrative Assistant at the Corporate Office (713-953-0262, ext. 1407).

If you are a victim of domestic violence, dating violence, sexual assault, or stalking, your first priority should be to get to a place of safety. You should then obtain necessary medical treatment. TBC strongly advises that a victim report the incident in a timely manner to the police department by calling 9-1-1 or the numbers for local police departments (there are sex crimes units for Houston and Dallas) listed below. It is critically important to preserve evidence as it may be necessary to prove a criminal sex offense, such as domestic violence, dating violence, or sexual assault, in an on-campus disciplinary proceeding<sup>4</sup> or in obtaining a protective order in court. Time is a critical factor for evidence collection and preservation.

Filing a police report will:

- (i) Ensure that a victim of sexual assault receives the necessary medical treatment and tests;

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<sup>4</sup> Disciplinary proceedings at TBC include fact-finding investigations and formal or informal meetings, but they do not include a hearing.



- (ii) Provide the opportunity for collection of evidence helpful in prosecution, which cannot be obtained later (ideally a victim of sexual assault should not wash, use the toilet or change clothing prior to a medical/legal exam); and
- (iii) Assure the victim has access to free confidential counseling from counselors specifically trained in the area of sexual assault crisis intervention.

If a victim does not wish to file a police report, he or she should still try to preserve evidence of the crime by getting a forensic examination, which can be performed at the following hospitals:

**Houston**

Memorial Hermann Hospital  
6411 Fannin Street  
Houston, TX 77030  
(713) 704-2800

**Dallas**

Texas Health Presbyterian Hospital  
8200 Walnut Hill Lane  
Dallas, TX 75231  
(214) 345-6789

Sometimes victims and/or witnesses are hesitant to make an internal report to TBC because they fear that they themselves may be charged with policy violations. To encourage reporting, TBC follows a policy of offering victims and witnesses of domestic violence, dating violence, sexual assault, or stalking amnesty from being charged with alcohol or drug-related TBC policy violations if they had been using drugs or alcohol at or near the time of the incident.

TBC will provide written notification to students and employees about existing counseling, health, mental health, victim advocacy, legal assistance, visa and immigration assistance, student financial aid, and other services available for victims, both within the institution and in the community.

Regardless of whether or not a victim chooses to report the crime to local law enforcement or campus authorities, if a student who is a victim of a domestic violence, dating violence, sexual assault, or stalking requests it, TBC personnel will provide the student with information about the options for, and available assistance in, changing transportation or academic or working situations. Such options are subject to what is reasonably available at the time. A student seeking such assistance should contact a Student Services Representative at ext. 1436 [Houston] or ext. 1106 [Dallas] or the Title IX Coordinator at ext. 1403. As TBC does not provide on-campus housing, it cannot offer living accommodations in assisting a victim.

**Outside Resources -Δ**

TBC does not provide on-campus counseling, mental health, or other student services for victims of sex offenses. However, counseling and support services outside the TBC system can be obtained by calling the following 24-hour hotlines:

- Houston Area Women’s Center.....713-528-7273
- Dallas Area Rape Crisis Center.....972-641-7273 or 214-590-0430

In addition, reports of sexual assault can be made to local police departments for each campus, which can be contacted at the following phone numbers:

- Houston Police Department – Sex Crimes Unit .....713-308-1180
- Dallas Police Department – Sexual Assault Unit..... 214-671-3584

Δ – For a more extensive list of outside resources, please see Section 14 of the [TBC Sexual Misconduct Policy](https://txbarber.edu/Sexual-Misconduct-Policy-2019/) at <https://txbarber.edu/Sexual-Misconduct-Policy-2019/> or request a hard copy from a Campus Director, Student Services Representative, the Title IX Coordinator, or the Corporate Office at (713) 953-0262, ext. 1407.

**Protective and Restraining Orders**

A protective or restraining order can be obtained by filling out an application for such an order and filing it in court in the county where you live. In the event a TBC student or employee has an order of protection, no-contact order, restraining order, or similar lawful order issued by a criminal, civil, or tribal court against another individual, that student or employee should provide a copy of the order to the Corporate Office or Title IX Coordinator for TBC as soon as possible. In addition, the student or employee will be asked to provide a photograph of the person against whom the order has been issued for identification purposes. If the student or employee requests that TBC redact the student's or employee's personal information (e.g., name, address, etc.) prior to distributing the order to others, TBC will honor his or her request. Upon receipt of such an order, TBC management will promptly share the contents of the order and any and all identifying information about the person against whom the order has been issued with the TBC employees located at that student's campus or employee's worksite. Those TBC employees will be advised to immediately contact local police and their supervisor in the event the person against whom the order has been issued is seen in the vicinity of the student's campus or employee's worksite.

For more information on obtaining a protective or restraining order, call 1-800-374-4673 or go to [www.texaslawhelp.org/protectiveorderkit](http://www.texaslawhelp.org/protectiveorderkit).

#### Written Explanation of a Victim's Rights and Options

A student or employee who reports to TBC that he or she has been a victim of domestic violence, dating violence, sexual assault, or stalking, whether the offense occurred on or off campus, shall be provided with a written explanation of his or her rights and options, including without limitation, possible sanctions or protective measures that TBC may impose and procedures for reporting and preserving evidence of the offense.

