

Fernandez Barber College



CATALOG

January 1, 2023 - January 30, 2024

3099 West Shaw Avenue, Suite 104,
Fresno, CA 93711 (559) 472-7210

Website: WWW.fernandezbarbercollege.com

Board School code: #22014 BPPE School code: #81066671

Fernandez Barber College

Mission and Objectives Statement

The mission of Fernandez Barber College is to educate students who wish to learn the art of barbering, pass the state Board of Barbering exam and have a long life career and positive impact in the growing profession of barbering. We want every student to attain their barber license, and continue mastering and perfecting their craft. We will provide a learning environment for them to understand what it is to be a professional and successful barber. We will teach them to thrive and develop the social and physical skills needed to be a positive hard-working professional in the community they will serve. We will offer the best education possible. Their success will be our success.

The prime objectives for Fernandez Barber College will be to teach the practical and theory class of instruction. We will use the classroom to teach and study the theory of barbering in support of the knowledge of the industry. Students will be taught the techniques of Haircutting, Shaves, Facials , Perms, Hair coloring, Health and safety, Sanitation, and Shop Management. We will also support the theory by the use of textbooks, videos, visual training sessions, guest speakers, live demos, and hands-on practice. The students will then apply what they have learned in the classroom, on real customers on the practice floor/lab. This will give the students an idea of a real barbershop environment, which will give them confidence to be the best barber they can be and to master the art of barbering. We will show students the proper way to be a successful professional in the barbering industry. Students will also be motivated to pursue a continuing education to support their knowledge and skills and to keep apace of developments in the industry.

All instruction at the Fernandez Barber College will consist of in-residence instruction, that is one-on-one highly individualized instruction. There will be no distance learning.

APPROVAL DISCLOSURE STATEMENT

Fernandez Barber College (School Code # 81066671) is a private institution and is approved and licensed to operate by the Bureau for Private Postsecondary Education P.O. Box 980818 West Sacramento, CA 95798, pursuant to the California Private Postsecondary Education Act of 2009 (California Education Code Section 94800).

The Bureau's approval means that the institution and its operation complies with the minimum standards established under the law for occupational instruction by private post-secondary educational institutions, and does not imply any endorsement or recommendation by the State or by the Bureau. Institutional approval must be periodically re-approved and is subject to continuing review.

QUESTIONS REGARDING THIS CATALOG

Any questions a student may have regarding this catalog that have not been satisfactorily answered by the institution may be directed to the Bureau for Private Postsecondary Education at 1747 North Market, Suite 225, Sacramento, CA 95834, P.O. Box 980818, West Sacramento, CA 95798-0818.

Website Address: www.bppe.ca.gov

Telephone and Fax #'s: (888) 370-7589 or by fax (916) 263-1897; (916) 574-8900.

FACULTY QUALIFICATIONS

Mr. David Fernandez, the owner, CEO/Director, will be the qualified instructor. He is a licensed barber in California and has owned and operated his own barbershop for approximately nine years. He will provide highly individualized instruction for his students, virtually one-on-one instruction.

Mr. Fernandez has been the owner of the well-established Fernandez Barber Shop since 2012. His shop averages an overall rating in reviews of 4.8 out of 5. He is bilingual in Spanish and English. He has served as a licensed barber in other establishments. He also had an apprentice and trained him in barbering. He graduated from the Lubbock Hair Academy in Lubbock, Texas in 2010. He has been licensed for over 11 years. He has also attended American River College in Sacramento, California.

Mr. Emilio DeLaRosa is an additional instructor for FBC. Mr. DeLaRosa is a licensed barber in the State of California. He has been a licensed barber for over 23 years. He has owned his own barbershop for over 7 years. He was educated in barbering at Molars Barber College, having completed the course in barbering in the required ten-month period. Mr. DeLaRosa has been successful in the barbering industry, and enjoys teaching others what he has learned throughout the years in barbering.

Mr. Xavier Cordova is an additional instructor for FBC. Mr. Cordova is a licensed barber in the State of California. He has been a licensed barber for over 16 years. He has teaching experience in Barbering, and enjoys working with individuals that are willing to learn. He was educated in barbering at Molars Barber College, having completed the course in barbering in the required ten-month period. Mr. Cordova enjoys a high percentage of returning clientele.

Mrs. Veronica Nekola is our School Administrator. She attended Lawrence & Company College of Cosmetology and San Joaquin Valley College where she became licensed and obtained her Associates Degree. She has been a Cosmetologist for nearly 20 years. She was a Salon Manager for 4 years at a company where she spent 15 years at. She enjoys supervising and guiding our students when she can.

ADMISSION REQUIREMENTS

Fernandez Barber College will admit those applicants possessing proof of graduation from high school in the U.S. or Canada.

Fernandez Barber College (FBC) will admit an applicant on the basis of passing an Ability to Benefit exam.

Fernandez Barber College (FBC) will accept challenge exam or achievement test students for admission.

