

# STEWART

— school —

hair • skin • nails • massage

Student Catalog

do what you love

Stewart School  
604 N. West Avenue  
Sioux Falls, South Dakota 57104  
[www.stewartschool.edu](http://www.stewartschool.edu)  
605-336-2775  
800-537-2625

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*Stewart School reserves the right to update rules and policies at any time. A current version of this publication is available on our website or upon request.* For information about our programs, including federally required disclosures, go to [www.stewartschool.edu](http://www.stewartschool.edu) or ask our admissions department to mail/email information directly to you.

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### VI Student Right to Know

Available on our website and through our Admissions office.

#### [Student Right to Know](#)

### VII Campus Security and Safety Information

Available on our website and through our Admissions office.

#### [Annual Security Report](#)

### VIII Drug and Alcohol Policy

Available on our website and through our Admissions office.

#### [Drug and Alcohol Policy](#)

### I General Information

**Our Mission:**

Stewart School's mission is to provide the most comprehensive, hands-on education possible, graduating technically savvy and business minded professionals.

**The History of Stewart School:**

Stewart School in Sioux Falls, South Dakota opened in 1959. In 1997 Matthew Fiegen purchased the school and a new chapter began with new enthusiasm and a renewed focus on excellence. Mr. Fiegen is the son of Charles Fiegen, a 1962 graduate of Stewart School. We continue to update curriculum to keep up with changing demands of clients who receive services as well as salon owners who hire our graduates. Our goal is to give our graduates the tools they need to succeed in any type of salon environment.

**Licensing:**

The South Dakota Cosmetology Commission licenses Stewart School.

Stewart School is an approved South Dakota school that meets the SD requirements, however, the school either does not meet, or we are unaware of whether we meet, the license requirements of any other State. If you plan to work in any other state (including MN or IA), know that we are not approved in either state, and we recommend you determine the additional steps/training needed to become licensed.

**Accreditation:**

The Accrediting Commission of Career Schools and Colleges accredit Stewart School. (ACCSC)

**Facilities:**

Stewart School is located at 604 N. West Ave. Sioux Falls, SD in a park-like setting next to Covell Lake. We operate in a two-story building of 15,799 sq. feet. The main clinic floor is a two-story open clinic floor located on the south end of the building with the main entrance off Lake Avenue. The clinic floor features a mezzanine level that houses the Admissions office and the School Directors office. The classrooms are located on the north end, the student break room and lockers are centrally located in the building and the remaining offices are located on the north/west side.

**Learning Resource Systems (LRS) and Equipment:**

Stewart School uses professional educational materials, equipment, and supplies. All students are licensed to access Milady CIMA, an online educational resource that tracks individual performance, and includes a vast array of educational material, videos, quizzes, etc. Our Library is stocked with books, periodicals, and DVDs. Equipment used in our classrooms includes laptops, projectors, televisions, Apple TV, iPads, Chromebooks, DVD players and whiteboards. The student kit of equipment is complete with a Chromebook, the educational materials, tools, and supplies needed while attending Stewart School and become part of the student's professional equipment. Students are responsible for maintaining the full kit, texts and equipment required throughout the program. Items broken or lost must be replaced by the student and may be purchased through the school. Students are not required to purchase books/kit from school, but books must be current version and equipment of same quality level (to be determined by school).

Stewart School is an approved South Dakota school that meets the SD requirements, however, the school either does not meet, or we are unaware of whether we meet, the license requirements of any other State. If you plan to work in any other state (including MN or IA), we recommend you determine the additional steps/training needed to become licensed.

**II Admissions Requirements/Procedures****A prospective student must:**

- Participate in a campus visit and successfully complete a formal pre-admissions interview.

- Complete and submit, preferably no later than 60 days prior to class start, the Stewart School Enrollment Application with the required \$50.00 application fee.\*
- Submit a copy of high school diploma or official final high school transcript with graduation date, or GED Certificate with date of completion. \*\*
- Submit a copy of a State Issued Photo ID.
- After receiving acceptance notification, submit \$100.00 class deposit fee no later than 30 days prior to class start\*.

\*Application/Class Deposit Fee submitted after the deadline may be considered if class size allows and all other requirements are met. Applicants will have the opportunity to withdraw without penalty within three business days following orientation (first day of class). If requested, all monies paid by applicant will be refunded (within thirty days). Applicants are allowed a short trial period of enrollment (9 scheduled days for Cosmetology, 3 for Esthetics, Massage Therapy and 2 for Nail Technology) where they may withdraw with no tuition due (school retains the application fee, class deposit fee, and cost of any kit items used during the trial period). Trial period does not apply to transfer students. For more information, please see the Minimum Cancellation and Settlement Policy in our student handbook, which is on our website or available upon request.

\*\* Homeschool Diplomas/Transcript are not accepted unless they are certified by the State in which the applicant lives, with supporting documentation that the school can easily verify by web search or phone call to said State agency.

After the above is completed, Stewart School will send a formal notice of acceptance or rejection. Any applicant who is not accepted by the school is entitled to a refund of all money received by Stewart School.

The school reserves the right to confirm any information submitted or complete a background check on any applicant. We reserve the right to deny or terminate any student giving false information.

#### **Statement of Non-Discrimination:**

Stewart School does not discriminate based on race, color/ethnicity, age, gender, gender identity, marital status, sexual orientation, veteran status, place of origin, religious creed, and mental or physical disability.

#### **Trial Period:**

Stewart School offers our Cosmetology students a 9-Day Trial period (Esthetic and Massage Therapy 3 days and Nail Technology is 2 days). This allows the student to take part in classes, meet with teachers and get a feel for the environment here at Stewart School. If in that 9-Day period a student feels that this was a wrong choice for them, they can discontinue attending with no tuition penalties. The school retains only the \$100 Class Deposit Fee, the \$50 application fee, and books/kit items not returned in new condition. The 9-Day Trial also allows the school to evaluate the student. The areas that will be evaluated during the 9-Day Trial period are:

1. Skill: Basic training is very intense, with many new techniques learned daily. A student must demonstrate the technical skills necessary to be successful in school.
2. Testing: Students must commit to their education by spending time outside of school preparing for tests. Students must maintain a 75% theory average.
3. Attendance: Absences are unacceptable. Perfect attendance is required during the trial-period. If a student misses any time they may not be allowed to continue with their current class.
4. Attitude: Being in the classroom on time, focusing on the topic at hand is a priority. Students who are disruptive in class by talking out of turn, disturbing other students, using inappropriate language, being rude to other students or their instructional staff, use of cellular telephones in the classroom, and other items outlined in the student catalog, will be dismissed immediately.

If a student is asked to leave during the trial period for any of the above reasons, they will need to meet with our Admissions Representative to schedule a second interview and may restart in the next available class. The student will only be allowed to re-start one time. The school retains the same fees as noted above if the student does not return for any reason.

Stewart School prides itself on our quality education and long-standing reputation. For us to continue to graduate skilled professionals, we have found it best to allow this option for both school and student.

#### **Payment Options:**

Tuition is due one week prior to class start date. Stewart School has three payment options:

1. Financial Aid for those who qualify (**Cosmetology, Massage and Esthetics only**). Financial Aid does not cover the application fee (\$50) or the Class Deposit Fee (\$100), which is due at least one month prior to class start date. Financial aid may not cover total program cost.

2. Cash payment in full.
3. Time Pay is available for all programs only. Time Pay Option for Cosmetology, Esthetics and Massage Therapy is: 50% of total program cost (down payment) is due one week prior to class start date, followed by two payments of 25% of total program cost due at the one-quarter and half-way points in the program scheduled hours. Total program cost may be paid at any time before due. Students may use a combination of payment methods, to be arranged with our Financial Aid Office. Time Pay Option for Nail Technology is: 50% of total program cost (down payment) is due one week prior to class start date, followed by remaining balance due before half-way point in the program scheduled hours. *\*The school may make accommodations/alterations to this framework based on written request. However, request must include a specific plan, and balance must be paid in full 100 hours before graduation for short courses and within one year of start date for Cosmetology program students. If not, student will be discontinued immediately and may re-start when balance is paid in full.*

#### **Office of Student Accounts:**

Student tuition accounts are handled by the Financial Aid Office at 800-728-7222 (P.O. Box 873, Dubuque, IA 52004-0873) and transcript processing is handled by the Academic Director at (605) 336-2775 ext. 4 or (800) 537-2625.

#### **Transfer Student:**

To earn a Stewart School Diploma, in addition to meeting admissions requirements, a transfer student must complete a minimum of 1580 hours for Cosmetology, 600 hours for Esthetics, 600 hours for Massage Therapy, or 400 hours for Nail Technology and pass the Final Written, Final Laws and Final Practical exams, as well as meet all other requirements for graduation from Stewart School, including meeting satisfactory progress at each evaluation period, and having a zero-account balance.

Individuals who need less than 1580 hours for Cosmetology, 600 hours for Esthetics, 600 hours for Massage Therapy, or 400 for Nail Technology will receive a certificate of completion after meeting the admissions requirements, completing hours and coursework, maintaining satisfactory progress, and meeting all other requirements of Stewart School. Students who wish to transfer hours into Stewart School must provide an official transcript of completed training, hours, and grades of 75% or higher in each subject. The South Dakota Cosmetology Commission determines the number of hours that will transfer from another out of state school. Students transferring into Stewart School from another school within South Dakota will receive credit for all hours earned in all subjects if they demonstrate they were within Satisfactory Progress (grades > 75%) at previous school. Transfer students will generally start on the next available Freshman course start date. A transfer student who is already licensed in another state must complete the reciprocity application with the South Dakota Cosmetology Commission prior to starting school. Transfer students must complete a minimum of 25% of the required hours for the State of South Dakota.

Satisfactory Academic Progress (SAP): Stewart School will consider accepted transfer hours as both attempted and completed (100% attendance) and will exclude consideration of grades at previous school for SAP purposes. Transfer students will start fresh and will be evaluated based only on attendance % and grades for time attending Stewart School. SAP evaluation periods for transfer students will be based on actual contracted hours at the school, and time between evaluations will not exceed standard length (i.e. if student transfer into Cosmetology with 900 hours, they will have two evaluations at, or about, 1240 and 1580 hours.)

Transfer students for Cosmetology, Esthetics and Nail Technology are charged a \$50.00 application/transfer fee and a rate of \$10.00 per hour for Cosmetology, \$9.00 per hour needed Nail Technology, \$12.00 per hour needed for Esthetics and \$13.00 per hour needed for Massage Therapy (not to exceed total program cost) to reach total hours required by the State Boards. Transfer students are required to have current textbooks and all equipment needed to participate in theory and practical training. Transfer students are not required to purchase books/kit items from school, but books must be current version and equipment of same quality level (to be determined by school).

#### **Felony/Alcohol or Drug Related Misdemeanor/Registered Sex Offender:**

Stewart School asks for full disclosure of any prior misdemeanor (other than minor traffic violations) or felony convictions on the enrollment application. To become licensed in the State of South Dakota the applicant must disclose the date(s) and full particulars of the conviction. This information, including sex offender status, is kept in student confidential file. Felons may not be allowed to become licensed in SD or other states. Please contact the SD Cosmetology Commission and/or South Dakota Board of Massage Therapy for more information. Stewart School retains the right to perform background check on all applicants. For a listing of registered SD sex offenders, please go to <http://sor.sd.gov>.

#### **III Program of Study**

*We review all programs annually to ensure that we are providing the most current and relevant information for our students. We review all program curriculum continuously through our Program Advisory Committee and Institutional Assessment and Improvement Plan. Our goal is to consistently provide current and relevant information to our students.*

#### **Cosmetology**

1580-hour program/54 weeks

**Objectives:**

The Cosmetology program includes basic introduction to theory and practice of Cosmetology, public relations, communications, business management and Cosmetology law. This program prepares graduates for entry-level occupations as Salon Stylists, Make-up Technician, Manicurists, Pedicurists, Hair Consultant, Product or Sales Representative. The program is directed toward developing desirable characteristics with respect to client service, encouraging self-reliance and developing an ethical approach to serving the Cosmetology needs of the public.

**Curriculum:**

Freshman Course 280 Clock Hours  
Haircutting, Permanent Waving, Hair-Color, Classic Design, Contemporary Design, Manicuring, Pedicuring, Artificial Nails, Esthetics, Clientele Development, Bacteriology, Infection Control Practices, Safety, Hygiene and Grooming, Professional Ethics, and State Laws and Rules

Theory Course 330 Clock Hours  
Haircutting, Hair Design, Permanent Waving, Hair-Color, Chemical Relaxing, Chemical Reformation, Thermal Styling, Manicuring, Pedicuring, Artificial Nails, Nail Drill, Esthetics, Human Anatomy and Physiology, Chemistry, Electricity, Public Relations, Business/Salon Management, Ethnic Hair, Hair Extensions, and Client Communications, Microdermabrasion, Motivation

Supervised Practical Instruction/Clinic Course 970 Clock Hours  
Includes all applied practical and clinical instruction of Cosmetology Arts and Sciences.

**Program Format:**

Term I  
Phase One Training 450 Hours

Introduction to Cosmetology  
Term II  
Skill Development 450 Hours

Skill and Service Orientation  
Term III  
Speed and Skill Refinement 340 Hours

Client Experience  
Term IV  
Career Preparation 340 Hours  
Client Development

**Program Schedule:**

In the Freshman Course, students attend classes:

- Monday through Thursday 8:30 am to 4:00 pm

Advanced Training and Clinical/Lab hours will be determined by the administrative staff and will include one on, two off Saturday rotation and one evening per week. The clinic/lab assignments are alternated with classroom lectures, demonstrations, and practical applications throughout the second, third, and fourth terms. Due to the nature of this industry, Saturday and one evening attendance is mandatory (Saturday's optional for those who qualify as Cosmetology Elite Students).