#### Internal TBC Procedures\*\*\*

A student or employee may choose to make a formal complaint for domestic violence, dating violence, sexual assault, or stalking to the Title IX Coordinator (ext. 1403), a Campus Director, a Student Services Representative, or the Executive Administrative Assistant at the Corporate Office (ext. 1407) for investigation and disciplinary action regardless of whether or not the student has decided to press criminal charges. Such a complaint can also be made via email at [titleixreports@txbarber.edu](mailto:titleixreports@txbarber.edu). A formal written complaint form can be accessed at [https://txbarber.edu/formal\\_complaint\\_questionnaire/](https://txbarber.edu/formal_complaint_questionnaire/). In the event of a formal complaint, an investigation will begin promptly. A student can also choose to make an informal complaint to a Student Services Representative.

\*\*\*For a detailed explanation of policies and procedures relating to sexual misconduct, which includes acts of sexual violence, please see the TBC Sexual Misconduct Policy at <https://txbarber.edu/Sexual-Misconduct-Policy-2019/> or request a hard copy from a Student Services Representative, the Title IX Coordinator, or the Corporate Office at (713) 953-0262, ext. 1407.

#### **Sex Offender Registry**

In accordance to the "Campus Sex Crimes Prevention Act" of 2000, TBC is providing a link to a sex offender registry:

<https://records.txdps.state.tx.us/SexOffender/>

#### **Emergency Response and Evacuation Procedures**

TBC has an emergency action plan ("EAP") in place for all students and employees. This EAP includes an Emergency Response Team as well as three designated Safety Coordinators. Through the EAP, these individuals have been apprised of the procedures TBC will use to immediately notify the campus community upon the confirmation of a significant emergency or dangerous situation involving an immediate threat to the health or safety of students or employees occurring on campus.

The titles of the Safety Coordinators, who are those persons responsible for carrying out the emergency response procedures, are the following:

- Chief Operating Officer
- President/General Counsel
- Director of Barbering

In order to determine whether or not a significant emergency or dangerous situation exists, the Safety Coordinator will communicate with the Campus Director located at the site of incident to gain as much information as possible. Upon confirmation by a Safety Coordinator through a member of the Emergency Response Team that a significant emergency or dangerous situation involving an immediate threat to the health or safety of students or employees is occurring, the Safety Coordinator will ensure that other departments having an operational role in the specific incident are immediately notified.

A Safety Coordinator will communicate with the Campus Director to determine the location of an emergency. If the emergency affects only a particular campus, then only students and staff at the affected campus will receive an emergency notification. However, if an emergency could affect the operation of the institution as a whole, then the entire campus community (Houston and Dallas) will receive an emergency notification.

Unless issuing a notification will, in the professional judgment of responsible authorities, compromise efforts to assist victims or to contain, respond to or otherwise mitigate the emergency, the Safety Coordinator, or a person directed by him or her, will determine the content of the notification and immediately initiate the notification system to the affected campus community. TBC will consider the safety of the TBC community when determining the content of the notification.

This notification paging system will deliver the message to students and employees via email, texts and/or speaker phones, which are centrally located at each campus. Templates for these texts and emails are created and pre-approved for certain types of emergencies. In the event of an emergency, TBC students and staff will be directed to a safe location. TBC will disseminate emergency information to the larger community by immediately contacting the local police department for the campus at issue. In addition, there may be circumstances when the Student Services Department and/or the TBC Corporate Office will contact persons identified by students on their Emergency Contact/Reference forms or by employees on their emergency contact list.

An individual can report an emergency by dialing 9-1-1 and contacting the TBC Corporate Office at 713-953-0262, ext. 1407.

These emergency response and evacuation procedures will be tested on at least an annual basis, including, tests that may be announced or unannounced, publication of TBC's emergency response and evacuation procedures in conjunction with at least one test per calendar year, and documentation for each test of a (i) description of the exercise; (ii) the date and time; (iii) whether it was announced or unannounced; and (iv) the results of the test.

For more information, copies of the *TBC Health and Safety Plan and Emergency Procedures Manual* are available at each campus, from a Student Services Representative, and the Corporate Office.

## **EE. Drug and Alcohol Prevention Policy**

TBC is committed to providing a safe, healthy, and efficient environment for all employees and students. To help achieve this goal, the Company explicitly prohibits:

- The unlawful use, possession, manufacture of, solicitation for, sale or distribution of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on TBC premises or while performing an assignment or engaging in TBC-related activities.
- Being impaired or under the influence of legal or illegal drugs or alcohol on or away from TBC premises, if such impairment or influence adversely affects the employee's or student's work performance, the safety of the employee, student, or of others, or puts at risk TBC's reputation.
- Possession, use, solicitation for, sale or distribution of legal or illegal drugs or alcohol away from TBC premises, if such activity or involvement adversely affects the employee's or student's work performance, the safety of the employee, students, or of others, or puts at risk the TBC's reputation.
- The presence of any detectable amount of prohibited substances in the employee's or student's system while at work, while on the premises of TBC, or while on TBC business. "Prohibited

substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the student or employee.

The standards of conduct of TBC clearly prohibit the unlawful possession, use, sale, distribution of, manufacture of, or being under the influence of prohibited substances by students or employees on its property or as a part of any of its activities. Violations of the above-mentioned drug and alcohol policies occur when there is reasonable suspicion or direct evidence of prohibited activity. Reasonable suspicion of drug or alcohol use will be considered being "under the influence."