FBC will permit a transfer of credit earned from another approved or accredited California institution as long as the student took the course prescribed by the California Board of Barbering and Cosmetology within the last three years. No more than fifty percent (50%) of the credits required to complete the course at FBC can be transferred in.

FBC will not provide and ESL instruction. All instruction and documents will be in English only. Students whose first language is not English will be required to take the Test of English as a Foreign Language. A minimum acceptable equivalent test score suitable for admission will be 550 on TOEFL Paper or 79 on the TOEFL iBT.

Fernandez Barber College will not accept experiential learning credits for purposes of admission or for any other purpose.

FBC will vouch for student status for students residing in other countries. There will be no charge for this service.

No visa services are provided by FBC.

All instruction and texts and workbooks will be in the English language.

FINANCIAL AID

Because the Fernandez Barber College (FBC) is not yet accredited, its students will not be eligible for low cost federally insured student loans. However, the school will permit some installment payments on the required tuition and expenses as described and under the terms in the enrollment agreement.

FBC will offer student loans based on financial need. These loans will be generated by the institution and awarded at the discretion of the school.

The enrollment agreement provides disclosures regarding installment loans.

TRANSFER OF CLOCK HOURS FOR ADMISSION

FBC will permit a transfer of credit earned from another approved or accredited California institution as long as the student took the course prescribed by the California Board of Barbering and Cosmetology within the last three years. No more than fifty percent (50%) of the credits required to complete the course at FBC can be transferred in.

TRANSFER OR ARTICULATION AGREEMENTS

FBC does not presently have any transfer or articulation agreements with any other institutions.

Licensure Requirements

Students will have to provide Proof of Training for 1,000 hours course in barbering. Student must be 17 years of age or older, Have any valid ID/Drivers License. Barbers will have to be licensed to practice their profession. Graduates will have to apply to the California Board of Barbering and Cosmetology in order to be admitted to take the licensing exam. The Board should be contacted for further instructions or their website may be visited at www.barbercosmo.ca.gov.

DESCRIPTION OF PROGRAMS OF INSTRUCTION

The curriculum requirements are as follows:

B & P Code § 7362.5 (a): Curriculum for Barbering Course

(a) The curriculum for students enrolled in a barbering course shall consist of one thousand (1000) hours of technical instruction and practical training covering all practices of a barber pursuant to Section 7362.5(b) of the Barbering and Cosmetology Act.

(b) For the purpose of this section, technical instruction shall mean instruction by demonstration, lecture, classroom participation, or examination; practical operations shall mean the actual performance by the student of a complete service on another person or on a mannequin. Practical training shall mean the time it takes to perform a practical operation. Technical instruction and practical training shall include the following hours:

(1) 1000 Hours of Technical Instruction and Practical Training in Hair Dressing

The required subjects of instruction in Hair Dressing shall be completed with the minimum hours of technical instruction and practical operations for each subject matter as follows:

Hairstyling Services (60 hours of Technical Instruction and 140 hours Practical Operations):

The subject of Hairstyling shall include, but is not limited to, the following techniques and procedures: Including instruction on arranging, blow drying, cleansing, curling, dressing, hair analysis, shampooing, waving, and non chemical straightening, and hair cutting, including the use of shears, razors, electrical clippers and trimmers, and thinning shears, for wet and dry cutting.

Chemical Hair Services (120 hours of Technical Instruction and 80 hours Practical Operations): The subject of Chemical Services shall include, but is not limited to, the following techniques and procedures: Including instruction on coloring, straightening, waving, bleaching, hair analysis, predisposition and strand tests, safety precautions, formula mixing, and the use of dye removers.

Disinfection and Sanitation (70 hours of Technical Instruction and 30 hours of Practical Operations):

The subject of Disinfection and Sanitation shall include, but is not limited to the following techniques and procedures: Including instruction on disinfection procedures to protect the health and safety of consumers as well as the technician and proper disinfection procedures for equipment used in establishments.

Shaving and Trimming of the Beard (100 hours of Technical instruction and 100 hours of Practical Operations):

Hours of Technical Instruction and Practical Training in Shaving The required subjects of instruction in Shaving shall be completed with the minimum hours of technical instruction and practical operations for each subject-matter. The subject of Preparation and Performance shall include, but is not limited to the following techniques and procedures: Including instruction on preparing the client's hair for shaving, assessing the condition of the client's skin, performing shaving techniques, applying aftershave antiseptic following facial services, and massaging the face and rolling cream massages.

Health and Safety (70 hours of Technical Instruction):

Including instruction on hazardous substances, chemical safety, safety data sheets, protection from hazardous chemicals, preventing chemical injuries, health and safety laws and regulations, and preventing communicable diseases.

Board Approved Health & Safety Course(B&P 7389(a)): (30 hours of Technical Instruction):

Including instruction on hazardous substances, basic labor laws, and physical and sexual assault awareness.

Once the minimum required (800 hours) have been met, FBC will determine what subject(s) they will allocate additional hours to meet the 1000-hour requirement for the course.