<b>Tuition:</b>	Tuition	\$13,200.00
	Books/Equipment	\$1979.34 (\$100 Class Deposit Fee due 30 days before start date.)
	Sales Tax	<u>\$128.66</u>
	<b>Total Program</b>	<b>\$15,308.00 (Valid through 06/30/2022)</b>

**Esthetics**

600-hour program/22 weeks

**Objectives:**

The Esthetics course is designed to train students in all aspects of skincare and make-up. Stewart School instruction consists of classroom training and practical experience in a clinical setting. The Esthetics course prepares students for entry-level occupations such as Skincare Specialist, Make-up Consultant, Esthetician, Salon or Spa Employee or Owner, Manufacturer Representative, or Product Sales Consultant. The nature of this field is to serve the skin care and make-up needs of the public.

**Curriculum:**

Freshman Course 112 Clock Hours

Histology of the skin, Esthetic Procedures, Skin Analysis, Client Consultations, Client Preparation and Draping, Skin Cleansing, Theory of Massage, Facial Treatments, Introduction to machines and Apparatus for Professional Skin Care, Infection Control Practices, Safety, Hygiene and Grooming, State and Federal Laws and Rules, Hair Removal, Basic Makeup Techniques. Consultations and Business Building Skills

Advanced Course [includes Demonstration and Lecture] 56 Clock Hours

History of Skin Care, Human Anatomy and Physiology, Bacteriology, Infection Control, Basic Chemistry, Basic Electricity, Professional Ethics, Public Relations, Esthetic Procedures, Dermatology, Ingredient and Product Analysis, Nutrition and Health of Skin, Skin Analysis, Professional massage, Mask Therapy, Facial and Body Treatments, machines and Apparatus for Professional Skin Care, Removal of Unwanted Hair, Enemies of the Skin, Aging Skin, Cosmetic procedure, Aromatherapy, makeup, Color Theory, Business Management and Sales, Artificial Lashes, Microdermabrasion, Motivation

Applied Practice Instruction 432 Clock Hours

Clinic/Lab and applied practical instruction of Esthetics and Skin Care

**Program Format:**

Term I 300 Clock Hours

Theory, Demonstrations, Practical Classroom, and Introductory Clinical Application

Term II 300 Clock Hours

Advanced Skin Treatments, Practical Application and Supervised Clinic/Lab

**Program Schedule:**

Esthetics Freshman Training Hours:

- Tuesday through Friday 8:30 am to 4:00 pm

Advanced Training and Clinical/Lab hours will be determined by the administrative staff and will include Saturdays and one evening per week.

**Tuition:**

Tuition	\$6650.00
Books/Equipment	\$1656.34 (\$100 Class Deposit Fee due 30 days before start date.)
Sales Tax	<u>\$107.66 tax</u>

**Total Program \$8414.00 (Valid through 06/30/2022)**

**Nail Technology**

400-hour program/14 weeks

**Objectives:**

The Nail Technology program is designed to train students in aspects of hand and foot care and appearance (manicuring, pedicuring, and professional nail application). Stewart School instruction consists of classroom training and practical experience in a clinical setting. This program prepares graduates for entry level occupations such as Nail Technologist, Manufacturer's Representative, Sales Consultant, Nail Salon Owner or Pedicurist. The nature of this field is to serve the manicuring, pedicuring and artificial nail needs of the public.

**Curriculum:**

<u>Freshman Course</u>	<u>60 Clock Hours</u>
Human Anatomy and Physiology, Bacteriology, Infection Control Practices, Basic Chemistry, Matter, Basic Electricity, Safety, Hygiene and Grooming, Professional Ethics, Public Relations, State and Federal Laws and Administrative Rules	
<u>Advanced Course [includes Demonstration and Lecture]</u>	<u>42 Clock Hours</u>
Manicuring, Pedicuring, Nail Disorders and Diseases, Nail Enhancements, Sculptured nails, Wraps, Fiberglass, Gels, Repairs and Fills, Nail Drill, Superfluous Hair Removal, Massage, Business/Salon Management, Public Relations, Client Communications and Sales	
<u>Applied Practical Instruction</u>	<u>298 Clock Hours</u>
Clinic/Lab and applied practical instruction of Nail Technology	

**Program Format:**

<u>Term I</u>	<u>200 Clock Hours</u>
Theory of Nail Technology I, Natural Nail Care, Nail Enhancements, Communication, and Nail Business Skills.	
<u>Term II</u>	<u>200 Clock Hours</u>
Theory of Nail Technology II, Advanced Nail Enhancements, Communication, Applied Practical Instruction and Supervised Clinic/Lab.	

**Program Schedule:**

Nail Technology Freshman Training hours:

- Tuesday through Friday 8:30 am to 4:30 pm

Advanced Training and Clinical/Lab hours will be determined by the administrative staff and will include Saturday and one evening per week.

**Tuition:**

Tuition	\$3,200.00
Book/Equipment	\$756.81 (\$100 Class Deposit Fee due 30 days before start date.)
Sales Tax	<u>\$49.19</u>

**Total Program \$4,006.00 (Valid through 06/30/2023)**

*Financial Aid is not available for this program.*

**Massage Therapy**

600-hour program/23 weeks

**Objectives:**

The Massage Therapy program is designed to train the student in all aspects of Swedish and Deep Tissue Massage. Students will be required to learn massage strokes, understand the various body systems and how to palpate muscles to perform the art of massage. The Massage Therapy field offers entry level employment opportunities in health care facilities, chiropractic offices, physical fitness spas and cosmetology salons, as well as providing the entrepreneur the opportunity to open and operate a massage therapy clinic. The nature of this course is to serve the health, relaxation and wellness needs of the public.

**Curriculum:**

Human Anatomy and Physiology: A study of the body's eleven systems and their functions.



Pathology: A study of the diseases of the human body and their indications or contraindications to massage.

Kinesiology: The study of "human movement". A deep understanding of how muscles function in the human body is critical to the clinical reasoning and client assessment process as well as the application of massage and bodywork techniques.

Theory of Massage Therapy: This course encompasses the theoretical aspects of the massage therapy profession. It includes the history of massage, health, hygiene and sanitary practices, scope of practices issues, laws, ethics, endangerment sites, as well as the indications and contraindications of massage.

Massage/Bodywork Practice and Assessment: Practical hands-on classes of Swedish Massage, Massage manipulations and palpations, client consultation, draping, body mechanics, and contraindications of massage and detailed in classes in Term I. The second term provides a comprehensive overview of Deep Tissue Massage, Thai Massage, and a research project.

**Program Format:**

Term I 300 Clock Hours

Anatomy & Physiology, Pathology, Theory of Massage, Fundamentals of Massage, Massage Therapy II/Adjunct Therapies.

Term II 300 Clock Hours

Anatomy & Physiology, Pathology, Massage Therapy II/Adjunct Therapies, Business of Massage, Clinic/Lab Assignment.

**Program Schedule:**

Massage Therapy Freshman Training hours:

- Monday - Thursday 8:30 am to 4:30 pm

Advanced Training and Clinical/Lab hours will be determined by the administrative staff and will include Saturday and one evening per week.

**Tuition:**

Tuition	\$7438.00
Book/Equipment	\$916.43(\$100 Class Deposit Fee due 30 days before start date.)
Sales Tax	<u>\$59.57</u>
<b>Total Program \$8414.00 (Valid through 06/30/2022)</b>	

**Class Start Times:**

Stewart School starts Cosmetology five times a year; usually in the months of February, April, July, September, and December. Esthetics, Massage Therapy and Nail Technology are offered two times a year. Classes may be cancelled or delayed if less than six students are enrolled.

**Stewart School Hours of operation:**

Student schedules vary based on start date. Students are scheduled to attend an average of 32.5 hours a week unless arranged otherwise with administrative staff.

Monday	9:00 am – 3:00 pm
Tuesday	8:30 am – 8:00 pm
Wednesday	8:30 am – 4:30 pm
Thursday	8:30 am – 8:00 pm
Friday	8:30 am – 4:30 pm

Saturday 8:00 am – 2:00 pm

**Holiday Schedule:**

The school is closed on the following holidays:

- New Year Day
- Easter
- Memorial Day
- 4<sup>th</sup> of July
- Labor Day
- Thanksgiving
- Christmas

Stewart School will offer closed days off determined by the administrative staff for the 4<sup>th</sup> of July Holiday and the Christmas Holiday. These dates are available through our Admissions Office upon request and are given to students during orientation.

**Weather Closings:**

Students will be contact directly though Prestige as well as notices being posted on the schools Social Media pages. Notice of school closings due to snow or natural disasters will be aired on local radio stations and/or television stations in the city of Sioux Falls, South Dakota. Our voicemail system will also reflect if our school is closed due to weather.

**IV Administrative Policies**

**Class Size:**

To ensure that the individual needs of the student are met the maximum number of students allowed in a Freshman course is 40. Maximum enrollment at any time is 150. Nail Technology, Esthetics and Massage Therapy have a maximum class size of twelve students. The minimum clinical ratio for Nail Technology, Esthetics and Cosmetology, as per the South Dakota Cosmetology Commission, is one instructor per 15 students.

**Grading Procedure:**

Written Grades:

To maintain Satisfactory Progress (necessary to remain enrolled and qualify for financial aid) the student must attain at least a 75% written average by the end of each evaluation period. Students must pass their written evaluations with a minimum of a 75% to include their Senior Written exams.

Practical/Technical Grading Criteria:

Students are graded in each skill area four different times while enrolled. Specific tasks are performed and assigned a point value based on demonstrated skill and outcome. Total possible combined score is 100 points. 75 points is the minimum to maintain satisfactory progress. Students must pass their practical exams with a minimum of 75 points and 75 points on their Senior Practical exam.

#### Grading Scale/Grade Point Averages (GPA)

- 94% - 100% Superior (A)
- 87% - 93 % Above Average (B)
- 80% - 86% Average (C)
- 75% - 79% Below Average(D)
- 74% > Failing (F)

If a student falls below a 75% overall academic written and/or practical average, they are in violation of our Student Code of Conduct and will meet with the Academic Director for a plan of action. If the overall grade average is not improved through the plan of action by the SAP evaluation the student may be terminated.

#### **Attendance Policy:**

All students must attend regularly scheduled classes. All absences need to be requested by student directly and authorized by a school staff official. If success is to be achieved, self-discipline in work habits is necessary. **A student may be terminated if their attendance falls below 80%. A student may lose their station on the clinic classroom if their attendance is below 85% (Code of Conduct) during their Senior level.**

- *Freshman Training*

Freshman Students are **not allowed to miss more than 20 hours during the those first ten weeks of school**. If the student misses more than 20 hours, they may be terminated and may be allowed to restart with our next basics. (Esthetic & Massage Therapy students cannot miss more than ten hours in first four weeks and Nail Technology students cannot miss more than four hours in the first two weeks, while in Freshman training.)

- *Sophomore Training*

Sophomore Students **are not allowed to miss more than 20 clinical hours during their sophomore training**. If the student misses more than 20 hours, they will be placed on in-school suspension for the hours missed over 20. Once completed the student will then transition to the Junior level.

- *Texting/Calling in Absences*

The student must notify the school **before their scheduled starting time** by texting (605) 370-6959 or calling (605) 336-2775 ext. 0 and speaking with a school official. Phonelines open at 8:00 am (8:30 am on Monday and 7:30 am Saturday).

A student may text the school if they are going to be late for day or be absent on a specific day. The text must state the students FULL NAME, TIME OF ARRIVAL and REASON for absence. If a student is already clocked in and needs to leave early, they must go to the front desk to alert the staff that they need to leave if it is within ONE HOUR of early out from school.

**Messages are only to be left on the voicemail in an emergency.** The student is expected to make a follow-up phone call to the School Director the same day of the absence. *Students who call the front desk and leave a voicemail to be absent before 8:00 am will be issued an attendance violation unless it was for a medical emergency.*

If a student can demonstrate that they attempted to contact the school at least two times with no answer and left a voice mail at either the Front Desk (ext. 100) or the School Director (ext. 3) extension, they will not be issued an Attendance Violation. If the student does not attempt to follow-up within the next day of attendance the AV will be issued.

- *Saturday Absences*

Saturday attendance is optional for Junior/Senior Cosmetology students with over 1000 hours earned may switch to Monday rotation, based on availability. Elite Students (pass an Elite Skill Exam) or students that are on an approved schedule modification would have Saturday schedule optional. Students who miss Saturdays will earn an attendance violation (unless on an approved leave of absence). *Attendance Violations on Saturdays are permanent violations and cannot be removed with ten consecutive days of perfect attendance or two hours of community service.*

- *Lecture/Skill Class (Advance Class)*

Students are not allowed to miss lecture/skill classes. Students who are late will not receive training hours until they can enter class at break. To avoid termination from the program, a student shall not be allowed to miss more than 20% of their scheduled

advance class hours. This will be checked, minimally, at every SAP checkpoint. This does not apply to any student on an approved leave. Any student who is terminated for this reason will be allowed to restart after a period of six months.

- *Behavioral Issues*

Students who refuse a practical assignment (client or mannequin work), are not productive during clocked in hours, do not follow directions of their Coach, ignore pages to the front desk, are demonstrating disrespectful behavior and/or are not where they are scheduled to be, will be sent home for the day, and will earn an Attendance Violation.

- *Time Clock*

Students will clock-in using their fingerprint and/or their student number. If a student does not clock in/out they will only earn time based on their documented appointments in Salon Iris or class attendance documentation.