At this point TBC will impose sanctions (consistent with local, State and Federal law) against all student violators, including but not limited to, suspension of at least 7 school days or expulsion from school. In the event of a suspension, TBC will send a letter via email and regular mail to the suspended student's email and physical address, notifying him or her of the suspension and providing information relating to drug/alcohol rehabilitation programs. Students who return to TBC after suspension will be required to participate in a counseling session with representatives from the Student Services and Education Departments. All student violators will be subject to a 60-day probationary period if they are suspended as a result of a violation of the TBC drug and alcohol policy. Actual drug or alcohol use or possession with the intent to sell or distribute warrants automatic termination as does reasonable suspicion of drug or alcohol use or possession coupled with insubordination.

It is unlawful to sell, furnish or provide alcohol to a person under the age of 21. The possession of alcohol by anyone under 21 years of age in a public place or a place open to the public is illegal. In addition, the possession, sale, manufacture or distribution of any controlled substance is illegal under both state and federal laws.

Violators are subject to TBC disciplinary action, criminal prosecution, fine and imprisonment. (See list of state and federal penalties below on the following pages.) For penalties and sanctions associated with illegal trafficking and possession of a controlled substance, go to:  
[https://www.dea.gov/sites/default/files/drug\\_of\\_abuse.pdf#page=30](https://www.dea.gov/sites/default/files/drug_of_abuse.pdf#page=30)

If there is direct evidence of violation of TBC's drug and alcohol policy, the student or employee will be suspended or terminated from TBC. In addition, all evidence of illegal activities will be turned over to the appropriate law enforcement agencies.

TBC reserves the right to request for cause, random, and post-accident drug tests for its employees and students. Refusal to submit to a drug and/or alcohol screen is grounds for immediate termination. Law enforcement may also be invited to check our campuses at any time with any means they deem necessary (e.g., drug dogs). Use of some drugs is detectable for several days.

All information relating to drug and/or alcohol screens is to be kept strictly confidential. The information will be kept in each student's or employee's medical file, which will be maintained separately from the student's school file or the employee's personnel file. These medical files will be kept password protected and secured, and access will be limited to certain individuals at TBC. Under no circumstances should the results of a drug and/or alcohol screen be discussed with individuals that do not have a work-related need to know.

Possession, use, sale, manufacture, or distribution as mentioned above can result in prosecution by local, state, or Federal authorities and conviction can result in fine, imprisonment, or both. The following shows Federal and State offenses and penalties. For penalties and sanctions associated with illegal trafficking and possession of a controlled substance, go to:  
[https://www.dea.gov/sites/default/files/drug\\_of\\_abuse.pdf#page=30](https://www.dea.gov/sites/default/files/drug_of_abuse.pdf#page=30).

## **PENALTIES UNDER FEDERAL LAW**

<b><u>OFFENSE</u></b>	<b><u>MINIMUM PUNISHMENT</u></b>	<b><u>MAXIMUM PUNISHMENT</u></b>
Manufacture, distribution, or dispensing of drugs (including marijuana).	A term of imprisonment for up to three years and a fine of \$250,000 or both.	A term of life imprisonment without release (no eligibility for parole) and a fine not to exceed \$8,000,000 for an individual (or \$20,000,000 if other than an individual).
Possession of drugs (including marijuana).	Imprisonment for up to one year and a fine of not less than \$1,000 or both.	Imprisonment for not more than 20 years nor less than five years and a fine of not less than \$5,000 plus costs of investigation & prosecution.
Distribution of drugs to a person under 21 years of age.	Double the Federal penalty for distribution of drugs.	Triple the Federal penalty for distribution of drugs.

*The Federal penalties quoted in these charts are based on language contained in the applicable Federal statutes creating criminal offenses regarding controlled substances and are subject to change at any time by Congress and the President. There are additional factors in the Federal sentencing guidelines, including various enhancement provisions for prior offenses. Title 21 U.S.C. Section 860 provides that the Federal statutory penalties double (and in some cases triple) when a controlled substance is distributed (or even possessed with intent to distribute) within 1000 feet of a school or a public university.*

## PENALTIES UNDER TEXAS LAW

<u>Offense</u>	<u>MINIMUM PUNISHMENT</u>	<u>MAXIMUM PUNISHMENT</u>
Manufacture or delivery of Controlled substances (drugs)	Confinement in jail for a term of not more than two years or less than 180 days, and a fine not to exceed \$10,000	Imprisonment for life or for a term of not more than 99 years nor less than fifteen years, and a fine not to exceed \$250,000
Possession of controlled substances (drugs)	Confinement in jail for a term of not more than two years or less than 180 days, and a fine not to exceed \$10,000	Imprisonment for life or for a term of not more than 99 years nor less than fifteen years, and a fine not to exceed \$250,000
Delivery of marijuana	Confinement in jail for a term of not more than 180 days, a fine not to exceed \$2,000 or both	Imprisonment for life or for a term of not more than 99 nor less than ten years and a fine not to exceed \$100,000
Possession of marijuana	Confinement in jail for a term of not more than 180 days, a fine not to exceed \$2,000 or both	Confinement in TDC for life or for a term of not more than 99 years nor less than five years, and a fine not to exceed \$50,000
Driving while intoxicated (includes intoxication from alcohol, drugs, or both)	Confinement in jail for a term of not more than 180 days nor less than 72 hours, and a fine of not more than \$2,000	Imprisonment for a term of not more than ten years nor less than two years, and a fine not to exceed \$10,000
Public intoxication	A fine not to exceed \$500	Varies with age and number of offenses
Purchase of alcohol by a minor (less than 21 years of age)	A fine not to exceed \$500	Varies with age and number of offenses
Consumption or possession of alcohol by a minor (less than 21 years of age)	A fine not to exceed \$500	Varies with age and number of offenses
Purchase for or furnishing of alcohol to a minor	A fine not to exceed \$4000 or confinement in jail for a term not to exceed one year or both	A fine not to exceed \$4000 or confinement in jail for a term not to exceed one year or both