The typical occupation for graduates of the Fernandez Barber College is that of a barber. The Standard Occupational Code (SOC) for Barbers is 39-5011.

The last 3 weeks of the program will comprise review weeks. Each of the first two weeks will have a forty-question quiz at the end of each week. The third and final review week will have a final 100-question exam at the end.

PARTICIPATION IN FEDERAL OR STATE FINANCIAL AID PROGRAMS

FBC is a new institution. It does not currently participate in any Federal or State Financial Aid programs in the United States.

ATTENDANCE

Students must maintain good attendance. The FBC Course in Barbering is scheduled to be instructed over a seven-day week. If a student is absent without an acceptable excuse for a period of three weeks or 18 (eighteen) days, they will be dismissed from the program.

STUDENT TRANSFERS

FBC will not accept any credits in transfer from another approved or accredited institution unless that student has been in a California Board of Barbering and Cosmetology approved curriculum within the last three years prior to admission. The maximum credit allowed in transfer will be 50% of the program hours.

PROBATION AND TERMINATION

Students must maintain a ratio of passing a minimum of 80% of assignments in order to graduate from the program. A student who fails to achieve this ratio after 6 weeks will be placed on academic probation. A student on academic probation must meet with an advisor or instructor to develop an academic improvement plan that defines a strategy for the student to return to a 80% pass/fail ratio and to monitor academic progress. Failure to meet this ratio consistently over a period of three months will result in the student being dismissed from the program.

The purpose of academic probation is to bring to light areas where student performance is sub-standard and develop a strategy that will assist in successfully completing the program. Further lack of attention to classwork, homework, projects, or participation while on academic probation may be grounds for termination from the program.

Students may be placed on probation or dismissed from the program for failure to meet academic requirements, inappropriate conduct (as described below in the code of conduct), or failure to meet financial obligations to the school.

LEAVE OF ABSENCE

A student enrolled in the program may request a Leave of Absence (LOA) of up to 30 (thirty) days. The request must be in writing and must be approved by the CEO/ Director of FBC.

Students will be expected to verify the reasons for making an LOA request before the leave will be approved. A Leave of Absence will be considered for the following reasons:

- Financial Hardship
- Family Emergency (death in the family, hospitalization, other traumatic event)
- Health Concerns

In order to be eligible for a leave of absence, students requesting a LOA are responsible for completing their tuition payments for the current Program. The ability to return at a specific time is subject to availability.

Failure to contact the school and/or return within the agreed upon and specified time may result in termination from the program, at the discretion of the Chief Academic Officer

STUDENT GRIEVANCE PROCESS

Although a student can file a complaint about a school at any time with the Bureau for Private Postsecondary Education (see Bureau address and phone numbers below), a student who has a concern, complaint, or grievance should attempt to resolve the issue in an appropriate and professional manner by speaking with the instructor, staff member, or student in person, by email, or by telephone. If the concern, complaint, or grievance is not resolved satisfactorily, the student may contact the Chief Academic Officer at the school in person, by email or by telephone for assistance.

The Chief Academic Officer will contact the appropriate parties, investigate the complaint, and direct appropriate action to resolve the issue(s).

A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by calling (888) 370-7589 toll-free or by completing a complaint form, which can be obtained on the bureau's internet website at www.bppe.ca.gov.

A student may file a complaint with the: Bureau for Private Postsecondary Education (BPPE).

Complaints may be directed to the following address or phone numbers:

The Bureau for Private Postsecondary Education,
Physical Address: 1747 North Market, Suite 225, Sacramento, CA 95834
Mailing Address: P.O. Box 980818, West Sacramento, CA 95798-0818
Phone Number: (916) 574-8900
Toll Free: (888) 370-7589, Fax Number: (916) 263-1897, www.bppe.ca.gov

STUDENT CONDUCT

FBC has established a Student Code of Conduct in order to maintain an educational environment reflective of the standards of a professional workplace. Students are expected to abide by this code as well as all local, state, and federal laws, both on campus, at school sponsored activities off- campus, and at the school.

Behave in a professional and appropriate manner at all times.

Be respectful and courteous to faculty, staff, and classmates.

Participate in all classes.

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Arrive early and stay until class ends.

Be prepared with all required supplies and equipment.

Complete and turn in coursework, projects, and assignments on time.

Notify the instructor in advance if you are unable to participate or need help.

Maintain Satisfactory Academic Progress by keeping an average of 80% pass to fail ratio or higher.

This list of examples is not intended to be all-inclusive. FBC reserves the right to act in the best interest of the students, faculty and staff and may deem actions committed by a student to be a conduct violation although the action does not appear on a list of examples. A student who violates this Code of Conduct will face disciplinary action up to and including dismissal from the program.

POLICY ON SEXUAL HARASSMENT

FBC is committed to providing a place of work and study free from sexual harassment and all forms of sexual intimidation and exploitation. Any student, staff person, or faculty member engaging in such behavior will face prompt and appropriate corrective action.