Students will have their fingerprint set up in the Attendance Timeclock. The fingerprint is used solely to verify the student and is not shared beyond the time clock.

### ***Attendance Violation***

An Attendance Violation (AV) is assessed for the following (this list is not limited to and can be added to at any time):

- Not calling into the school to speak with a staff member before their designated time.
- Leaving school before the designated leave time.
- Behavioral issues resulting in being sent home.
- Being paged three times for a guest and not checking in.
- Refusing a guest.
- Failing to clock in and/or out consistently.
- Being unexcused.
- Missing a Test, Evaluation, Guest Speaker or School Event.
- Missing a scheduled Saturday.
- Missing more than two late night schedule the day of.
- Texting absence, after clocked in, within one of leave time.

Students will only be allowed to **earn six Attendance Violations** while enrolled, the seventh will be a termination from school. A student may be able to eliminate an attendance violation by participating in a school sponsor charity event.

- *Requesting Time Off*

The school requests that students have holiday time off scheduled/requested as early as possible prior to the holiday. The school reserves the right to require a reasonable lead-time for requests off. The school retains the right to make attendance mandatory for all school events, competitions, guest speakers and assemblies. Failure to attend may result in an Attendance Violation. Students are asked to have their late-night request for time off excused before the day of, failure to do so more than twice will result in an Attendance Violation.

- *Missing Student Notification and Procedure*

**Student must call in all absences prior to starting time for each absence.** If a student does not report an absence Stewart School will attempt to contact the student that day. Additionally, Stewart School requires each student to sign a release for an emergency contact in the event a student is unable to be reached.

**A student who is absent for 14 consecutive calendar days will be terminated on day 15. Students may not leave a voicemail and must speak to a staff member (unless an emergency occurs).** A voicemail will not prevent an unexcused absence resulting in an Attendance Violation. **Unexcused Absences are not acceptable!**

- *Schedule Modification*

A student must be in good standing with the school to modify their schedule. That means having an 90% attendance or better and no more than three attendance violations. A student requesting a decrease of their scheduled hours must provide medical documentation or documentation of extenuating circumstances. Student hours earned in a single day should never be more than their scheduled hours.

### **Re-Take & Make up Exams:**

Re-take/makeup exams will be administered on students scheduled class day the week following initial exam date. Re-take exams are only allowed for students who fail the initial exam. 10% score reduction will be applied to re-takes. The retake test must be done within **one week after the initial exam was given**. If a student is absent on the day the initial exam is given, they will receive a zero and it will their responsibility to plan with the Academic Director to take the exam on the re-take day. If a student misses the

exam for circumstances out of their control, they may file an appeal. Freshman, Sophomore, Junior, and Senior final written and Senior law exam re-takes must be arranged with the Academic Director. **Student may be terminated if they cannot pass their Freshman, Sophomore, Junior, or Senior exam after three attempts.** A student may appeal the termination in writing. If appeal is granted to take exam a fourth time, there will be a fee of \$80.00. This amount may be waived if student chooses to perform and present proof of four hours approved community service. If the fourth attempt is a failure the student will be terminated.

#### **Missed & Make Up Assignments:**

Students who miss class are required to complete the assigned task sheet to graduate.

#### **Leave of Absence (LOA)**

A LOA may be taken for medical, family emergency, mental/personal health needs, or other serious circumstances as determined by the School Director. The leave will be at least 14 calendar days and up to 60 days. Circumstances that would require more than the allotted amount of leave will be at the discretion of the School Director but cannot exceed 180 calendar days within any 12-month period. Student needs to request the LOA in writing, stating the start and end date and allowed reason for need. **Documentation is required for all student requested leaves**, i.e., Doctors Notes, Funeral Announcements, Eviction Notices etc. Leaves are not counted against the student for the required completion time. All LOAs must be approved prior to the leave. If a leave needs to be extended the student must contact the school prior to scheduled return date. Medical documentation to extend the leave may be required. If a student fails to return from a LOA on their scheduled day of return, they will be expelled the next day. If a student is absent for 14 consecutive days without notifying the school, the student will be terminated from school. Withdrawal date to be determined as the last date student physically attended based on school's daily attendance records. Student must surrender their kit at time of taking a leave to be held as collateral if any balance is owed. **If student fails to return from LOA** and are terminated from school, any balance due must be paid within thirty days, and the balance may be assigned to a professional collections agency, which may result in additional collection fees.

#### **Medical Documentation:**

All Medical Leaves must be recommended by the student's physician and include the time frame the student will be absent. If the student is not able to return to scheduled classes by designated return date that was indicated by the physician, the student must provide a follow-up note from the physician stating why they cannot return along with a new return date.

**Medical notes will not be accepted to eliminate an Attendance Violation unless it was an emergency.** Students are only required to bring medical documentation when requesting a medical leave of absence or if requested by the school for validation of a medical emergency.

#### **Timeclock:**

Students are required to report accurate time by clocking in and out daily. Students are not required to clock out for lunch, unless the student leaves the premises or takes longer than the allotted time. It is the responsibility of the student to make sure that their time is accurate. No adjustments will be made after time is calculated monthly. Students that fail to clock in or out habitually will be dealt with on an individual basis and may forfeit hours that are unable to confirm. Due to the nature of our industry, lunch breaks may, on occasion, need to be taken in segments. Morning and afternoon breaks are at the discretion of the instructor. Any student who is caught off premises and not clocked out will be terminated.

#### **Books/Equipment Kit/Professional Products/Right to Search:**

The kit contains the instruments and textbooks necessary for the satisfactory completion of the program. Part of our program materials are online requiring students to use a device (Chromebook or iPad). Students are not required to purchase books/kit/device from school, but books must be current version and equipment of same quality level (to be determined by school). The kit is to remain in the school for classroom and clinic use. Students who come to class without the needed kit items will be sent home for the remainder of the day. The student must replace items if broken or lost. Items being taken out of the building in sacks, kits or bags is subject to search by a school staff member. The use of another student's equipment without permission is unacceptable. It could be considered theft and may be grounds for disciplinary action or termination. A purchase receipt is required to take any product out of the building. The school reserves the right to inspect lockers, styling stations, sacks, kit bags and equipment at any time.

#### **Advancement Progress:**

Progress reports are available to students through Prestige at any time. The progress report outlines hours earned, absent hours, grades, advancement, and any disciplinary activity, if any. Cosmetology students must advance through the Freshman level (0 -280 hours), Sophomore level (281 - 606 hours), Junior level (607 - 1126 hours), Senior level (1127 - 1580 hours). Elite status is achievable, but not required for graduation. Students who lose their Productive Time Books (PTB) will be required to purchase a new book on their own or through the school. Students are required have their PTB checked daily and signed by their classroom Coach weekly. Students must pass the written exam for Freshman, Sophomore, Junior and Senior to advance to the next level and graduate.

### Satisfactory Academic Progress (SAP):

SAP is evaluated at the end of each payment period (hereinafter evaluation period). Maintaining SAP is required for a student to remain enrolled, and is applied uniformly, regardless of Federal Financial Aid status. A student meeting the minimum requirements in attendance and grades at the end of an evaluation period is making satisfactory progress. Satisfactory progress must be verified at the end of each evaluation period before financial aid may be disbursed.

Stewart School will consider accepted transfer hours as both attempted and completed in the quantitative calculation (100% attendance) and will exclude consideration of grades at previous school for SAP purposes. Transfer students will start fresh and will be evaluated based only on attendance and grades for time attending Stewart School. SAP evaluation periods for transfer students will be based on actual contracted hours at the school, and time between evaluations will not exceed payment period length (i.e., if student transfers into Cosmetology with 470 hours, they will have evaluations at 900/1,350/1,800/1,950/2,100 hours).

1. Evaluation Periods: Students will be evaluated at the end of each evaluation period, which falls at the following completed hours. Students must achieve an overall 75% GPA and attend 80% of scheduled hours to maintain SAP:

<u>Cosmetology</u>	<u>Esthetics</u>	<u>Massage Therapy</u>	<u>Nail Technology</u>
450 Hours	300 Hours	300 Hours	200 Hours
900 Hours	600 Hours	600 Hours	400 Hours
1240 Hours			
1580 Hours			

2. Satisfactory Academic Progress (SAP):

Qualitative Component:

- Written Exams/Assignments: A student who fails to receive a 75% overall average on exams/assignments at the end of an evaluation period may be terminated and lose Financial Aid eligibility (if applicable).

Quantitative Components:

- All students must attend regularly scheduled classes. A school official must authorize all absences. A student not clocked in by class starting time will not be able to clock in until their class returns from break, and they are able to join class.
- If a student's attendance percentage is below 80% of scheduled hours at the end of an evaluation period, they may be put on warning; appeal for probation; lose financial aid eligibility (if applicable) or be terminated.

Students will be notified in writing and/or electronically and must meet with a school official regarding any determinations that may impact their Title IV aid. The published program lengths (and maximum time allowed to complete) are as follows: Cosmetology 54 weeks/1580 hours (68 weeks/1975 scheduled hours). Massage Therapy 23 weeks/600 hours (29 weeks/750 scheduled hours), Esthetics 22 weeks/600 hours (28 weeks/750 scheduled hours), Nail Technology 14 weeks/400 hours (18 weeks/500 scheduled hours). Changes in major, pursuit of a second degree, repetitions, and remedial courses do not apply to our institution and thus do not have any effect on SAP.

If a student's overall attendance falls below 80% at an evaluation checkpoint (indicating their current pace will not meet maximum allowed timeframe requirements), or overall average grades are below 75%, the student will be placed on **warning status** for one evaluation period, advised immediately (in writing), and must sign a statement of repercussions of remaining below 80% attendance or below 75% in average grades at next evaluation. Student may be terminated and lose financial aid eligibility (if applicable) if cumulative Satisfactory Progress minimums are not achieved before the next evaluation. The student regains SAP when the student's average grades are above 75% and attendance is above 80%.

Appeal Process: If student does not meet SAP at the evaluation following warning period and wishes to remain enrolled, the following procedures for re-establishing Satisfactory Academic Progress must be followed: A student may appeal termination and loss of financial aid eligibility (if applicable) by presenting a written appeal, including extenuating circumstances why student failed SAP, what has now changed allowing improvement and a plan to improve. A school committee of staff (to be formed and directed by the School Director) will review the appeal. The appeal will be approved or denied, based on circumstances and whether the submitted written plan and facts indicate the student will be able to improve to minimum required levels by the next evaluation period. If approved, the student will be placed on **probationary status** for one evaluation period, retain financial aid eligibility (if applicable). Student may re-establish Satisfactory Progress by following a prescribed plan, which may include extra assignments and requirements above minimums. If appeal is denied, the student will be terminated and lose financial aid eligibility (if applicable). Student may apply to restart school after a six-month period. If appeal is approved, SAP must be regained by the end of the Probation period, or termination will result. The student regains SAP when the student's average grades are above 75% and attendance is above 80%.

**How GPA & Pace are affected by:**

Incompletes: Students are required to complete all assignments, makeup all missed classes, and pass all exams in each subject. Assignments not submitted on time will result in a zero. Failed tests that are not made up will be given the original failing grade. Any of the above could result in a lower overall grade average and could result in student falling below 75% at the next satisfactory academic progress (SAP) evaluation. This could result in termination and loss of Financial Aid (if applicable) if student does not improve to 75% by the next SAP evaluation. Termination would result in student being required to re-apply after 6 months, incurring additional costs and significantly delaying graduation.

In any event, all required schoolwork must be successfully completed (tests passed, assignments submitted, missed classes made-up) before school will award diploma.

Withdrawal/Re-Entry: Will not adversely affect GPA, but all requirements and state (IA) required hours of attendance must be completed, so this will delay graduation.

Transfer Credits: A determination will be made by Stewart School as to the number of hours that will be accepted from previous training programs. Since the student will be granted a diploma stating successful program completion and graduation from Stewart School, the amount of transfer hours will be based ultimately on meeting all of Stewart School academic and skill level expectations.

**Student Code of Conduct:**

The school considers good conduct necessary for managing our school, so fairness, effectiveness and safety are maintained. Violation of the rules may result in disciplinary action, or termination. In serious cases, or where a student has previously violated the same or similar rules, that student may be subject to immediate termination. Violent threats may result in immediate termination if witnessed by any Stewart School employee or verified by written, signed statement, by non-biased witness. Student understands we employ cameras, and that video and audio of student may be recorded.

**Reasons for disciplinary action (This list is for guidance only and not limited to the following):**

- Students are required to remain under their instructor's supervision, in their assigned classroom or assigned clinic work area at all times. Wandering or inactivity is considered unacceptable and non-professional behavior.
- Possessing or consuming alcoholic beverages or illegal drugs on school premises before, during, or after school hours. Students may not report to school under the influence of illegal drugs or alcohol.
- Misuse of school time.
- Fighting, provoking a fight, threatening, harassing, bullying (the use of force, threat, or coercion to abuse, intimidate, or aggressively to impose domination over others) or disrespecting another student, client, or staff member.
- No foul or profane language is permitted, nor are racial or sexual forms of harassment.
- Students smoking, vaping, eating, drinking, or chewing gum in presence of clients.
- Failure to maintain Satisfactory Progress.
- Unauthorized use of a cell phone or device in a non-designated area.
- Cheating.
- Leaving school premises while being clocked in.
- Clocking other students in or out.
- Abuse of school property.
- Theft from school or any person at school, including data theft
- Dress code violations.
- Unauthorized photography/video recording.
- Inappropriate use of Social Media platforms.
- Slander or libel of school, personnel, students, or clients.
- Gossip is a demonstration of negative behavior and is considered unprofessional.
- ***Falling below 85% attendance.***
- ***Falling below 75% written or practical GPA.***
- Excessive Unexcused Absences.
- Inappropriate sexual suggestions or physical contact.