*Penalties shown above are based on language contained in applicable Texas statutes and are subject to change at any time by the Legislature and the Governor.*

**FF. Drug and Alcohol Abuse Prevention Programs**

TBC maintains a drug and alcohol prevention program, which includes distribution of informational pamphlets at all campuses and outside educators who visit the campuses at least twice a year and make our students and employees aware of the dangers associated with drug and alcohol abuse. Students view an alcohol and drug prevention video at orientation as well as when a student or employee returns from suspension due to violation of TBC's Drug and Alcohol Prevention Policy.

TBC does not provide counseling, treatment, or rehabilitation services for persons suffering from drug and/or alcohol abuse. However, the following phone numbers are being provided to assist any member of the TBC community who may have a drug or alcohol problem.

- Al-Anon.....1-888-425-2666
- American Council on Alcoholism.....1-800-527-5344
- National Institute on Drug Abuse Hotline.....1-800-662-4357
- The Council on Alcohol and Drugs (Houston).....855-942-4100  
[www.councilonrecovery.org](http://www.councilonrecovery.org)
  
- The Council on Alcohol and Drug Abuse (Dallas)....214-522-8600  
[www.dallascouncil.org](http://www.dallascouncil.org)
  
- Homeward Bound, Inc. (Dallas).....214-941-3500
- Texas Suicide & Crisis Hotline  
Houston.....713-970-7000  
Dallas.....214-828-1000

These various agencies can provide guidance and assistance in identifying a counseling, treatment, or rehabilitation program that meets an individual's needs.

While TBC does not condone the abuse of alcohol, abuse of prescription drugs, and/or use of illegal drugs, TBC does recognize that addiction to drugs and/or alcohol can be treated. If an employee or student recognizes a personal addiction or abuse problem and seeks assistance from management in advance of detection, TBC will assist the employee or student in seeking treatment. Student Services Representatives at 713-953-0262, ext. 1436 [Houston] and ext. 1106 [Dallas] are available to TBC students to provide them with referrals for education and other support services for alcohol and drug issues. Likewise, TBC employees can contact the Corporate Office for TBC at 713-953-0262, ext. 1407 for assistance with referrals. In addition, TBC employees can utilize the services of the ADP Employee Assistance Program. The confidential nature of the employee's counseling and rehabilitation for drug and/or alcohol abuse will be preserved.

All Title IV-eligible institutions must review their drug and alcohol prevention program once every two years to determine its effectiveness and to ensure that its sanctions are being enforced. As a part of this biennial review, the school must determine the following:

- The number of drug and alcohol-related violations and fatalities that occur on a school's campus or as a part of any of the school's activities and that are reported to campus officials; and
- The number and type of sanctions that are imposed by the school as a result of drug and alcohol-related violations and fatalities on the school's campus or as part of any of the school's activities.

TBC makes available upon request the results of its biennial review as well as the data and methods supporting its conclusions. This information can be obtained through the Student Services Department.

## **GG. Health Risks Associated with the Use of Illicit Drugs and Alcohol**

Outlined below is a listing of drugs of abuse and their health risks taken from the U.S. Drug Enforcement Administration website. A more complete and detailed accounting may be found at their website at <http://www.dea.gov/druginfo/factsheets.shtml>. With any drug, prolonged use can lead to health issues as well as long-term dependency.

### **Alcohol**

Low doses significantly impair the judgment and coordination needed to operate vehicles. Small amounts can also lower inhibitions. Moderate to high doses cause marked impairments in higher mental functions, loss of memory, and the ability to learn and remember information. High doses cause respiratory depression and death. Long-term consumption, particularly when combined with poor nutrition, can also lead to dependence and permanent damage to vital organs such as the brain and liver. If combined with other depressants of the central nervous system, much lower doses of alcohol will produce the effects just described. Mothers who drink alcohol during pregnancy may give birth to infants with fetal alcohol syndrome. These infants have irreversible physical abnormalities and mental retardation.

### **Cannabis**

(Marijuana, Hashish, Hashish Oil, Tetrahydrocannabinol)  
Physical effects of cannabis include increased heart rate, bloodshot eyes, dry mouth and throat, and increased appetite. Use of cannabis may impair or reduce short-term memory and comprehension, alter sense of time, reduce ability to perform tasks requiring concentration and coordination, and impair driving ability. Motivation and cognition may be altered, making the acquisition of new information difficult. Drugs such as marijuana, hashish, and THC can also produce paranoia and psychosis. Long-term use may result in possible lung damage, reduced sperm count and sperm motility, and may affect ovulation cycles. Cannabis can also be psychologically addictive.