All forms of sexual harassment in the workplace are against the law and will not be tolerated, including, but not limited to, unwelcome sexual advances; requests for sexual favors; physical conduct of a sexual nature; sexual pranks, repeated sexual teasing, jokes or innuendo, in person or via text, email or other online communication; verbal abuse of a sexual nature; touching or grabbing of a sexual nature; repeatedly standing too close; and repeated asking another person to socialize off-campus.

If you feel that you are the victim of sexual harassment, contact the CEO/Director or staff at your earliest opportunity.

DRUG AND ALCOHOL POLICY

Absolutely no drugs or alcohol are allowed when participating in the FBC program at any time. Students found to be under the influence of drugs or alcohol or engaged in the unauthorized use or distribution of drugs or alcoholic beverages are subject to disciplinary action up to and including dismissal from the program. There may also be legal implications for students in violation of the drug and alcohol policy.

HOUSING

FBC offers in residence instruction only. It is a highly personalized program. It does not have any dormitory facilities or housing arrangements, but there are a significant number of apartments in the area of the school that range from \$700 to \$1,200 per month depending upon the specific arrangements a student may make. An individual room in a residence ranges from \$400 to \$500 per month. FBC assumes no responsibility to find or assist a student in finding housing. Any housing needs are the sole responsibility of the student.

STUDENT SERVICES

FBC will provide students with possible leads for potential employment, job search strategies and references.

FBC hopes to provide basic job placement assistance of the following types within the first year after actually providing instruction:

- Weekly Exam preparation
- Access to FBC Quizlet Study Classroom
- Resume writing
- Basic interviewing techniques
- Posting employment agency contact information
- Posting various job openings through agencies/businesses with whom the school may have an ongoing relationship or other postings that come to the attention of the school.

Under no circumstances will FBC promise or guarantee jobs to graduates. Graduates will have to take and pass their licensing exam to work as a properly qualified and licensed barber.

LEARNING RESOURCES

The standard Milady's for Barbering published by Milady June 14, 2016 are being offered through our program CIMA by Milady. The E-book and Cima by Milady program will be an Online learning resource specifically used by students for a course in Barbering. This Online program will be provided by FBC once enrolled. They will receive their own password and access on the first day of attendance.

The instruction is all in-residence, and the cost for the textbooks is included in the overall tuition fee for the program.

These are the prescribed texts for the course according to law and regulation of the California Board of Barbering and Cosmetology.

PLACEMENT SERVICES

FBC will provide students with possible leads for potential employment, job search strategies and references.

FBC hopes to provide basic job placement assistance of the following types within the first year after actually providing instruction:

- Resume writing
- Basic interviewing techniques
- Posting employment agency contact information

- Posting various job openings through agencies/businesses with whom the school may have an ongoing relationship or other postings that come to the attention of the school.

Under no circumstances will FBC promise or guarantee jobs to graduates. Graduates will have to take and pass their licensing exam to work as a properly qualified and licensed barber.

REVIEW BEFORE SIGNING

As a prospective student, you are encouraged to review this catalog prior to signing an enrollment agreement. You are also encouraged to review the School Performance Fact Sheet, which must be provided to you prior to signing an enrollment agreement.

ACCREDITATION

Neither FBC nor any of its courses are at present accredited by an accrediting agency recognized by the U.S. Department of Education. FCB does not offer degree programs as of this date. But it is important to note that a degree program that is unaccredited or a degree from an unaccredited institution is not recognized for some employment positions, including, but not limited to , positions with the State of California.

STATEMENT REGARDING BANKRUPTCY

FBC does not have a pending petition in bankruptcy, is not operating as a debtor in possession, has not filed a petition within the preceding five years, and has not had a petition in bankruptcy filed against it within the preceding five years that resulted in reorganization under Chapter 11 of the United States Bankruptcy Code (11 U.S.C. Section 1101, et. seq.)

TOTAL STUDENT CHARGES AND FEES:

Registration Fee	\$ 100.00 This fee is Non-Refundable.
STRF Fee	Currently \$ 2.50 of institutional charges. This fee is Non-Refundable. This fee is included in the tuition for each program when applicable, and may change in the future.
Returned Checks Fee	\$40.00
Penalty Fee for Late Payment	A late charge will apply only to those students on a payment plan, and if a payment is ten or more days late. It will be the lessor of 5% of the amount due that month or \$10 or the maximum allowed by law.
Tool Kit	\$450.00 This Fee is included in the Tuition Charge.

Uniform Fee	\$55.00 This Fee is included in the Tuition Charge.
Milady Cima / E-book/ Study Materials \$300	These are included in the Tuition Charge.

TUITION AND TOTAL PROGRAM CHARGE:

The total estimated charges for the program offered is as follows:

Full-time Course in Barbering	\$8,645
Part-time Course in Barbering	\$9, 645

Therefore the total cost for the Full-time Course in Barbering will be **\$ 9,550** .