Concealed weapons, guns, firearms, explosives, or dangerous chemicals, etc. are not allowed on school premise, on college owned or controlled property or at college sponsored activities, this includes lunch and break time. Any infraction will be immediately turned over to local police & possible charges will be filed

**Appeal Process:**

A student may write an appeal to the School Director if they feel enforcement of a rule or policy should be waived due to circumstance. The appeal must provide as much detail and evidence as possible.

### **Copyright & Peer-to-Peer File Sharing:**

Stewart School will not tolerate any infringement of copyright laws or illegal downloading, including peer-to-peer file sharing. Student will be subject to standard Stewart School disciplinary measures, as well as any local, state, or federal punishment.

Penalties for violation of copyright laws (infringement) can be either civil or criminal. Criminal penalties for first time offenders can be up to five years in prison and up to \$250,000 in fines. Civil penalties can include legal fees and thousands of dollars in damages. Each song has a minimum penalty of \$750.00. For additional information, please visit the U.S. Copyright Office website at [www.copyright.gov](http://www.copyright.gov).

### **Photography or Electronic Photo Imaging Communications:**

Video and still photography, without permission of the participant or permission from Stewart School, may be subject to disciplinary action. This is to protect the school, its students and employees from libel or bullying charges. Photos used for portfolio, client before and after shots, etc. must have the permission of the person in the photo. Pictures posted on social webpages must be removed immediately if requested by the subject or the school.

### **Social Media:**

Social Network Sites (i.e., Facebook, Twitter, Instagram, Snap Chat etc.) are effective ways of communicating with fellow students, potential clients, and employers. While Stewart School encourages communication on these sites, it is advisable to remember that your comments, language, and opinions should maintain a respectful and mature nature that would represent a professional and refined image. Comments posted that could be considered slanderous, harassing, disparaging, ill-mannered, hostile, sexual, or demeaning, or that project a distorted image of Stewart School, its students, staff or clients will not be tolerated and will be mandated to be immediately removed. Private and/or public apologies may be required, and the student posting the inappropriate comment will face disciplinary action or termination from school. Legal action may also ensue because of libelous posts or slanderous comments.

### **Video and Audio Surveillance:**

Stewart School is under Video and Audio Surveillance in specific areas of the school. This is used for Instructor evaluations and to deter theft and inappropriate behavior. If a student suspects theft, they should report it immediately to the School Director in writing to include the time of incident, other individuals involved, and any other details that may help. The school will not research the surveillance video without a specific time frame of less than 30 minutes. HOWEVER, there is a high likelihood that video review will not provide useful information regarding incidents that happen within the school. If you leave anything of value unlocked, it is at your own risk, including food in the refrigerators. The school is not responsible for anything lost or stolen.

### **Readmission:**

Students that wish to be readmitted to Stewart School after withdrawal will be treated as a Transfer Student. Terminated (expelled) students may be required to demonstrate up to six months of good work history and/or community service to be re-admitted, to be determined on a case-by-case basis, based on Student record before termination. The school may follow the Transfer Student Guidelines when assessing tuition costs and class placement.

### **Assigned Sanitations & Dispensary Duties:**

Assigned Sanitations & Dispensary Duties: Students are required to complete a daily sanitation procedure. These small assignments and tasks satisfy a portion of the State requirements referencing infection control. Students also are on a rotating schedule of laundry and dispensary activity assignments to sanitize instruments and equipment and to dispense products. This requirement does not include employee provided janitorial activities.

### **Phone Use:**

Relatives and friends should be informed that only emergency calls may be received during school hours. Students will be allowed to take the call at the discretion of a school staff member. Messages will be taken on other calls and the information will be given to the student who can return the call during a break or lunch period. If the call is an emergency and the student does not have a cell phone, they can use the School Director's phone under the supervision of a School Official. Incoming long-distance telephone calls for students will be handled immediately by giving a message to the individual as soon as possible. Collect calls will not be accepted.

**Cell Phones/Mobile Devices must be left in the student vehicle, or in their locker on silent!** Cellular phones/mobile devices are to be used by the student only in the student break areas or outside of the school building. **Failure to do so will result in the student immediately being clocked out and sent home for the remainder of that day.**

### **Harassment and Discrimination Policy**



Stewart School strives to maintain an environment free from discrimination and harassment, where students treat each other with respect, dignity, and courtesy. This policy applies to all students and employees of the school.

### **Prohibited Behavior**

Stewart School does not and will not tolerate any type of harassment of our employees, students, or our customers. Discriminatory conduct or conduct characterized as harassment as defined below is prohibited.

The term harassment includes, but is not limited to, slurs, jokes, and other verbal or physical conduct relating to a person's gender, ethnicity, race, color, creed, religion, sexual orientation, national origin, age, disability, marital status, military status, or any other protected classification. Bullying/harassment of fellow students, guests of the school or employees will not be tolerated. This includes abuses that are verbal, physical; involve electronic devices (internet or social networking pages, cell phones, photography, video, or text messaging) or other actions to be determined by the school as such. Also, any action that interferes with any person's school performance or creates an intimidating, hostile school, or work environment.

Sexually harassing behavior includes unwelcome conduct such as: sexual advances, requests for sexual favors, offensive touching, or other verbal or physical conduct of a sexual nature. The types of conduct covered by this policy include demands or subtle pressure for sexual favors or threats.

Specifically, it includes sexual behavior such as:

- sexual flirtations, advances, or propositions
- verbal abuse of a sexual nature,
- sexually related comments and joking,
- degrading comments about someone's appearance,
- displaying sexually suggestive objects or pictures, including cartoons and vulgar email messages,
- any uninvited physical contact or touching, such as patting, pinching, or repeated brushing against another's body.

All incidents of harassment that are reported will be fully investigated. The investigation will be completed as soon as possible and a written determination regarding the reported harassment will be made and communicated to the complainant and to the accused harasser. If a complaint of prohibited harassment is substantiated, appropriate corrective action, up to and including discharge or termination, will be taken. Appropriate action will also be taken to correct the effects of the harassment and to deter any future harassment.

Theft of any kind will not be tolerated. If a student is suspected of stealing the school will contact the Sioux Falls Police Department to investigate. If a student is caught stealing from another student, the school encourages that student to contact authorities and school personnel. If a student is caught stealing, they will be terminated immediately. Stewart School reserves the right to search lockers, purses, and bags at any time.

Poor behavior outside of school may result in disciplinary actions or termination.

### **Retaliation**

Any student who files a complaint of sexual harassment or other discrimination in good faith will not be adversely affected and will not be retaliated against or discharged because of the complaint. In addition, we will not tolerate retaliation against any employee who, in good faith, cooperates in the investigation of a complaint. Anyone who engages in such retaliatory behavior will be subject to appropriate discipline, up to and including termination.

### **Equal Opportunity Policy**

Stewart School provides equal opportunity to all, regardless of race, color, religion, gender, gender identity, national origin, age, disability, marital status, military status or any other category protected by federal, state and local laws.

### **Student Complaint and/or Grievances:**

Stewart School maintains an open-door policy, and encourages communication, transparency, and trust. If a problem exists, the student is to see their instructor first to find a solution. If the problem cannot be resolved at this level, the student is encouraged to write a brief description of the problem and approach the School Director for a resolution. In most cases the problem can be resolved at this point, but in an instance where it cannot the school owner may be contacted (PO Box 873 Dubuque, Iowa 52004 or 563-588-2379 x 308). A formal documentation of the complaint/grievance will be made and signed by both the student and the School Director with the plan of action or the outcome. This will be placed in the student's file.

If a student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Accrediting Commission. All complaints reviewed by the Commission must be in written form and should grant permission for the Commission to forward a copy of the complaint to the school for a response. This can be accomplished by filing the ACCSC Complaint

Form. The complainant(s) will be kept informed as to the status of the complaint as well as the final resolution by the Commission. Please direct all inquiries to:

**Accrediting Commission of Career Schools & Colleges**  
**2101 Wilson Boulevard, Suite 302**  
**Arlington, VA 22201**  
**(703) 247-4212**  
[www.accsc.org](http://www.accsc.org)   [complaints@accsc.org](mailto:complaints@accsc.org)

A copy of the ACCSC Complaint Form is available at the school and may be obtained by contacting the School Director or by contacting [complaints@accsc.org](mailto:complaints@accsc.org) or <https://www.accsc.org/student-corner/complaints.aspx>

The South Dakota Cosmetology Commission, who also has a formal complaint policy, licenses Stewart School. They may be reached at: 500 E. Capital, Pierre, SD 57501, or by phone at (605) 773-6193.

The South Dakota Board of Massage Therapy does not license Massage Therapy schools but may recognize training from accredited schools. They have a complaint form on their website, <https://doh.sd.gov/boards/massage/complaint.aspx>. Their contact email is [sdbomt@gmail.com](mailto:sdbomt@gmail.com)

The South Dakota Attorney General also handles complaints against schools registered in the State: <https://consumer.sd.gov/>.

### **Graduation Requirements:**

To graduate (successfully complete) from Stewart School a student must:

- Complete the contracted number of hours, complete all class assignments (including job search), tests and pass senior testing (80% min) and pass all practical testing (75% min), and complete an exit interview.
- Meet all academic policies (including maintaining satisfactory academic and attendance progress) and financial obligations to the school.
- Pass all advancement levels.

*Cosmetology, Nail Technology and Esthetics graduates must take a State Board Exam at their own expense and pass to receive a license. Please note that it takes about ten working days for the Commission to issue a temporary work permit, assuming student did not test while still enrolled. If a student has failed their Senior Exam three times but has passed their State Board Theory exam the school will accept their score towards their Senior Exam.*

### **Diploma Awarded:**

Upon successful completion of the above graduation requirements, the student will be issued a diploma from Stewart School. *(In order for Cosmetology, Esthetic or Nail Technology graduate to apply for a temporary license they must provide proof of a job to the South Dakota Cosmetology Commission.)* The student will be required to turn in their student license upon graduation.

### **Clock Hour Conversion:**

One (1) Clock Hour is defined as 50 minutes of instruction in a 60-minute period.

### **Classroom Policies** (This list is for guidance only and not limited to the following):

Our goal is to provide a classroom with a learning environment for all students. Classroom activities and lessons are designed to help the student prepare for the State Board Exam and prepare for the advanced services they will perform as professional. To remain in compliance, the following policies are to be adhered to:

- A student arriving late to class will not be allowed to enter until after the next break. The instructor determines break times. The student will not accrue hours until they are allowed into class.
- No chewing gum, eating, smoking, vaping, or drinking (except water) in the classroom. Any container other than a clear water bottle is prohibited.
- Talking out of turn, swearing or profanity, sleeping, feet on desk or being disrespectful is unacceptable.
- Students are expected to come to class prepared and in dress code; arriving to school with hair and makeup done. Textbooks, writing utensils, paper and the appropriate equipment for the lesson must be available.
- The instructor schedules lunch breaks and breaks.
- Coats, purses, cell phones, devices and all other items not needed for class must be left in the student's locker.
- All students are required to participate in classroom practical application, i.e., being a model for makeup etc.

### **Clinic Floor Policies** (This list is for guidance only and not limited to the following):

Our goal is to provide a work environment that closely simulates a salon situation. The objective is to help the students perfect their technical skills, client communication, and to develop good working habits. Some procedures for clinic operation are governed by federal and state agencies. To remain in compliance, the following policies are to be adhered to:

- All services performed must have a consultation with an instructor before beginning. An instructor must check all steps to a chemical service. An instructor at the end of each service must check all clients.
- No chewing gum, eating, smoking, vaping, or drinking on the clinic floor.
- When students are not working with a client while on the clinic floor or on approved breaks or lunch, students are expected to be working on practical skills (practicing state board skills, mannequin work, etc.). If students are not productively practicing such skills, they will be instructed to clock out and go home for the remainder of that day.
- Refusing a guest is an attendance violation and results in the student being dismissed for the day.
- If a student cannot perform services on the clinic floor will need to request a LOA with a Dr. note or withdrawal.
- For safety reasons, students and clients are not allowed to bring in personal hair care products. Only professional products provided by the school are used apart from a physician's prescription.
- Appointments are not to be changed or exchanged without an instructor's permission.
- Students are always to have all equipment in good working order.
- Vanity tops, mirrors and chairs must be cleaned every day.
- Students are not to swear, use profanity, or hold conversations with each other when servicing clients, the client should have your undivided attention.
- Problems with clients should be immediately referred to an instructor.
- Students are expected to comply with all dress code rules.
- Students are not to have their cell phones on their person or in their vanities.
- Only use sanitary tools.
- Wash hands thoroughly before each service.
- Guests are not allowed to visit the school unless they are a model for classroom demonstration/testing or a clinic floor guest receiving services.
- Family and friends are not permitted to eat lunch or spend break time on campus with a student.

### **Dress Code**

Stewart School always expects students to dress appropriately in **professional attire**. We are preparing you for your future, therefore building your professional image and client base is important. Your customers will make decisions about the quality of your products and services based on their interaction with you. **First impressions are very important.**

**SHIRTS:** Students may wear any color of shirt they would like. It must be professional dress and cover chest and underarms. It cannot have any graphic or printed words on it. Students are required to wear their issued smock when schedule in clinicals.