### **Inhalants**

(Nitrous Oxide, Amyl Nitrite, Butyl Nitrite, Chlorohydrocarbons, Hydrocarbons)  
Immediate effects of inhalants include nausea, sneezing, coughing, nosebleeds, fatigue, lack of coordination, and loss of appetite. Solvents and aerosol sprays also decrease the heart and respiratory rates and impair judgment. Amyl and butyl nitrite cause rapid pulse, headaches, and involuntary passing of urine and feces. Long-term use may result in hepatitis or brain damage. Deeply inhaling vapors, or using large amounts over a short time, may result in disorientation, violent behavior, unconsciousness, or death. High concentrations of inhalants can cause suffocation by displacing oxygen in lungs. Long-term use can cause weight loss, fatigue, electrolyte imbalance, muscle fatigue, and permanent damage to the nervous system.

### **Cocaine (Crack)**

Cocaine stimulates the central nervous system. Its immediate effects include dilated pupils and elevated blood pressure, heart rate, respiratory rate, and body temperature. Occasional use can cause nasal irritation; chronic use can ulcerate the mucous membrane of the nose. Crack or freebase rock is extremely addictive. Physical effects include dilated pupils, increased pulse rate, elevated blood pressure, insomnia, loss of appetite, tactile hallucinations, paranoia, and seizures. The use of cocaine can cause death by cardiac arrest or respiratory failure.

### **Stimulants**

(Amphetamines, Methamphetamines, Crank, Ice)  
Stimulants cause increased heart and respiratory rates, elevated blood pressure, dilated pupils, and decreased appetite. Users may experience sweating, headache, blurred vision, dizziness, sleeplessness, and anxiety. Extremely high doses can cause rapid or irregular heartbeat, tremors, loss of coordination, and physical collapse. Amphetamine injection creates a sudden increase in blood pressure that can result in stroke, very high fever, or heart failure. In addition to physical effects, feelings of restlessness, anxiety, and moodiness can result. Use of large amounts over a long period of time can cause amphetamine psychosis that includes hallucinations, delusions, and paranoia. The use of amphetamines can cause physical and psychological dependence.



### **Depressants**

(Barbituates, Methaqualone, Tranquilizers)

Small amounts can produce calmness and relaxed muscles, but somewhat larger doses can cause slurred speech, staggering gait, and altered perception. Large doses can cause respiratory depression, coma, and death. Combination of depressants and alcohol can multiply effects of the drugs, thereby multiplying risks. Babies born to mothers who abuse depressants during pregnancy may be physically dependent on the drugs and show withdrawal symptoms shortly after birth. Birth defects and behavioral problems may also result. The use of depressants can cause both physical and psychological dependence.

### **Hallucinogens**

(PCP, LSD, Mescaline, Peyote, Psilocybin)

Phencyclidine (PCP) interrupts the functions of the neocortex, the section of the brain that controls intellect and instinct. PCP blocks pain receptors, and users can have violent PCP episodes resulting in self-inflicted injuries. Lysergic acid diethylamide (LSD), mescaline, and psilocybin cause illusions and hallucinations. The physical effects may include dilated pupils, elevated body temperature, increased heart rate and blood pressure, loss of appetite, sleeplessness, and tremors.

### **Narcotics**

(Heroin, Methadone, Codeine, Morphine, Meperidine, Opium)

Narcotics initially produce a feeling of euphoria that often is followed by drowsiness, nausea, and vomiting. Users may experience constricted pupils, watery eyes and itching. Overdoses may produce respiratory depression, clammy skin, convulsions, coma and death. Addiction in pregnant women can lead to premature, stillborn, or addicted infants who experience severe withdrawal symptoms. Use of narcotics can cause physical and psychological dependence.

### **Designer Drugs**

(Analogues of Fenetyl, Analogues of Meperidine, MDMA, Ecstasy, Analogues of PCP)

Many "designer drugs" are related to amphetamines and depressants and have mild stimulant and depressant properties. Use can produce severe neurochemical damage to the brain. Narcotic analogues can cause symptoms such as those seen in Parkinson's disease: uncontrollable tremors, drooling, impaired speech, paralysis, and irreversible brain damage. Analogues of amphetamines and methamphetamines cause nausea, blurred vision, chills or sweating, and faintness. Psychological effects include anxiety, depression, and paranoia. Analogues of PCP cause illusions, hallucinations, and impaired perception.

### **Anabolic Steroids**

Steroid users subject themselves to more than 70 side effects, ranging in severity from acne to liver cancer, including psychological as well as physical reactions. The liver and cardio-vascular and reproductive systems are most seriously affected by use. In males, use can cause withered testicles, sterility, and impotence. In females, irreversible masculine traits can develop along with breast reduction and sterility. Psychological effects in both sexes include very aggressive behavior, known as "roid rage," and depression. While some side effects appear quickly, others, such as heart attacks and strokes, may not show up for years.

## **HH. Prohibition of Violence**

Violence includes:

- Threats of any kind;
- Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others;
- Any other behavior that suggests a propensity towards violence (including but not limited to belligerent speech, excessive arguing, swearing, sabotage, threats of sabotage of TBC property, or a demonstrated pattern of refusal to follow TBC policies and procedures);
- Defacing TBC property or causing physical damage to facilities; or

- Bringing weapons or firearms of any kind onto TBC premises or while engaging in TBC-related activities.