Therefore the total cost for the Part-time Course in Barbering will be **\$ 10,550** .

You are responsible for these amounts. If you get a student loan, you are responsible for repaying the loan amount plus any interest, less the amount of any determined refund.

A student is responsible for these amounts. If you get a student loan, you are responsible for repaying the loan amount plus any interest, less the amount of any determined refund. If the student receives any federal student financial aid funds, the student is entitled to a refund of the moneys not paid from federal financial aid funds.

The total charges for a period of attendance are the same as the schedule of total charges for the entire program.

STUDENT TUITION RECOVERY FUND (STRF) FEES:

The State of California established the Student Tuition Recovery Fund (STRF) to relieve or mitigate economic loss suffered by a student in an educational program at a qualifying institution, who is or was a California resident while enrolled, or was enrolled in a residency program, if the student enrolled in the institution, prepaid tuition, and suffered an economic loss. Unless relieved of the obligation to do so, you must pay the state-imposed assessment for the STRF, or it must be paid on your behalf, if you are a student in an

educational program, who is a California resident, or are enrolled in a residency program, and prepay all or part of your tuition.

You are not eligible for protection from the STRF and you are not required to pay the STRF assessment, if you are not a California resident, or are not enrolled in a residency program.

It is important that you keep copies of your enrollment agreement, financial aid documents, receipts, or any other information that documents the amount paid to the school. Questions regarding the STRF may be directed to the Bureau for Private Postsecondary Education, 1747 North Market, Suite 225, Sacramento, CA 95834, (916) 574-8900, or (888) 370-7589.

To be eligible for STRF, you must be a California resident or enrolled in a residency program, prepaid tuition, paid or deemed to have paid the STRF assessment, and suffered an economic loss as a result of any of the following:

1. The institution, a location of the institution, or an educational program offered by the institution was closed or discontinued, and you did not choose to participate in a teach-out plan approved by the Bureau or did not complete a chosen teach-out plan approved by the Bureau.
2. You were enrolled at an institution or a location of the institution within the 120-day period before the closure of the institution or location of the institution, or were enrolled in an educational program within the 120-day period before the program was discontinued.
3. You were enrolled at an institution or a location of the institution more than 120 days before the closure of the institution or location of the institution, in an educational program offered by the institution as to which the Bureau determined there was a significant decline in the quality or value of the program more than 120 days before closure.
4. The institution has been ordered to pay a refund by the Bureau but has failed to do so.
5. The institution has failed to pay or reimburse loan proceeds under a federal student loan program as required by law, or has failed to pay or reimburse proceeds received by the institution in excess of tuition and other costs.
6. You have been awarded restitution, a refund, or other monetary award by an arbitrator or court, based on a violation of this chapter by an institution or representative of an institution, but have been unable to collect the award from the institution.
7. You sought legal counsel that resulted in the cancellation of one or more of your student loans and have an invoice for services rendered and evidence of the cancellation of the student loan or loans.

To qualify for STRF reimbursement, the application must be received within four (4) years from the date of the action or event that made the student eligible for recovery from STRF.

A student whose loan is revived by a loan holder or debt collector after a period of non-collection may, at any time, file a written application for recovery from STRF for the debt that would have otherwise been eligible for recovery. If it has been more than four (4) years since the action or event that made the student eligible, the student must have filed a written application for recovery within the original four (4) year period, unless the period has been extended by another act of law.

However, no claim can be paid to any student without a social security number or a taxpayer identification number.

STUDENT'S RIGHT TO CANCEL

Any student has the right to cancel this enrollment agreement and obtain a refund of charges paid through attendance at the first class session, or the seventh day after enrollment, whichever is later.

When providing written notice of cancellation, please send to: Chief Academic Officer, Fernandez Barber College, 3099 West Shaw Avenue, Suite 104, Fresno, CA 93711. Phone Number (559) 325 - 4737. Cancellation may also occur if you have not attended class for a period of three weeks or eighteen (18) days. If you cancel this Agreement, the school will refund any money that you paid, less any non-refundable charges and deduction for text materials not timely returned in like-new condition, within forty-five days after your Notice of Cancellation is received.

REFUND POLICY

The institutional refund policy for students who have completed 60 percent or less of the course of instruction, and who have not cancelled as explained above, shall be a pro-rata refund.

You are obligated to pay only for educational services received and for unreturned equipment or materials. The refund shall be the amount you paid for instruction multiplied by a fraction, the numerator of which is the number of hours of instruction which you have not received but for which you have paid, and the denominator of which is the total number of hours of instruction for which you have paid.

Any student who notifies Fernandez Barber College of cancellation or program withdrawal, or who has been withdrawn or dismissed from the school, has the right to cancel this enrollment agreement and obtain a refund of charges paid through attendance at the first class session or the seventh day after enrollment, whichever is later; less the non-refundable fees identified above.

Students who have been enrolled for 60% or less of a course are entitled to a refund based on the refund formula below. After 60% of the course has been completed the course will be non-refundable.