**PANTS:** Students pants must be black, white, or gray (BWG). The allowed attire is Dress Pants or Capris, Leggings, Jeggings, Skinnies that are **appropriate for a professional environment**. Students that chose to wear leggings, jeggings or skinnies are strongly encouraged to wear a dress top that is long enough to completely cover their butts. Black, white, or gray jeans (without holes or distress) are allowed. **BLUE jeans (without holes or distress) are only allowed on Mondays, Fridays, and Saturdays for a \$2 donation to our charity of the month.**

**SHOES:** Student may wear any color shoes they would like. If shoes are not deemed professional the student may be sent home to change.

Please **do not wear** anything that others might find offensive or that might make anyone uncomfortable. This includes (but not limited to):

- Clothing with profane language.
- Clothing that promotes drugs and/or alcohol.
- Clothing that promotes causes that include, but are not limited to, politics, religion, sexuality, race, age, gender, and ethnicity.
- Clothing that has logos or writing of any kind. (The exception is Stewart School shirts that are in good condition may be worn.)
- Cotton t-shirts are not allowed (unless they are a Stewart School t-shirt)
- Sleeveless shirts and Cap Sleeve shirts where the underarm is exposed are not allowed.
- Sweatshirts are not allowed.
- Athletic Leggings are not allowed.
- No skirts or dresses.

Undergarments must always be worn and cannot be visible. Hair must be dry, clean and styled. Ponytails are discouraged but acceptable if done professionally. Students are required to have their hair and makeup done prior to entering the building for the day.

Please ensure that your cleavage, chest area, lower back, back side, underarms, and belly are always covered. Being part of the fashion world also means learning to have good sense when choosing your attire. Please make sure to wear clothing that is flattering to your body type. This dress code is for classroom and clinical training. Stewart School reserves the right to change the dress code at any time. What is appropriate attire will be determined by the school. If you are in question of something, please have it approved prior to wearing it. Stewart School is not responsible for damage done to clothing you chose to wear.

### **Cosmetology, Esthetics & Massage Official Withdrawal/Minimum Cancellation and Settlement Refund Policy:**

1. The postmark on written notification (or date on received/confirmed email) or the date said information is delivered to the administrator/owner in person will determine the cancellation (or official withdrawal) date. If a student wishes to cancel their enrollment, this must be communicated with the School Director.
2. An applicant not accepted by the school shall be entitled to a refund of all monies paid, including the application fee.
3. An applicant (or in case of a student under legal age, his/her parent, or guardian) will have the opportunity to withdraw without penalty and request a refund by notifying the school before midnight of the third business day following either the scheduled orientation, signing the enrollment agreement, making an initial payment, or a tour of the school facility and inspection of equipment, and will be issued a full refund of all monies paid.
4. An applicant (or in case of a student under legal age, his/her parent, or guardian) requesting cancellation more than three days after signing the enrollment agreement (first day of class), but within the trial period, is entitled to a refund of all monies paid minus \$50 application fee and \$100 class deposit fee. Student will be charged published costs for all issued kit/book/uniform items not returned or unreturnable. If Student is owed a balance, refund will be made within 30 days. Beyond the trial period (and all transfer Students) will be charged a prorated amount for returnable items returned in new condition (Device must be wiped clean with no password associated), in addition to tuition determined by the refund policy. Trial period benefit does not apply to transfer Students.
5. The Stewart School refund policy conforms to all requirements known to school administration. The South Dakota Cosmetology Commission and The South Dakota Board of Massage have no defined refund policy requirements for schools.
6. For Students who enroll and begin classes, the following refund policy will apply, based on scheduled hours:

#### **Institutional Refund Policy**

##### Percent of enrollment to total time of program:

0 % to 3.8 %  
3.81 % to 4.99 %  
5.0 % to 9.99 %  
10.0 % to 14.9 %  
15.0 % to 24.9 %  
25.0 % to 59.99 %  
60.0 % to 100.0 %

##### Tuition school shall receive/retain:

0% received/retained -- Trial 3.8% of total program hours  
20% received/retained  
30% received/retained  
40% received/retained  
45% received/retained  
60% received/retained  
100% received/retained

\*\* Enrollment time is defined as the scheduled hours elapsed between the actual class start and withdrawal date (LDA) from school. Trial period benefit does not apply to transfer Students.

7. Examples of the application of the refund policy are available upon request from the admissions office.
8. Any money due the applicant (defined above) shall be refunded by check through the mail within 30 days of formal cancellation by the student, or formal termination by the school, which shall occur no more than 15 days from the last day of physical attendance (not counting approved leaves). Refunds are calculated based on the last date attended by the student. If Student does not give notice of withdraw, the college will terminate the enrollment within 15 days (withdrawal date based on the last day of physical attendance, determined by school's daily attendance records).
9. If the Student has a balance owed to Stewart School at the time of withdrawal, the student must make payment in full within 30 days of withdrawal. Added costs incurred to collect a delinquent account will be added to student's balance. If a student fails to meet his/her tuition obligation as outlined in the enrollment agreement, the student will pay the cost of collection, including reasonable attorney fees. I hereby allow the school to release any data I have provided the school to a collection service.
10. In the event the school closes and cannot provide the currently enrolled Student the instruction as described in the program description, arrangements for program completion and/or a pro-rata refund will be made through the Director of the school.
11. If a program is cancelled (or postponed) following a student's enrollment, but before class begins, the school will, as an option, provide a full refund of all tuition/fees paid, or the student may choose to start on a later date.
12. If a student must take a leave of absence (allowed for medical, family emergency or other serious circumstances), time allowed is 60 days or less. Documented circumstances that would require more will be considered but leave time cannot total more than 180 days (details/limitations in Student Catalog). **If a student fails to return from a leave of absence or is absent for 14 consecutive calendar days without notifying the school, the student will be terminated from school.** Withdrawal date to be determined as the last date Student physically attended based on school's daily attendance records.

13. Any student who fails to maintain Satisfactory Academic Progress (SAP, 80% attendance and 75% grades at each evaluation period), as outlined in Student Handbook, may be terminated, and lose financial aid eligibility (if applicable). Student must complete within 125% of scheduled course length, not counting approved leaves of absence or unscheduled school closures (i.e., winter weather). If poor student attendance makes this impossible at any time during enrollment, the student will be terminated immediately.
14. All Students must complete a school exit interview.
15. Any Student receiving Financial Aid must complete a Financial Aid exit interview.
16. If a student who has received financial aid withdraws, Federal Law determines the amount of Title IV Federal Financial Aid the Students earn, based on the scheduled hours in the respective period for which financial aid was applied (FA period) of the aid. Up to the 60% (of scheduled hours) point in the FA period, a pro rata schedule is used to determine the amount of Title IV funds at the time of withdrawal. After the 60% point-in-time for the FA period, Student has earned 100% of the funds he/she was scheduled to receive during the FA period.
17. If a student discontinues enrollment, the amount of Federal Title IV Aid earned and/or returned to Title IV programs is determined by federal regulations. Any return of Title IV Aid is returned within 45 days of the withdrawal date, with priority in the following order: Direct Loan-Unsubsidized, Subsidized, Plus, PELL Grant, FSEOG Grant.
18. Post Withdrawal Disbursement (PWD): If a student receives less Title IV aid than earned, a Post withdrawal Disbursement is calculated and applied to the student account, with priority to refund grant funds. Within 10 days of Withdrawal, borrower is notified of eligible loan funds. In the case of loan disbursements, notice and written confirmation from Student or parent borrower is required before making a post withdrawal disbursement of loan funds. Written confirmation response must be received from borrower within 14 days of mailing. Any funds earned beyond tuition and fees will be disbursed directly to Student within 14 days. Post-Withdrawal disbursement amount is determined by Title IV aid earned; it does not relate to incurred school charges.
19. V.A. Program: The refund procedure outlined by the V.A. Policies applies to all Students enrolled at Stewart School under the V.A. Program and supersedes any refund policies outlined in the enrollment agreement for the students who qualify. The V.A. Policy specifically requires that a Student's VA benefits may be interrupted, and/or the student's enrollment may be cancelled if they are absent for more than 14 consecutive days.

#### Other Program Information:

- Classes are in session: Monday 9:00 am – 3:00 pm, Tuesday 8:30 am ~ 8:00 pm, Wednesday 8:30 - 4:30pm, Thursday 8:30 am - 8:00pm, Friday 8:30 am - 4:30 pm and Saturday 8:00 am ~ 2:00 pm. (Basics Cosmetology (ten weeks) is Monday – Thursday 8:30 am – 4:00 pm and Basic Esthetic and Massage (four weeks) will have a Tuesday - Friday schedule of 8:30 – 4:00.) After Basics Students will be assigned to a specific schedule to average 32.5 hours per week, to include nights and/or Saturdays. Specific schedules (and days/hours of operation) are subject to change at the discretion of the school, but Students generally attend one night (until 8 pm) and attend a one Saturdays on and two off schedules. Please ask the School Director for a specific or requested schedule.
- The student must obey all the rules of the school posted or as outlined in the Student Catalog or face possible dismissal.
- Should a student be asked to withdraw from school because of a violation of rules as stated in the catalog, all charges will be due and payable as outlined in the enrollment contract.
- To graduate (successfully complete) from Stewart School a student must:
  - Complete the contracted number of hours, complete and pass (75% min) all class assignments (including job search), tests and senior testing (80% min), and complete an exit interview.
  - Meet all academic policies (including maintaining satisfactory academic and attendance progress) and financial obligations to the school.
  - Pass all advancement levels.
- The student is not to remove any of the equipment from the school without permission.
- Students must acquire and maintain current books and equipment kit required for theory and practical training. Items need not be purchased from the school but must be current and of similar quality, to be determined by director. Books and equipment (kit) issued by the college will be billed the same as tuition, over the entire program. However, if a student withdraws or is expelled before completion, a kit balance may be owed to the college. A Student has the right to return any unused or returnable kit items within 20 days of withdrawal, and a pro-rata kit refund will be credited to the student account. Anything returned must be in good condition, electronics wiped clean with no ID or password associated.
- **Stewart School assumes no responsibility for, nor does it guarantee, employment of its students.** Job placement assistance is offered to Students upon request, to assist them in securing suitable employment, to identify job openings, to help with employment interview skills and classes on applications and employment forms.
- I do, by signing this contract; give Stewart School the right to contact my parent/spouse/legal guardian and/or *references*, regarding any issue the school feels appropriate regarding academic progress, attendance, rule violations, loan repayment and job placement. This permission may be withdrawn at any time with the written notice of an adult Student.
- I agree that if my student loan(s) (if applicable) becomes delinquent, I give Stewart School permission to share my personal information and loan status to a third party, and to work with them to prevent default.

- I give Stewart School permission to use my name and photo on its Facebook, website and/or other marketing media to promote the school, as well as my achievements and/or work. I further agree that Stewart School may disclose my name and clinic schedule to clients, in order to book practical clients with me for Cosmetology, Massage, Esthetics, and/or Nail Services.
- A copy of the final transcript will be given to the student upon completion of all requirements and after meeting all financial obligations to the school.
- Stewart School is licensed by The South Dakota Cosmetology Commission to offer post-Secondary education in Cosmetology and is recognized by the Massage Board. Stewart School meets the South Dakota requirements, however, the school either does not meet, or we are unaware of whether we meet, the license requirements of any other State.
- After a student successfully completes all requirements of Stewart School, they must take the South Dakota State Board exam or National Massage Exam at their own expense. South Dakota Cosmetology and Esthetic Students will be granted a temporary license upon proof of employment, which will allow them to work in the field until they take the State Exam. If the Student passes the State Exam, they will be granted an Operator License. If the Student fails the State Exam, they will lose the temporary license and will not be allowed to work in the field until they retake and pass the State Exam. Stewart school is not responsible for changes or limitations imposed by the State of South Dakota (or other States) regarding licensing (i.e., some states may not allow individuals with criminal history to become licensed).
- Exam Retake Fee: There will be a fee of \$80.00 for every practical or theory senior final exam taken after the third attempt. This amount may be waived if Student chooses to perform and present proof of five hours approved community service.
- I understand that the training offered includes supervised, practical education with clients who pay the school a discounted price, that I will not be compensated for this practice nor any associated sanitation practices (laundry, dispensing of products, etc.) and that I am not an employee of the school. I understand my tuition cost would be significantly higher without this practice and waive any claim for compensation for this reason.

**Nail Technology Official Withdrawal/Minimum Cancellation and Settlement Refund Policy:**

1. The postmark on written notification (or date on received/confirmed email) or the date said information is delivered in writing to the administrator/owner in person will determine the cancellation (or official withdrawal) date. If a student wishes to cancel their enrollment, they need communicate with the School Director.
2. An applicant not accepted by the school shall be entitled to a refund of all monies paid, including the application fee.
3. An applicant (or in case of a student under legal age, his/her parent, or guardian) will have the opportunity to withdraw without penalty and request a refund by notifying the school before midnight of the third business day following either the scheduled orientation, signing the enrollment agreement, making an initial payment, or a tour of the school facility and inspection of equipment, and will be issued a full refund of all monies paid.
4. An applicant (or in case of a student under legal age, his/her parent, or guardian) requesting cancellation more than three days after signing the enrollment agreement (first day of class), but within the trial period, is entitled to a refund of all monies paid minus \$50 application fee and \$100 registration fee. Student will be charged published costs for all issued kit/book/uniform items not returned or unreturnable. If student is owed a balance, refund will be made within 30 days. Beyond the trial period (and all transfer students) will be charged a prorated amount for returnable items returned in new condition (Device must be wiped clean with no password associated), in addition to tuition determined by the refund policy. Trial period benefit does not apply to transfer students.
5. The Stewart School refund policy conforms to all requirements known to school administration. The South Dakota Cosmetology Commission and The South Dakota Board of Massage have no defined refund policy requirements for schools.
6. For students who enroll and begin classes, the following refund policy will apply, based on scheduled hours:

**Institutional Refund Policy**

<u>Percent of enrollment to total time of course:</u>	<u>Tuition school shall receive/retain:</u>
0 % to 3.8 %	0% received/retained -- Trial 3.8% of total program hours
3.81 % to 4.99 %	20% received/retained
5.0 % to 9.99 %	30% received/retained
10.0 % to 14.9 %	40% received/retained
15.0 % to 24.9 %	45% received/retained
25.0 % to 59.99 %	60% received/retained
60.0 % to 100.0 %	100% received/retained

\*\* Enrollment time is defined as the scheduled hours elapsed between the actual class start and withdrawal date (LDA) from school. Trial period benefit does not apply to transfer students.