### **Weapons**

Weapons prohibited by TBC include (*without limitation*):

- Any form of weapon, including an ordinary object used as a weapon against another, or explosive;
- Clubs, sharp and/or pointed objects, explosive or incendiary devices, noxious, caustic or toxic chemicals;
- All firearms; and
- All illegal knives or knives with blades that are more than three (3) inches in length.

If a student is unsure whether an item is covered by this policy, please contact the Corporate Office. Students are responsible for making sure that an item they possess is not prohibited by this policy.

While TBC has a policy prohibiting weapons, nothing in this policy shall be construed as creating any duty or obligation on the part of TBC to take any actions beyond those required of a school by existing law.

### **Reporting**

If any student observes or becomes aware of any of the above-listed actions or behavior by an employee, student, client, independent contractor, or anyone else, he/she should notify the Corporate Office at 713-953-0262, ext. 1407 immediately. Further, students should notify the Corporate Office if any restraining order is in effect, or if any other potentially violent non-school-related situation exists that could result in violence.

### **Investigation**

All reports of violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, TBC will inform the reporting individual of the results of the investigation. To the extent possible, TBC will maintain the confidentiality of the reporting student and of the investigation, but may need to disclose results in appropriate circumstances, for example, in order to protect individual safety. TBC will not tolerate retaliation against any student who reports violence.

### **Corrective Action and Discipline**

If TBC determines that violence has occurred, TBC will take appropriate corrective action and will impose discipline on the offending student(s). The appropriate discipline will depend on the facts, but may include termination of enrollment. If the violent action is that of someone who is not a student or employee of TBC, TBC will endeavor to take corrective action to help prevent such behavior in the future.

## **II. Health and Safety Plan**

### **General**

An appropriate plan for assuring the health and safety of TBC students is made available to all students, including but not limited to an infectious disease plan. Students can request a copy of the *Health and Safety Plan and Emergency Procedures Manual* from the Student Services Department, their Campus Director, or the Corporate Office at 713-953-0262, ext. 1407. The School has an Emergency Response Team (“ERT”) that oversees the safety of the students, employees and guests. The ERT consists of the Director of Barbering, Campus Directors, Admissions Representatives, Student Services Representatives, the Financial Aid Manager, and the Executive Assistant. In the event of an emergency, the ERT will move into action. You will be notified by the ERT member at your location as to the evacuation plan for your area as well as the designated meeting area. Please follow the instructions of the ERT member immediately. Remain calm. Do not try to handle the situation yourself. For further details about emergency procedures at TBC, see the previous section on page 46 of this handbook entitled, “Emergency Response and Evacuation Procedures.”

### **Fire Emergency**

If fire is detected, alert a staff member. A member of the ERT will be notified by the staff member, and the proper authorities will be notified. Immediately vacate the building by following the ERT member on site, who will lead the evacuation according to the emergency evacuation route maps located near the exits.

### **Unruly/Violent Customer or Student**

In the event that a customer or student becomes overly irritable or violent, simply ask the person to leave the campus. Do not challenge or confront the wrongdoer. If he/she does not leave upon your second request, request the assistance of a staff member. Call 911 if deemed necessary.

### **Accident**

All accidents, injuries, illnesses, or health or safety-related incidents are to be immediately reported to a Campus Director or other ERT member, who will assist with addressing the issue at hand. If the condition is serious, please call 911 prior to notifying these individuals. Once all persons are safely taken care of, a TBC employee who was the primary eye witness to the incident or the first person on the scene will complete an Incident Report and submit it to his/her supervisor. Students should not take it upon themselves to offer medical treatment unless instructed to do so by the Director of Barbering or a Campus Director.

In the event that an accident occurs (e.g., broken glass, electrical hazard, chemical spill), move all persons away from the area and notify the nearest TBC employee. Proper help will be contacted.

### **Bodily Injury/Serious Illness**

If a student, staff member, or patron is injured on School premises, immediately contact the nearest staff member. A first aid kit is available near the cash register for minor injuries. For serious injuries or illnesses, call 911. Contact the nearest staff member no matter how minor the injury might be. The ERT member on site will be notified and take appropriate action.

### **Break-In**

If you see that the campus has been broken into, call the police department immediately. Keep all students and patrons away from the area, and do everything in your power to keep the crime scene exactly as you found it. Call the Corporate Office at 713-953-0262, ext. 1407 after the police have been notified.

### **Vaccinations**

Current state regulations do not require vaccinations for TBC students. Students will be notified of any changes to this policy. Any questions concerning vaccination policies should be addressed to the individuals in the Student Services Department.