Refunds can be requested in writing to Mr. David Fernandez, CEO/Director, 3099 West Shaw Avenue, Suite 104, Fresno, CA 93711, and the refund will be calculated upon the receipt date or upon withdrawal of the student by the school as referenced above.

Any refund to a student will be refunded minus any non-refundable fee within 45 days of notification in writing or constructive withdrawal of the student made by the school.

Course fees are due upon enrollment unless an installment plan is arranged.

The full amount of tuition can be charged at commencement of the course. Course fees are due upon enrollment unless an installment plan is arranged. After being enrolled the initial 60% of the course, the remainder of tuition and fees can be charged and will be due. The remaining balance should be paid off in full by the time the student reaches 960 hours of the total 1000 hours needed, 40 hours prior to the course being completed. If the student has not paid off the course in full by the 960 hours, FBC has the right to withdraw the student from the program for failure to pay as stated in this agreement. **Refunds are calculated as follows** (and are only for students who have completed less than 60% of the total instruction hours): The institution's refund policy for students who have completed 60% or less of the course of instruction shall be a pro rata refund calculated by hour of instruction minus any non-refundable fee.

FORMULA: (1) deduct the non-refundable application/registration fee or any other non-refundable fee from the total tuition charge; (2) divide this figure by the number of hours in the program; (3) the quotient is the hourly charge for the program; (4) the amount owed by the student for the purposes of calculating a refund is derived by multiplying the total hours attended by the hourly charge for instruction calculated in [3], plus the amount of the application/registration or other non-refundable fee specified in [1]; and (5) the refund shall be any amount in excess of the figure derived from [4] that was paid by the student to the institution.

HYPOTHETICAL EXAMPLE: The following is a simple hypothetical example of how a refund is calculated. A student registers for a 36-hour course at a cost of \$800. Upon the student notifying the school in writing of a withdrawal after attending 12 hours, a refund is calculated as follows: Total tuition of \$800 minus \$100 in non-refundable fees equals \$700. \$700 divided by 36 hours of instruction equals \$19.44/hr. The student owes 12 hours completed x \$19.44 = \$233.28 + \$100 in non-refundable fees, totaling \$333.28. The \$800 tuition fee minus \$333.28 = a refund of \$466.72.

FEDERAL OR STATE LOANS

If a student has received federal student financial aid funds, the student is entitled to a refund of monies not paid from federal student financial aid programs funds. If the student is eligible for a loan guaranteed by the federal or state government and the student defaults on the loan, both of the following may occur:

1. The federal or state government or a loan guarantee agency may take action against the student, including applying any income tax refund to which the person is entitled to reduce the balance owed on the loan.
2. The student may not be eligible for any other federal student financial aid at another institution or other government assistance until the loan is repaid.

WITHDRAWAL

You have the right to withdraw from a course of instruction at any time. A Notice of Withdrawal can be made in writing to the Fernandez Barber College, Attn: Mr. David Fernandez, CEO/Director, 3099 West Shaw Avenue, Suite 104, Fresno, CA 93711. When a student officially withdraws from the course, any refund of tuition will be governed by the following policy calculated from the first official day of classes. Only non-refundable fees will be assessed or deducted from the amount to be refunded to the student. There will, however, be no refund for late payment of fees.

Please be advised that a constructive withdrawal of a student may also be made by the school. Such a withdrawal will be determined to have occurred, if in the estimation of the school and instructor, and in the absence of an approved leave of absence or other short-term absence, the student fails to participate in course assignments or other instruction for a period of 18 consecutive or non-consecutive days.

If a student wishes to withdraw from the institution or a course of instruction, the student can contact Mr. David Fernandez, CEO/Director, 3099 West Shaw Avenue, Suite 104, Fresno, CA 93711. Refunds will be processed when a student has resolved all financial obligations against their school debts, and their student account reflects a credit balance. Refunds are processed within 45 (forty-five) days after the student's account reflects a credit balance.

FACILITIES AND EQUIPMENT

The newly remodeled space at Fernandez Barber College consists of approximately 3,040 square feet with all of the requisite attributes for a school of barbering stations and chairs, including a separate classroom, office, restrooms and utility room.

The minimum equipment for a school of barbering is as follows:

- (1) Mannequins, with full head of hair: 7
- (2) Time clock or time scanner: 1
- (3) Shampoo bowls: 3
- (4) Dryers: 4
- (5) Hairstyling or barber chairs: 8
- (6) Electric curling iron: 1
- (7) Non-electric comb: 1
- (8) Non-electric curling irons (at least two sizes): 2
- (9) Stove (for non-electric combs): 1
- (10) Towel steamer: 1

Equipment that will be used in addition to or to complement the above will be: Clippers, Edge trimmers, shears (scissors), straight razor, shaving cream, towels, after shave, neck strips, capes, spray bottles, gel, blow dryers, sanitation chemicals (barbacide and clippercide).