7. Examples of the application of the refund policy are available upon request from the admissions office.
8. Any money due the applicant (defined above) shall be refunded by check through the mail within 30 days of formal cancellation by the student, or formal termination by the school, which shall occur no more than 15 days from the last day of physical attendance (not counting approved leaves). Refunds are calculated based on the last date attended by the student. If student does not give notice of withdraw, the college will terminate the enrollment within 15 days (withdrawal date based on the last day of physical attendance, determined by school's daily attendance records).

9. If the student has a balance owed to Stewart School at the time of withdrawal, the student must make payment in full within 30 days of withdrawal. Added costs incurred to collect a delinquent account will be added to student's balance. If a student fails to meet his/her tuition obligation as outlined in the enrollment agreement, the student will pay the cost of collection, including reasonable attorney fees. I hereby allow the school to release any data I have provided the school to a collection service.
10. In the event the school closes and cannot provide the currently enrolled student the instruction as described in the course description, arrangements for course completion and/or a pro-rata refund will be made through the Director of the school.
11. If a course is cancelled (or postponed) following a student's enrollment, but before class begins, the school will, as an option, provide a full refund of all tuition/fees paid, or the student may choose to start at a later date.
12. If a student must take a leave of absence (allowed for medical, family emergency or other serious circumstances), time allowed is 60 days or less. Documented circumstances that would require more will be considered but leave time cannot total more than 180 days (details/limitations in student handbook). **If a student fails to return from a leave of absence or is absent for 14 consecutive calendar days without notifying the school, the student will be terminated from school.** Withdrawal date to be determined as the last date student physically attended based on school's daily attendance records.
13. Any student who fails to maintain Satisfactory Academic Progress (SAP, 80% attendance and 75% grades at each evaluation period), as outlined in Student Handbook, may be terminated, and lose financial aid eligibility (if applicable). Student must complete within 125% of scheduled course length, not counting approved leaves of absence or unscheduled school closures (i.e., winter weather). If poor student attendance makes this impossible at any time during enrollment, the student will be terminated immediately.
14. All students must complete a school exit interview.
15. V.A. Program: The refund procedure outlined by the V.A. Policies applies to all students enrolled at Stewart School under the V.A. Program and supersedes any refund policies outlined in the enrollment agreement for the students who qualify. The V.A. Policy specifically requires that a student's VA benefits may be interrupted, and/or the student's enrollment may be cancelled if they are absent for more than 14 consecutive days.

#### Other Course Information:

- Classes are in session: Monday 9:00 am – 3:00 pm, Tuesday 8:30 am ~ 8:00 pm, Wednesday 8:30 am - 4:30pm, Thursday 8:30 am - 8:00pm, Friday 8:30 am - 4:30 pm and Saturday 8:00 am ~ 2:00 pm. Basics is the first two weeks Tuesday - Friday schedule of 8:30 – 4:00. After Basics students will be assigned to a specific schedule to average 32.5 hours per week, to include nights and/or Saturdays. Specific schedules are subject to change at the discretion of the school, but students generally attend one night (until 8 pm) and attend a two Saturdays on and one-off schedule. Please ask director for specific or requested schedule.
- The student must obey all the rules of the school posted or as outlined in the student catalog or face possible dismissal.
- Should a student be asked to withdraw from school because of a violation of rules as stated in the catalog, all charges will be due and payable as outlined in the enrollment agreement.
- To graduate (successfully complete) from Stewart School a student must:
  - Complete the contracted number of hours, complete and pass (75% min) all class assignments (including job search), tests and senior testing (80% min), and complete an exit interview.
  - Meet all academic policies (including maintaining satisfactory academic and attendance progress) and financial obligations to the school.
  - Pass all advancement levels.
- The student is not to remove any of the equipment from the school without permission.
- Students must acquire and maintain current books and equipment kit required for theory and practical training. Items need not be purchased from the school but must be current and of similar quality, to be determined by director. Books and equipment (kit) issued by the college will be billed the same as tuition, over the entire program. However, if a student withdraws or is expelled before completion, a kit balance may be owed to the college. A student has the right to return any unused or returnable kit items within 20 days of withdrawal, and a pro-rata kit refund will be credited to the student account. Anything returned must be in good condition, electronics wiped clean with no ID or password associated.
- Stewart School **assumes no responsibility for, nor does it guarantee, employment of its students.** Job placement assistance is offered to students upon request, to assist them in securing suitable employment, to identify job openings, to help with employment interview skills and classes on applications and employment forms.
- I do, by signing this contract; give Stewart School the right to contact my parent/spouse/legal guardian and/or *references*, regarding any issue the school feels appropriate regarding academic progress, attendance, rule violations, and job placement. This permission may be withdrawn at any time with the written notice of an adult student.
- I give Stewart School permission to use my name and photo on its Facebook, website and/or other marketing media to promote the school, as well as my achievements and/or work. I further agree that Stewart School may disclose

my name and clinic schedule to clients, in order to book practical clients with me for Cosmetology, Massage, Esthetics, and/or Nail Services.

- A copy of the final transcript will be given to the student upon completion of all requirements and after meeting all financial obligations to the school.
- Stewart School is licensed by The South Dakota Cosmetology Commission to offer post-Secondary education in Cosmetology and is recognized by the Massage Board. Stewart School meets the South Dakota requirements, however, the school either does not meet, or we are unaware of whether we meet, the license requirements of any other State.
- After a student successfully completes all requirements of Stewart School, they must take the South Dakota State Board exam or National Massage Exam at their own expense. Cosmetology and Esthetic students will be granted a temporary license upon proof of employment, which will allow them to work in the field until they take the State Exam. If the student passes the State Exam, they will be granted an Operator License. If the student fails, the State Exam they will lose the temporary license and will not be allowed to work in the field until they retake and pass the State Exam. Stewart school is not responsible for changes or limitations imposed by the State of South Dakota (or other States) regarding licensing (i.e., some states may not allow individuals with criminal history to become licensed).
- Exam Retake Fee: There will be a fee of \$80.00 for every practical or theory senior final exam taken after the third attempt. This amount may be waived if student chooses to perform and present proof of five hours approved community service.
- I understand that the training offered includes supervised, practical education with clients who pay the school a discounted price, that I will not be compensated for this practice nor any associated sanitation practices (laundry, dispensing of products, etc.) and that I am not an employee of the school. I understand my tuition cost would be significantly higher without this practice and waive any claim for compensation for this reason.

#### **Withdrawals and the Return of Title IV Aid (R2T4) (Cosmetology, Esthetics & Massage Therapy only)**

When students withdraw from Stewart School (officially or unofficially), the last day of physical attendance (LDA) is used, based on the last day a student physically clocked in.

Stewart School will determine the amount of financial aid earned in each enrollment period. This is determined by the amount of time the student was scheduled to be in attendance based on LDA over the scheduled hours for the enrollment period.

If a student has not reached above 60% attendance in the enrollment period, Stewart School is required to return portions of unearned Title IV Funds. If the amount disbursed directly to the student is greater than the amount earned, the student is responsible for returning funds to the Title IV programs. Funds are returned in the following order: Stafford Unsubsidized Loan, Stafford Subsidized Loan, Parent PLUS Loan, Pell Grant, and Federal Supplemental Educational Opportunity Grant (FSEOG). Stewart School will return the funds for which it is responsible as soon as possible but no more than 45 days after it determines or should have determined the student withdrew.

If the amount disbursed to the student is less than the amount the student earned, and for which the student is otherwise eligible, he or she is eligible to receive a post withdrawal disbursement (PWD) of the earned aid that was not received. If a student is due a post-withdrawal disbursement, then the date of the school's determination must allow for the school to meet the 30-day post-withdrawal disbursement notification requirement. Stewart School will return any Pell Grant funds within 45 days of determination that student withdrew and return any loan funds within 180 days of determination that student withdrew.

#### **Title IX – Violence Against Women Act Policy**

Stewart School is committed to providing a work and educational environment free of sexual harassment, including sexual violence, and to full compliance with Title IX of the Education Amendments Act of 1972 and other federal and state laws governing such conduct. Stewart School policy prohibits harassment or discrimination based on race, religion, creed, color, national origin, ancestry, sex (including pregnancy, childbirth, or related medical conditions), military or veteran status, physical or mental disability, medical condition, marital status, age, sexual orientation, gender, gender identity or expression, genetic information or any other basis protected by the federal, state or local law.

The following individuals have been designated as the Title IX Coordinators by Stewart School to handle inquiries regarding Title IX policies, including receiving and responding to information about any incident of sex discrimination.

#### *Title IX Coordinator:*

Danielle Bouwman; Academic Director  
604 N. West Ave  
Sioux Falls, SD 57104  
605-336-2775 ext. 4



*Title IX Investigator:*

Angela Taylor, School Director  
604 N. West Ave  
Sioux Falls, SD 57104  
605-336-2775 ext. 3  
[angela.taylor@stewartschool.com](mailto:angela.taylor@stewartschool.com)

*Title IX Decision Maker:*

Mathew Fiegen; School Owner  
604 N. West Ave  
Sioux Falls, SD 57104  
563-588-2379 ext. 308  
[fiegen@hotmail.com](mailto:fiegen@hotmail.com)

Stewart School educates the incoming and current student and employees about sexual violence, violence prevention, and all relevant policies and procedures during all orientations held for new and current students at the onset of a class and at least annually.

In addition, Stewart School conducts new and current employee training on these topics at least annually. The Title IX Coordinator is responsible for training all current students and employees about Stewart School policies regarding sexual violence and for conducting the new student and employee training.

Stewart School engages in educational programming to prevent domestic violence, dating violence, sexual assault, and stalking. Educational programming consists of primary prevention and awareness programs for all incoming students and new employees and ongoing awareness and prevention campaigns for students and faculty that:

1. Identifies domestic violence, dating violence, sexual assault and stalking as prohibited conduct.
2. Defines what behavior constitutes domestic violence, dating violence, sexual assault, and stalking.
3. Defines what behavior and actions constitute consent to sexual activity:

Sexual intimacy requires that all participants consent to the activity. Consent between two or more people is defined as an affirmative agreement--through clear actions or words--to engage in sexual activity. The person giving the consent must act freely, voluntarily, and with an understanding of their actions when giving the consent. Lack of protest or resistance does not constitute consent, nor does silence mean consent has been given. Relying solely on nonverbal communication can lead to misunderstanding. Persons who want to engage in the sexual activity are responsible for obtaining consent--it should never be assumed. A prior relationship or prior sexual activity is not sufficient to demonstrate consent.

Consent must be present throughout the sexual activity--at any time, a participant can communicate that they no longer consent to continuing the activity. If there is confusion as to whether anyone has consented or continues to consent to sexual activity, it is essential that the participants stop the activity until the confusion can be clearly resolved.

The following people are unable to give consent:

- Persons who are asleep or unconscious
- Persons who are incapacitated due to the influence of drugs, alcohol, or medication (see "Resource Links" below for Iowa Code Section 709.1A, Incapacitation)
- Persons who are unable to communicate consent due to a mental or physical condition      Generally, minors under the age of 16.

4. Provides safe and positive options for bystander intervention that may be carried out by an individual to prevent harm or intervene when there is a risk of domestic violence, dating violence, sexual assault, or stalking against a person other than the bystander.

*When & How to Intervene*

Every situation is different and there is no universal response when intervening to prevent sexual violence. Safety is key in deciding when and how to respond to sexual violence. Every person must decide for

themselves the safest and most meaningful way to become an engaged bystander. Some ideas on how to maintain safety while being an engaged bystander:

- If you witness sexual violence, get support from people around you. You do not have to act alone. If you do not feel safe, contact the police.
  - When intervening, be respectful, direct and honest.
  - Group setting and sexual gestures made to a person in the group. Person becomes upset. An engaged bystander could tell the group to stop harassing the person or ask the person if they want to leave and tell an appropriate authority (Ex: Instructor or Supervisor.)
  - Group setting and a friend starts flirting with someone. The other person is not interested, but the friend will not leave them alone. An engaged bystander could approach the friend and start a conversation to distract them from the uninterested person.
5. Provides information on risk reduction so that students and employees may recognize warning signs of abusive behavior and how to avoid potential attacks. – See below Risk Reduction/Warning Signs of Abusive Behavior
  6. Provides an overview of information contained in the Annual Security Report in compliance with the Clery Act.