### **JJ. Voter Registration**

Pursuant to the Higher Education Act, TBC must provide students with the opportunity to register to vote. Voter registration forms are available at every TBC campus. In addition, students may obtain an application to register to vote on the Texas Secretary of State's website at: <https://www.votetexas.gov/>

### **KK. Special Services to the Disabled**

All facilities and programs have been designed for the accommodation of all our employees, students, and patrons. We do realize, however, that all needs may not be met for those who are disabled, including without limitation, those with intellectual disabilities. If there is an unmet need that we can remedy, please contact the Campus Director at his or her respective campus during regular business hours to discuss measures to make our facilities and services more accessible for all people. If a prospective or current student has a disability requiring an academic adjustment, he or she should notify his/her Campus Director and/or the Director of Student Services. Upon receiving a request for an academic adjustment, TBC will require the prospect or student to provide documentation prepared by an appropriate professional, such as a medical doctor, psychologist, or other qualified diagnostician, which should include the following: (i) a diagnosis of the student's current disability; (ii) supporting information, such as the date of diagnosis, how the diagnosis was reached, and the credentials of the diagnosing professional; (iii) information on how the student's disability affects a major life activity; and (iv) information on how the disability affects the student's academic performance. TBC may request additional information if necessary to determine what is an

appropriate academic adjustment. Students are expected to engage in an interactive process with TBC to help determine the most appropriate and effective accommodation, including without limitation, suitable auxiliary aids. Accommodations will be determined on a case-by-case basis, based on the documentation, the student's history and specific functional limitations, and required technical skills/essential functions for the barber program.

Service animals are welcome in all TBC facilities. A "service animal" is defined any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability.

### **LL. Questions or Concerns**

If you have any questions or concerns about the information found in this handbook, please call the Corporate Office in Houston, Texas at 713-953-0262, ext. 1407.

### **MM. Enrollment Dates/Academic/Calendar/School Holidays**

New classes begin the second and fourth Tuesday of every month. Unless weather conditions make driving impossible, all campuses are open year round for instruction every week, Tuesday through Saturday, subject to the following designated holidays and break periods:

#### **Holidays**

Independence Day.....July 3, 2021

Thanksgiving.....November 25 and 26, 2021

New Year's Day.....January 1, 2022

#### **Break Period**

Winter Break .....December 24 – December 31, 2021

**Appendix A: Faculty Addendum**

<b>Name</b>	<b>Campus</b>	<b>Job Title</b>	<b>Licenses</b> From the Texas Department of Licensing & Regulation	<b>Last Academic School Attended</b>	<b>Occupational School</b>	<b>Years in Profession</b>
Reed, Anthony	Main	Director of Barbering/ Vice President	Barber Instructor and Class A Barber	West Orange-Stark High School	Jay's Barber Academy	18
Reed, Fred	Main	Campus Director	Barber Instructor and Class A Barber	West Orange-Stark High School	Texas Barber College	18
Henderson, Anthony	Main	Barber Instructor	Barber Instructor and Class A Barber	Houston Community College	Texas Barber College	25
Harper, Tiffany	Main	Barber Instructor	Barber Instructor and Class A Barber	Forest Brook High School	Jay's Barber College	18
Pendleton, Odell	Main	Barber Instructor	Barber Instructor and Class A Barber	Hempstead High School	Texas Barber College	16
Spencer, Marie	Main	Barber Instructor	Barber Instructor and Class A Barber, Cosmetology	Joseph A. Craig Senior High School	Jay's Barber College	3
Jones, Regina	1	Campus Director	Barber Instructor & Cosmetology Operator	Abilene Adult Education	I.T.S. Academy Dallas Barber & Stylist College	13
Givens- Matlock, Vivian	1	Barber Instructor	Barber Instructor & Class A Barber	Pulaski Technical College	New Tyler Barber College	35
Warren, Dana	1	Barber Instructor	Barber Instructor & Class A Barber	New Tyler Barber College	New Tyler Barber College	23
Peters, Laverne	1	Barber Instructor	Barber Instructor	PCI – Health Training Center	Healthy Hair	29
Heath, Ben	2	Barber Instructor	Barber Instructor	Texas Education Agency	Healthy Hair Academy	12
Johnson, Tamika	2	Barber Instructor	Barber Instructor & Class A Barber	McClellan High School	New Tyler Barber College	28
Seaton, Veronica	2	Barber Instructor	Barber Instructor and Class A Barber	The Fashion Institute of Design & Merchandising	Dallas Barber College	27
Tovar, Natalia	5	Campus Director	Barber Instructor and Class A Barber	Franklin Barber School	Franklin Barber School	20
Senegar, Janie	5	Barber Instructor	Barber Instructor and Class A Barber	James Madison High School	Texas Barber College	10
Howard, Winnie	5	Barber Instructor	Barber Instructor and Class A Barber	University of Houston- Downtown	Southeast Barber College	29
Guerra, Hector	5	Barber Instructor	Barber Instructor & Class A Barber	Texas Barber College	Texas Barber College	7

**Appendix B: Sample Leave of Absence (LOA) Request Form**

<b>LAST NAME</b>	<b>FIRST NAME</b>	<b>SOCIAL SECURITY NUMBER</b>
<b>CAMPUS (CHECK ONE)</b> <input type="checkbox"/> MAIN CAMPUS <input type="checkbox"/> BRANCH CAMPUS #1 <input type="checkbox"/> BRANCH CAMPUS #2 <input type="checkbox"/> BRANCH CAMPUS #5	<b>PROGRAM</b>	

**RELATIVE CONTACT INFORMATION**

<b>LAST NAME</b>	<b>FIRST NAME</b>	<b>PHONE NUMBER</b>
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**CLOSE FRIEND CONTACT INFORMATION**

<b>LAST NAME</b>	<b>FIRST NAME</b>	<b>PHONE NUMBER</b>
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Please check the box below that accurately states your reason for requesting an LOA. If the circumstances listed below do not explain your reason for requesting an LOA, please check "Other" and explain your reason on the lines provided below:

- Health Reasons (Personal)
- Health Reasons (Relative- caring for ill family member)
- Unexpected/Temporary Employment Issues
- Unexpected/Temporary Travel Needs
- Death/Disability of Family Member
- Other – Explanation Required:

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Do you have *any reason* to believe that the circumstance(s) identified above will prevent you from returning to Texas Barber College ("TBC") from an LOA and completing your program of study?