The California Business and Professions Code further provides with respect to Barbering as follows:

978. Minimum Equipment and Supplies

(a) Establishments and schools shall have and maintain the following minimum equipment and supplies:

- (1) If hair services are performed, at least one covered waste container per establishment for the disposal of hair. Hair must be disposed of in a covered waste container.
- (2) Closed containers to hold all soiled towels, gowns, smocks, linens and sheets in any enclosed area frequented by the public.

(3) Closed, clean cabinets, drawers, or containers to hold all clean non-electrical tools, towels, gowns, smocks, linens and sheets.

(4) Containers for disinfectant solution for tools and equipment to be disinfected. Containers must be labeled "Disinfectant Solution".

(5) Each container specified in (4) shall contain sufficient disinfectant solution to allow for the total immersion of tools.

(6) If electrolysis is performed, an autoclave or dry heat sterilizer that meets the requirements of Section 982.

(b) Establishments and schools shall have disinfectant solution, mixed according to manufacturer's directions, available for use at all times.

(c) A manufacturer-labeled container for the disinfectant used must be available at all times in the establishment or school. In the event that the last remaining disinfectant has been used, the empty manufacturer-labeled container must be present.

ALL EQUIPMENT IS OWNED BY THE SCHOOL.

LANGUAGE OF INSTRUCTION

English is the sole language of instruction at Fernandez Barber College. All materials will be in the English language and will not be translated into another language.

COMPLAINTS

A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by calling toll-free (888)-370-7589 or by completing a complaint form, which can be obtained on the bureau's Internet web site (www.bppe.ca.gov).

NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION

The transferability of credits you earn at the Fernandez Barber College is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the certificate of completion for the Barber Program that you earn is also at the complete discretion of the institution to which you may seek to transfer. If the certificate of completion for the Barber Program that you earn at this institution is not accepted at the institution to which you seek to transfer, you may be required to repeat some or all of your coursework at that institution. For this reason you should make certain that your attendance at this institution will meet your educational goals. This may include contacting an institution to which you may seek to transfer after attending Fernandez Barber College to determine if your certificate of completion for the Barber Program that you earned will transfer.

STUDENT RECORDS

Fernandez Barber College does and will maintain records of the name, address, e-mail address, and telephone number of each student who is enrolled in an educational program. Fernandez Barber College grants only certificates of completion.

It will maintain, for each student granted a certificate, permanent records of all of the following:

- (1) the certificate granted and the date on which that certificate was granted
- (2) the courses on which the certificate was based
- (3) the grades earned by the student in each of those courses.

Fernandez Barber College will maintain, for a period of not less than five years, at its principal place of business in this state, complete and accurate records of all of the following information:

- (a) The educational programs offered by the institution and the curriculum for each.
- (b) The names and addresses of the members of the institution's faculty and records of the educational qualifications of each member of the faculty.
- (c) Any other records required to be maintained including records relating to determinations of **completion, placement, licensure, and salary disclosure requirements.**

Fernandez Barber College will maintain a file for each student who enrolls in the institution whether or not the student completes the educational service. The student file will contain all of the following pertinent student records:

- (1) Written records and transcripts of any formal education or training, testing, or experience that are relevant to the student's qualifications for admission to the institution or the institution's award of credit or acceptance of transfer credits including the following:
 - (A) Verification of high school completion or equivalency or other documentation establishing the student's ability to do college level work, such as successful completion of an ability-to-benefit test;
 - (B) Records documenting units of credit earned at other institutions that have been accepted and applied by the institution as transfer credits toward the student's completion of an educational program;
 - (C) Grades or findings from any examination of academic ability or educational achievement used for admission or college placement purposes;
 - (D) All of the documents evidencing a student's prior experiential learning upon which the institution and the faculty base the award of any credit;
- (2) Personal information regarding a student's age, gender, and ethnicity if that information has been voluntarily supplied by the student;
- (3) Copies of all documents signed by the student, including contracts, instruments of indebtedness, and documents relating to financial aid;
- (4) Records of the dates of enrollment and, if applicable, withdrawal from the institution, leaves of absence, and graduation; and
- (5) a transcript showing all of the following:
 - (A) The courses or other educational programs that were completed, or were attempted but not completed, and the dates of completion or withdrawal;
 - (B) Credit awarded for prior experiential learning, including the course title for which credit

was awarded and the amount of credit, should Fernandez Barber College change its policy in the future regarding accepting experiential credit;

(C) Credit for courses earned at other institutions;

(D) Credit based on any examination of academic ability or educational achievement used for admission or college placement purposes;

(E) The name, address, website address, and telephone number of the institution.

(6) For independent study courses, course outlines or learning contracts signed by the faculty and administrators who approved the course;

(7) A copy of documents relating to student financial aid that are required to be maintained by law or by a loan guarantee agency (should Fernandez Barber College become nationally accredited);

(8) A document showing the total amount of money received from or on behalf of the student and the date or dates on which the money was received;

(9) A document specifying the amount of a refund, including the amount refunded for tuition and the amount for other itemized charges, the method of calculating the refund, the date the refund was made, and the name and address of the person or entity to which the refund was sent;

(10) Copies of any official advisory notices or warnings regarding the student's progress; and

(11) Complaints received from the student.