This educational campaign will consist of but not be limited to the distribution of educational materials to new students, participating in and presenting information and materials during student/employee orientation and through newsletters among other means of distribution through the year. The college also has a directory of services that are available to victims within the community to assist those who have suffered from a criminal act.  
Risk Reduction/Warning Signs of Abusive Behavior

No victim is ever to blame for being assaulted or abused. Unfortunately, a person who is the victim of sexual or dating violence is more likely to be re-victimized. Below are some tips to help reduce your risk, to recognize warnings signs of abusive behavior and how to avoid potential attacks.  
Warning Signs of Abusive Behavior

Domestic and dating abuse often escalates from threats and verbal abuse to violence. And, while physical injury may be the most obvious danger, the emotional and psychological consequences of domestic and dating violence are also severe. Warning signs of dating and domestic violence include:

1. Being afraid of your partner.
2. Constantly watching what you say to avoid a “blow up.”
3. Feelings of low self-worth and helplessness about your relationship.
4. Feeling isolated from family or friends because of your relationship.
5. Hiding bruises or other injuries from family or friends.
6. Being prevented from working, studying, going home, and/or using technology (including your cell phone.)
7. Being monitored by your partner at home, work, or school.
8. Being forced to do things you don’t want to do.

Help Reduce Your Risk and Avoid Potential Attacks

If you are being abused or suspect that someone you know is being abused, speak up or intervene.

1. Learn how to look for “red flags” in relationships so you can learn to avoid some of those characteristics in future partners.
2. Consider making a report with the College Administrator and ask for a “no contact” directive from the college to prevent future contact.
3. Consider getting a protective order or stay away order.
4. Learn more about what behaviors constitute dating and domestic violence, understand it is not your fault, and talk with friends and family members about ways you can be supported.
5. Trust your instincts—if something doesn’t feel right in a relationship, speak up or end it.

Sexual Assault Prevention (From Rape, Abuse and Incest National Network - RAINN)

\*\*Try not to leave your drink unattended.

\*\*Only drink from un-opened containers, or from drinks you have watched being made and poured.

- \*\*Cover your drink. It is easy to slip in a small pill even while you are holding your drink. Hold a cup with your hand over the top or choose drinks that are contained in a bottle and keep your thumb over the nozzle.
- \*\*If you feel extremely tired or drunk for no apparent reason, you may have been drugged.
- Find your friends and ask them to leave with you as soon as possible.
- \*\*If you suspect you have been drugged, go to a hospital and ask to be tested.
- \*\*Keep track of how many drinks you have had.
- \*\*Try to come and leave with a group of people you trust.
- \*\*Avoid giving out your personal information (phone number, where you live, etc.). If someone asks for your number, take his/her number instead of giving out yours.
- \*\*Traveling to and from campus and outside the campus building make sure your cell phone is easily accessible and fully charged.
- \*\*Take major, public paths rather than less populated shortcuts if walking to and from the college.
- \*\*Avoid dimly lit places and talk to the College Administrator if lights need to be installed in an area.
- \*\*Avoid putting music headphones in both ears so that you can be more aware of your surroundings, especially if you are walking alone.
- \*\*Carry a noisemaker on your keychain.
- \*\*Carry a small flashlight on your keychain.

Information regarding sexual discrimination, including sexual harassment or sexual violence, may also be reported by anyone to: U.S. Office for Civil Rights by email at [ocr@ed.gov](mailto:ocr@ed.gov) or at the addresses provided at the following website: <https://www.hhs.gov/civil-rights/filing-a-complaint/index.html>.

Stewart School's anti-harassment policy applies to all persons involved in the operation of the School and prohibits unlawful harassment by any employee of the School, as well as students, customers, vendors or anyone who does business with the School. It further extends to prohibit unlawful harassment by or against students. Any employee, student or contract worker who violates this policy will be subject to disciplinary action. To the extent a customer, vendor or other person with whom the School does business engages in unlawful harassment or discrimination, the School will take appropriate corrective action. As part of the Stewart School's commitment to providing a harassment-free working and learning environment, this policy shall be disseminated to the School community through publications, the School website, new employee orientations, student orientations, and other appropriate channels of communication. The School provides training to key staff members to enable the School to handle any allegations of sexual harassment or sexual violence promptly and effectively. All students and staff of Stewart School are expected to report incidents of sexual discrimination (including sexual harassment or sexual violence) to the Title IX Coordinator. The school will respond quickly to all reports, and will take appropriate action to prevent, to correct, and if necessary, to discipline behavior that violates this policy.

## **Definitions**

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

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

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

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

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

Stalking is behavior in which a person repeatedly engages in conduct directed at a specific person that places that person in reasonable fear of his or her safety or the safety of others. **"Cyber stalk"** means to engage in a course of

conduct to communicate, or to cause to be communicated, words, images, or language by or through the use of electronic mail or electronic communication, directed at a specific person, causing substantial emotional distress to that person and serving no legitimate purpose. A person, who willfully, maliciously, and repeatedly follows, harasses, or cyber stalks another person commits the offense of stalking, a misdemeanor of the first degree.

**Credible threat** means a verbal or nonverbal threat, or a combination of the two, including threats delivered by electronic communication or implied by a pattern of conduct, which places the person who is the target of the threat in reasonable fear for his or her safety, or the safety of his or her family members or individuals closely associated with the person, and which is made with the apparent ability to carry out the threat to cause such harm. It is not necessary to prove that the person making the threat had the intent to carry out the threat. Consent is informed, voluntary and revocable. Consent is an affirmative, unambiguous, and conscious decision by each participant to engage in mutually agreed-upon sexual activity. It must be given without coercion, force, threats, or intimidation. Consent must be ongoing throughout a sexual encounter and can be revoked at any time. Once consent is withdrawn, the sexual activity must stop immediately.

### **Prohibited Conduct**

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

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

Unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories. Sexual harassment is conduct based on sex, whether directed towards a person of the opposite or same sex, and may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", practical jokes, jokes about or displays of obscene printed or visual material, questions about sexual fantasies, preferences or history, and physical contact such as patting, pinching, or intentionally brushing against another person's body. Gender-based harassment, including acts of verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping are strictly prohibited, even if those acts do not involve conduct of a sexual nature.

### **Complaint/Grievance Procedure**

If you are a victim of sexual violence, including sexual harassment; to include dating violence, domestic violence, or stalking, your first priority should be to get to a place of safety. You should then obtain any necessary medical treatment. Information about the alleged offense should be provided to the Title IX Coordinator as soon as possible. Time is a critical factor for evidence collection and preservation.

Stewart School strongly advocates that a victim of sexual violence reports the incident to police in a timely manner and, if requested to do so by the victim, Stewart School's Title IX Coordinator will assist the victim in contacting the police. Filing a police report will not obligate the victim to prosecute, nor will it subject the victim to scrutiny or judgmental opinions from officers. The victim always has the right to decline to notify police of the incident.

If you believe that you have witnessed harassment or sexual violence, notify the Title IX Coordinator as soon as possible after the incident. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, student, vendor or other person who does business with the School is exempt from the prohibitions in this policy. All complaints will be reported to the Title IX Coordinator for student-related complaints as well as complaints that involve an employee. In order to facilitate the investigation, your complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. All complaints will be referred to the campus's Title IX Coordinator.

The School ensures that its employee(s) designated to serve as Title IX Coordinator(s) have adequate training on what constitutes sexual harassment, including sexual violence, and that they understand how the School's grievance procedures

operate. Because complaints could also be filed with an Instructor, these employees also receive training on the Stewart School's grievance procedures and other procedures used for investigating reports of sexual harassment.

Once the Title IX Coordinator receives a report of sexual violence, the Title IX coordinator will provide the individual making the report with written information regarding existing counseling, health, mental health, victim advocacy, legal assistance and other services available for victims in the community.

The Sioux Falls Police Department has jurisdiction over the city of Sioux Falls where Stewart School is located. Their contact information is:

320 W. 4<sup>th</sup> St

Sioux Falls, SD 57104

605-367-7272

**In an emergency dial 911!**

### **Grievance Process:**

- All parties will be given written notice of the allegations, an opportunity to select an advisor, and an opportunity to submit and review evidence throughout the investigation.
- All parties will be provided at least 10 days to inspect, review, and respond to all evidence directly related to the allegations prior to the completion of the investigative report.
- Trained Title IX personnel will objectively investigate all reports of sexual harassment.
- An investigative report will be created that summarizes the relevant evidence.
- All parties will be given at least 10 days to review and provide a written response to the investigative report.
- There will be a live hearing.
- A presumption of innocence will be given to the respondent during the grievance process and utilize **either** a preponderance of the evidence or a clear and convincing evidence standard in making findings. The institution will use the same standard for all formal complaints of sexual harassment.
- The burden of proof and the burden of gathering evidence will be on the institution, not the parties.
- The investigator is a different person than the final decision maker in a formal complaint.
- Inappropriate questioning about prior sexual history and protect the privacy of a party's medical, psychological, or similar treatment records is prohibited.
- A written determination with an analysis as to how the conclusion was reached will be provided.
- An opportunity to appeal a final determination will be offered. An appeal can be filed on the following bases: procedural irregularity, newly discovered evidence, and/or bias of the Title IX personnel that affected or could affect the outcome of the matter. A covered entity may also add other rights to appeal, so long as the other bases are available to all parties.
- Protection from retaliation for any individual that participates in a Title IX grievance process will be provided.
- All Title IX training materials are posted on the school's website.

Covered entities may, in their discretion, dismiss a formal complaint or allegations therein if the complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein, if the respondent is no longer enrolled or employed by the institution, or if specific circumstances prevent the institution from gathering evidence sufficient to reach a determination as to the formal complaint. Further, if the conduct alleged would not constitute sexual harassment under Title IX if proved, did not occur as part of an education program or activity, or did not occur in the United States, the institution must dismiss the formal complaint for the purposes of sexual harassment under Title IX, but the dismissal does not preclude the institution from taking action under its code of conduct or policies.

### **Investigation of Complaints**

In response to all complaints, Stewart School will conduct prompt and equitable resolution through a reliable and impartial investigation of complaints, including the opportunity for both parties to present evidence and witnesses at a live hearing (conducted in person or virtually). Cross-examination of the complaining and responding parties, as well as any witness, during a live hearing led by institution officials will be allowed. Cross-examination will be conducted by advisers for parties, including legal counsel, but not the parties themselves. If a party does not have an advisor present one will be provided a not cost. The time necessary to investigate will vary based on complexity but will generally be completed within sixty (60) days of receipt of the complaint. The school will provide evidence related to the allegations to parties and advisers at least 10 days prior to requiring a response, and parties will not be prohibited from speaking about the allegations. The School shall maintain confidentiality for all parties to the extent possible, but absolute confidentiality cannot be guaranteed. In cases where a student does not give consent for an investigation, the School will weigh the student's request for confidentiality against the

impact on School safety to determine whether an investigation must proceed. Complainants should be aware that in a formal investigation due process generally requires that the identity of the charging party and the substance of the complaint be revealed to the person charged with the alleged harassment.

The preponderance of the evidence standard will apply to investigations, meaning the School will evaluate whether it is more likely than not that the alleged conduct occurred. Both parties will receive written notice of the outcome of the complaint.

During the investigation, the School will provide interim measures, as necessary, to protect the safety and wellbeing of students and/or employees involved.

If the School determines that unlawful harassment or sexual violence has occurred, immediate appropriate corrective action will be taken in accordance with the circumstances involved, and the School will take steps to prevent the recurrence of any harassment or discrimination. Any employee determined by the School to be responsible for unlawful harassment or discrimination will be subject to appropriate disciplinary action, up to and including termination. Remedies for student-related claims may include, but are not limited to, an order to stay away, suspension or expulsion.

To initiate a criminal investigation, reports of sexual violence should be made to "911" or local law enforcement. The criminal process is separate from the School's disciplinary process. To the extent that an employee or contract worker is not satisfied with the School's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

### **Confidentiality**

Reports about sexual violence or other crimes may be provided informally and in confidence to Stewart School's Title IX Coordinator, who will make every attempt to maintain privacy of the information in accordance with your request and Family Educational Rights and Privacy Act of 1974 (FERPA) regulations unless Stewart School is under an obligation to disclose your identity to protect the safety of others. You will be informed if the school cannot maintain the requested confidentiality of the information.

Stewart School strongly encourages victims of sexual violence who do not want to report an incident to police, or file a complaint using the school institutional procedures, to report the incident to the Title IX Coordinator voluntarily and on a confidential basis, solely to permit the inclusion of that information in the school's annual crime statistics. With such information, the school can keep an accurate record of the number of similar incidents, determine where there is a pattern of crime about a particular location, method, or assailant, and alert the campus community to potential danger. Stewart School will make best efforts to maintain the privacy of that information and to comply with FERPA.

Stewart School is required to, and will, keep the identity of victims of sexual violence private in any public report of Clery Act crimes. Reporting to the institution will also enable the victim to receive protective measures. At the victim's request, the school will maintain as confidential any protective measures provided to the victim, to the extent that making such information confidential does not impair the ability of the institution to provide those protective measures. The victim will be informed by the institution if providing a protective measure may reveal the identity of the victim.

### **Sanctions and Protective Measures**

Sanctions that may be imposed by Stewart School include, but are not limited to:

- Written warning;
- Mandatory counseling;
- Mandatory education and training;
- Changes in academic or working arrangements;
- Revocation of certain campus privileges;
- Suspension; or
- Expulsion.

The school has flexibility in the type and range of sanctions to impose on the perpetrator depending on the severity of the incident. Stewart School has a process in place to ensure that sanctions imposed are consistent with sanctions imposed in past incidents of similar conduct and are not imposed unequally based on gender or gender identity.

Protective measures that the school may utilize to protect the complainant included, but are not limited to:

- Changes to academic situations;
- Ensuring the complainant and perpetrator do not share classes or clinic together;
- Arranging for the complainant to restart with a different class with no academic or financial penalty.