- No
- Yes – Explanation required on the lines provided below

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**Requested Leave of Absence\***

- Beginning Date (first day of approved LOA):    Tuesday, \_\_\_\_/\_\_\_\_/\_\_\_\_
- End Date (last day of approved LOA):            \_\_\_\_/\_\_\_\_/\_\_\_\_

\*Duration must be a minimum of five (5) consecutive school days.

**NOTICE\*\***

An LOA request must be approved by a TBC Student Services Representative. Unless while on an LOA, circumstances change, causing the student to decide to return to school early, the duration of an LOA must be at least five (5) consecutive school days. Approval of LOA requests is subject to the discretion of TBC. Students cannot assume that their LOA request has been approved unless they receive confirmation from a TBC Student Services representative. It is the responsibility of the student requesting the LOA to contact a Student Services representative to find out if his/her LOA request has been approved and to provide the contact information necessary to obtain confirmation of the same. (See request for contact information under "Contact Options" on Page 3 of this form.) All absences taken without official LOA approval will count against a student's attendance percentage. Students who fail to return by the end of their LOA are subject to termination from their program of study – see additional information below about consequences for failing to return from an LOA. Students may return early from an LOA, but they will be held to regular attendance requirements if they choose to do so.

Students seeking approval for an LOA must complete an LOA Request Form and submit it to a Student Services Representative or their Campus Director prior to the Beginning Date stated on page (1) of the form. Subject to written approval by an authorized Student Services Representative, LOAs will start only on the Tuesday identified as the Beginning Date on page one (1) of the LOA Request form. There are three (3) exceptions to this rule: (i) if an LOA request is submitted on a Tuesday with a Beginning Date that same day, the start date of the LOA, if approved, will be the next day (i.e, Wednesday); (ii) if, due to unforeseen circumstances, such as a medical emergency, which prevent the student from providing a written LOA request prior to the leave start date, the Director of Student Services approves a retroactive Beginning Date for an LOA; or (iii) if an unexpected event, such as the death of a relative, causes the student to have to begin his/her LOA on a day other than a Tuesday. In the event a student writes a Beginning Date on an LOA Request form that is not a Tuesday [and the request does not qualify for the above exceptions], the Beginning Date for the LOA will be the following Tuesday, and all absences between the LOA submission date and that following Tuesday will count against the student's attendance percentage.

A student who is granted an approved LOA retains his/her status as an enrolled student for Title IV loan repayment purposes. However, if a student fails to return from an LOA, TBC must report the student's change in enrollment status to the loan holder as of the withdrawal date, which is the student's last date of attendance. Thus, if a student does not return from an approved LOA, the grace period of his/her loans will have started on his/her last date of attendance, which could result in the student's grace period being totally exhausted by the time he/she is dropped from the program. If a student's grace period is exhausted and he/she is unable to begin repayment of a loan, the student may be able to apply for a deferment or forbearance of payment.

**Acknowledgement**

By signing my name below, I certify that I have read and understand the LOA policy set forth in the TBC Student Handbook and the above Notice. I further acknowledge that I have been given sufficient opportunity to ask questions about all policies and procedures relating to LOAs and LOA requests, and that those questions have been answered. I hereby request an approved LOA and agree to return to TBC on or before the first scheduled school day immediately following the End Date identified on page one (1) of this form.

\_\_\_\_\_  
Student's Signature

\_\_\_\_\_  
Date

\*\*For additional policies and procedures concerning TBC's Leave of Absence Policy, see the section entitled "Leave Of Absence (LOA) Policy" in the current *TBC Student Handbook and School Catalog*.

**Contact Options**

Please contact me via (check one and provide requested information)

- email at the following email address: \_\_\_\_\_
- text at the following number: \_\_\_\_\_
- regular mail at the following address: \_\_\_\_\_
- phone at the following phone number: \_\_\_\_\_

**Consent to Contact References**

As the End Date approaches, or in the event I have not returned to TBC from an LOA immediately after the End Date, by signing my name below, I hereby authorize TBC and its affiliates to contact any of the persons identified herein under "Relative Contact Information" and "Close Friend Contact Information" for the purpose of locating my whereabouts and expected date of return to TBC.

\_\_\_\_\_  
Student's Signature

\_\_\_\_\_  
Date

-----  
TBC OFFICE USE ONLY  
-----

This LOA request has been ( ) approved ( ) rejected.

\_\_\_\_\_  
Student Services Signature

\_\_\_\_\_  
Date

Student record updated to reflect the following:

Beginning Date (first day of approved LOA): \_\_\_\_\_

End Date (last day of approved LOA): \_\_\_\_\_

- Student has been notified of these dates and whether or not his/her LOA request has been approved.
- DD input
- Bursar email