The signed and dated enrollment agreement and Student Performance Fact Sheet will also be included in the student file.

Fernandez Barber College will maintain all records required by the California Private Postsecondary Education Act of 2009. The records will be maintained in this state.

In addition to permanently retaining a transcript Fernandez Barber College will maintain for a minimum period of 5 years the pertinent student records described in the California Code of Regulations Section 71920 from the student's date of completion or withdrawal.

Fernandez Barber College will collect and maintain records of student information to substantiate the data reported on the STRF (Student Tuition Recovery Fund) Assessment Reporting Form and records of the students' eligibility under the Fund. Such records shall include the following for each student:

(1) Student identification number,

(2) First and last names,

(3) Email address,

(4) Local or mailing address,

(5) Address at the time of enrollment,

(6) Home address,

(7) Date enrollment agreement signed,

(8) Courses and course costs,

(9) Amount of STRF assessment collected,

(10) Quarter in which the STRF assessment was remitted to the Bureau,

(11) Third-party payer identifying information,

(12) Total institutional charges charged, and

(13) Total institutional charges paid.

Fernandez Barber College will maintain the data required under this section in an electronic format that is readily available and open to inspection by the Bureau upon request. Fernandez Barber College will make the records immediately available to a Bureau representative conducting a site inspection or, upon written request, shall provide a copy within 14 calendar days of the request. All records will be provided to the Bureau in an intelligible and orderly manner and in an electronic format.

Student academic and financial records will be maintained together in the same file. Fernandez Barber College will maintain a second set of all academic and financial records required by the Act at a different location, or safely backed up, unless the original records are maintained in a manner secure from damage or loss. An acceptable manner of storage would include fire resistant cabinets.

All records that Fernandez Barber College is required to maintain by the Act will be made immediately available for inspection and copying during normal business hours by the Bureau and any entity authorized to conduct investigations.

In the event of a closure of Fernandez Barber College, the institution and its owners will be jointly and severally responsible to arrange at their expense for the storage and safe-keeping in California of all records required to be maintained for as long as those records must be maintained.

MAINTENANCE OF STUDENT RECORDS

Fernandez Barber College will maintain all required records. The records will be maintained in California. In addition to permanently retaining a transcript as required by section 94900(b) of the Code, Fernandez Barber College (FBC) will maintain for an indefinite period the pertinent student records described in California Code of Regulations Section 71920 from the student's date of completion or withdrawal.

FBC will maintain records relating to federal financial aid programs as provided by federal law, should students later be enabled to obtain that aid.

FBC is aware that a record is considered current for three years following a student's completion or withdrawal. A record may be stored on microfilm, microfiche, computer disk, or any other method of record storage only if all of the following apply:

- (1) The record may be stored without loss of information or legibility for the period within which the record is required to be maintained by the Act;
- (2) For a record that is current, the institution maintains functioning devices that can immediately reproduce exact, legible printed copies of stored records. The devices shall be maintained in reasonably close proximity to the stored records at the institution's primary administrative location in California. For a record that is no longer current, the institution shall be able to reproduce exact, legible printed copies within two (2) business days.

FBC has personnel scheduled to be available at all times during normal business hours who know how to operate the devices and can explain the operation of the devices to any person authorized by the Act to inspect and copy records; and

Any person authorized to inspect and copy records shall be given immediate access to the document reproduction devices for the purpose of inspecting and copying stored records and shall, upon request, reimburse the institution for the reasonable cost of using the institution's equipment and material to make copies at a rate not to exceed ten cents (\$0.10) per page.

FBC will maintain a second set of all academic and financial records required at a different location unless the original records are maintained in a manner secure from damage or

loss, such as the Cloud. An acceptable manner of storage includes fire resistant cabinets. All records that the institution is required to maintain will be made immediately available by the institution for inspection and copying during normal business hours by the Bureau and any entity authorized to conduct investigations.

If FBC closes, the institution and its owners are jointly and severally responsible to arrange at their expense for the storage and safekeeping in California of all records required to be maintained for as long as those records must be maintained. The repository of the records shall make these records immediately available for inspection and copying, without charge except as allowed under pertinent law and regulation, during normal business hours by any entity authorized by law to inspect and copy records.

LOCATION OF INSTRUCTION

All instruction will take place at the school at 3099 West Shaw Avenue, Suite 104, Fresno, CA 93711.

Fernandez Barber College Website

Fernandez Barber College may develop a website which will comply with the Bureau of Private Postsecondary Education (BPPE) requirements. Once approval has been granted, the website will contain, as required, prominent links to the following:

- The school catalog
- A School Performance Fact Sheet for each educational program offered by the school
- Any student brochures offered by the institution
- A link to the BPPE Internet Web Site
- The school's most recent annual report submitted to the BPPE