When determining what protective measures to establish, Stewart School will consider a number of factors including the specific needs and requests expressed by the complainant; the severity or pervasiveness of the conduct; any continuing effects on the complainant; whether the complainant and alleged perpetrator share the same class or clinical times.

### **Retaliation Prohibited**

The School will not retaliate against you for filing a complaint and will not tolerate retaliation by students or employees. If you believe you have been retaliated against, you should promptly notify your Title IX Coordinator.

### **Reporting Requirements**

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

### **Additional Information**

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

### **Rights and Options of Victims of Sexual Violence**

Within 24 hours of a Title IX Coordinator receiving a report of dating violence, domestic violence, sexual assault, or stalking, whether the offense occurred on or off campus, the institution will provide the student or employee with a written explanation of the student's or employee's rights and options. That notice will contain the following information:

This document outlines your rights under Title IX. You may have additional rights under other federal and state laws. Title IX of the Education Amendments of 1972 prohibits sex discrimination—which includes sexual violence—in educational programs and activities. All public and private schools, school districts, colleges, and universities receiving federal funds must comply with Title IX. If you have experienced sexual violence, here are some things you should know about your Title IX rights:

#### *Your School Must Respond Promptly and Effectively to Sexual Violence*

- You have the right to report the incident to your school, have your school investigate what happened, and have your complaint resolved promptly and equitably.
- You have the right to choose to report an incident of sexual violence to the school or local law enforcement, but a criminal investigation does not relieve your school of its duty under Title IX to respond promptly and effectively.
- Your school must adopt and publish procedures for resolving complaints of sex discrimination, including sexual violence. Your school may use student disciplinary procedures, but any procedures for sexual violence complaints must afford you a prompt and equitable resolution.
- Your school should ensure that you are aware of your Title IX rights and any available resources, such as victim advocacy, housing assistance, academic support, counseling, disability services, health and mental health services, and legal assistance.
- Your school must designate a Title IX coordinator and make sure all students and employees know how to contact him or her. The Title IX coordinator should also be available to meet with you.
- All students are protected by Title IX, regardless of whether they have a disability, are international or undocumented, and regardless of their sexual orientation and gender identity.

#### *Your School Must Provide Interim Measures as Necessary*

- Your school must protect you as necessary, even before it completes any investigation. Your school should start doing this promptly once the incident is reported.
- Once you tell your school about an incident of sexual violence, you have the right to receive some immediate help, such as changing classes. When taking these measures, your school should minimize the burden on you.

- You have the right to report any retaliation by school employees, the alleged perpetrator, and other students, and your school should take strong responsive action if this occurs.

*Your School Should Make Known Where You Can Find Confidential Support Services*

- Your school should clearly identify where you can go to talk to someone confidentially and who can provide services like advocacy, counseling, or academic support. Some people, such as counselors or victim advocates, can talk to you in confidence without triggering a school's investigation. Because different employees have different reporting obligations when they find out about sexual violence involving students, your school should clearly explain the reporting obligations of all school employees.
- Even if you do not specifically ask for confidentiality, your school should only disclose information to individuals who are responsible for handling the school's response to sexual violence. Your school should consult with you about how to best protect your safety and privacy.

*Your School Must Conduct an Adequate, Reliable, and Impartial Investigation*

- You have the right to be notified of the time frames for all major stages of the investigation.
  - You have the right to present witnesses and evidence.
  - If the alleged perpetrator is allowed to have a lawyer, you have the right to have one too.
  - Your school must resolve your complaint based on what they think is more likely than not to have happened (this is called a preponderance-of-the-evidence standard of proof). Your school cannot use a higher standard of proof.
  - You have the right to be notified in writing of the outcome of your complaint and any appeal, including any sanctions that directly relate to you.
- If your school provides for an appeal process, it must be equally available for both parties.
- You have the right to have any proceedings documented, which may include written findings of fact, transcripts, or audio recordings.
  - You have the right not to "work it out" with the alleged perpetrator in mediation. Mediation is not appropriate in cases involving sexual violence.

*Your School Must Provide Remedies as Necessary*

- If an investigation reveals that sexual violence created a hostile environment, your school must take prompt and effective steps reasonably calculated to end the sexual violence, eliminate the hostile environment, prevent its recurrence, and, as appropriate, remedy its effects.
- Appropriate remedies will generally include disciplinary action against the perpetrator but may also include remedies to help you get your education back on track (like academic support, retaking a class without penalty, and counseling). These remedies are in addition to any interim measures you received.
- Your school may also have to provide remedies for the broader student population (such as training) or change its services or policies to prevent such incidents from repeating.
- If you want to learn more about your rights, or if you believe that your school is violating federal law, you may contact the U.S. Department of Education, Office for Civil Rights, at (800) 421-3481 or (800) 421-3481 or ocr@ed.gov. If you wish to fill out a complaint form online, you may do so at <http://www.ed.gov/ocr/complaintintro.html>.

*Resources Available in the Community*

- South Dakota Network Against Family Violence and Sexual Assault <https://sdnafvsa.com/home/>
- National Alliance to End Sexual Violence <https://endsexualviolence.org/>
- Rape, Abuse & Incest National Network <https://www.rainn.org/get-help>
- Sexual Assault Hotline: 800-656-4673

**Vaccine Policy:**

Stewart School does not require vaccines for students.

**IV Student Services**

Stewart School's School Director and Academic Director are available at any time to discuss issues students may have which may affect their education, from educational progress to personal issues, to financial problems. If we cannot help, we will refer students on too specific outside resources appropriate to the circumstance. Our goal is for every student to graduate. We keep close track of educational and attendance problems and address issues with students before falling below requirements,



arranging reasonable accommodations for tutoring and other help as requested/needed. We offer information on budgeting and personal financial skills through our financial aid department and ongoing training.

Our advancement progress and satisfactory progress policy, complaint procedure, and other non-educational offerings of Stewart School are described throughout this Catalog.

**Housing/Transportation:**

Stewart School does not provide housing or transportation for enrolled students; however, there are rental facilities in the area to serve the student population, and our admissions department will help in this regard upon request.

**Institutional Assessment and Improvement Plan:** Stewart School's plan of ongoing assessment and completed/planned improvements is a working document and will be made available upon in-person request to any employee, student, or prospective student.

**Parking:**

Stewart School has free street parking for students. The street borders the school and is well lit at night. Stewart School encourages students to go to their vehicles in pairs, to never walk alone at night.

**Student Safety:**

Stewart School also provides speakers and programs for students on topics of rape awareness, physical and domestic abuse, drug and alcohol abuse and self-defense. These classes are made available during the student's regular schedule, and they are required to attend at least one per academic year. To further protect our students, the school does not disclose full names, attendance status, or schedules of students. We also encourage students not to share their full name, schedule, or any other personal information with clients. We encourage students to report any suspicious or dangerous activity to the Director immediately, including any domestic issues that have even a remote chance of causing issues on campus. We also encourage students to leave building in groups after dark.

**Licensing:**

Information regarding professional licensure and reciprocity is available to the student upon request.

**Student Records:**

Student records are on file in the school administrative office. A permanent student record includes, at a minimum, student transcript, program of study, program hours and grades. To obtain copies of their transcript, students must send \$10.00 with a written request. The student's account must be paid in full prior to release of the transcript. The student is given a transcript upon graduation.

**FERPA Notification of Rights**

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 at any age.) These rights include:

- The right to inspect and review the student's education records within 45 days after the day School receives a request for access. The student should submit to the School Director, Financial Aid Office or registrar a written request that identifies the record(s) the student wishes to inspect. 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.
- 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 Stewart School decides not to amend the record as requested, we 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.

- All student records are on file in the school administrative office. A permanent student record includes, at a minimum, records of date of entry and departure, program of study, course credits, hours and grades.
- Stewart School provides privacy and protection concerning information in student files in accordance with The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). This is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.
- **Information Release:** It is the policy of Stewart School that parents/spouses/legal guardians/references of our students may be contacted concerning progress reports, attendance records, policy abuse, job placement, loan repayment and/or other information that may affect the student professional development, as deemed necessary by the college. This includes release of personal information and loan status to a third-party loan service for default prevention. Students assign permission to this effect by signing the enrollment agreement.

*Note: An adult student may (in writing) retract or deny permission of this notification per FERPA. (Family Educational Rights and Privacy Act.)*

- 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.
- Stewart School 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 typically includes a person employed by Stewart School in an administrative, supervisory, academic, or support staff position (including law enforcement personnel); or a student serving on an official committee, such as a disciplinary or grievance committee. A school official also may include a volunteer or contractor outside of the School who performs an institutional service of 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 typically 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.

FERPA requires a school to make a reasonable attempt to notify each student of these disclosures unless the institution states in its annual notification that it intends to forward records on request, or the disclosure is initiated by the student.

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

**Directory Information:** FERPA) requires that the school, with certain exceptions, obtain student written consent prior to the disclosure of personally identifiable information from education records. However, the school may disclose appropriately designated "directory information" without written or authorized electronic consent, unless you have advised the school to the contrary in accordance with school procedures. Stewart School has designated the following information as directory information:

- student's name
- address
- telephone number
- email address
- date and place of birth
- program of study
- honors and awards
- dates of attendance.
- enrollment status

Requests to have directory information about you withheld should be submitted in writing to the school's Admissions Director, Katie VanBallegooyen.

See the list below of the disclosures that postsecondary institutions may make without consent.

A postsecondary institution may disclose PII from the education records without obtaining prior written consent of the student —

- To other school officials, including teachers, within the school whom 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, provided that the conditions listed in § 99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(3) are met. (§ 99.31(a)(1))
- 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 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))

#### **Placement Assistance:**

While Stewart School does not guarantee placement, we do work hand in hand with the area salons to assist students in finding employment. Salon managers come into the school monthly to do presentations with the student body. This builds strong contacts for job opportunities after the student has completed the program. A bulletin board with job postings is maintained for the students' benefit. Employment is discussed throughout our training, at evaluation periods, advising/mentoring sessions, and one-on-one with our Student Services Coordinator when students approach graduation.

#### **Voter Registration Forms**

Voter Registration Forms are offered to students during orientation and monthly during mentor meetings. As well they are readily available in our Admissions office.

#### **Special Situation Requests:**

We realize that there are times that students have uncontrollable circumstances in their lives as well as planned blessings; i.e. a new baby. The school will work with each student's individual circumstance as needed. The student will write a request and give it to the School Director. The School Director will meet with the Administrative team (and student leadership if needed) and get back to the student with a written plan of action within one week of receiving the request.

#### **Students with Disabilities:**

While there are specific physical requirements for those wishing to become a Cosmetologist (i.e. minor lifting, standing for long periods, hand and finger dexterity), Stewart School will make reasonable accommodations for students with disabilities on a case-by-case basis. Stewart School and The South Dakota Cosmetology Commission require current documentation from a licensed physician or other professional in the field related to applicant's disability if testing accommodations are requested (official forms are available at the school). Stewart school requires applicants to request specific accommodations, in writing, at least 30 days before planned class start. If request is reasonable and required documentation is provided, the school will

provide requested accommodations. Our building requires no stairs to access the entire student area. Bathrooms and classrooms are handicap accessible. Request for accommodations forms are available from our 504 Coordinator/School Director, Angela Taylor.

### **Student Benefits:**

Students receive many benefits while attending Stewart School:

- Students may qualify for free personal services within their scope of practice up to once a month and earn rewards based on attendance and other performance indicators for free products and services. Please see Student Salon Director for guidelines. Students who are on a leave of absence will not receive discounted services while on leave and will not get rewards for the month the leave was in.
- Students may receive ½ price services within their scope of practice between 9 am – 4 pm Tuesday through Friday, if they are not scheduled to attend classes. Cosmetology Freshman Students may receive ½ price services (within their scope of practice) one time while in the Freshman class, outside of these hour guidelines.
- Cosmetology student's may pick two people of their choice to receive haircuts and styles at no charge and receive all other services at 50% off the total cost of the full price service (within their student's scope of practice). The discount is not included on extra batch product or retail products. Esthetics, Massage and Nail Technology students may pick two people of their choice to receive 50% services with them (in their training scope of practice) **The two people's names will be giving to Admission during orientation and cannot change during enrollment.**
- Students receive a 30% discount on all full price retail products within their scope of practice (excluding some specially priced items and tools).
- High speed internet access.

### **Staff Listing:**

#### **Administration**

Matthew Fiegen Owner [fiegen@hotmail.com](mailto:fiegen@hotmail.com)

Angela Taylor School Director [angela.taylor@stewartschool.com](mailto:angela.taylor@stewartschool.com)

Kaylah Lightfoot Financial Aid Director [financialaid@stewartschool.com](mailto:financialaid@stewartschool.com)

Katie VanBallegooyen Admissions Director [dowhatyoulove@stewartschool.com](mailto:dowhatyoulove@stewartschool.com)

Danielle Bouwman Academic Director [academicdirector@stewartchool.com](mailto:academicdirector@stewartchool.com)

Angi Marso Student Services & Career Services [lovehowyoulook@stewartschool.com](mailto:lovehowyoulook@stewartschool.com)

#### **Instructors**

Lyndsey Braunesreither; Cosmetology

Danielle Bouwman; Cosmetology

Gabrielle Chase; Cosmetology

Amanda Doyle; Cosmetology

Derik Hai; Massage Therapy

Haley Hohn; Cosmetology

Madaline Knutson; Cosmetology

Angi Marso; Cosmetology

Karma Sanner; Cosmetology

Angela Taylor; Cosmetology

Katie VanBallegooyen; Cosmetology

Riley Walsh; Cosmetology

Kim Anderson; Cosmetology

*Stewart School reserves the right to update rules and policies at any time.*