SPICE UP YOUR CAREER EDUCATION.
Catalog Changes/Addendum

This catalog is current as of the date of publication. From time to time, it may be necessary or desirable for the Institution to make changes to this catalog due to the requirements and standards of the Institution’s accrediting body, state licensing agency or U.S. Department of Education, or due to market conditions, employer needs or other reasons. The Institution reserves the right to make changes at any time to any provision of this catalog, including the amount of tuition and fees, academic programs and courses, institution policies and procedures, faculty and administrative staff, the Institution calendar and other dates, and other provisions.

The Institution also reserves the right to make changes in equipment and instructional materials, to modify curriculum and, when size and curriculum permit, to combine classes.

The information contained in this catalog is true and correct to the best of my knowledge.

Bonnie Delashmit
Campus Director
Dear L'École Culinaire Students,

It is the primary goal of L'École Culinaire to provide our students with a productive and interactive academic learning environment. Our facilities house industry standard learning tools which provide our students the ability to achieve their academic goals.

The L'École Culinaire staff is dedicated to assisting our students with their educational careers by providing friendly, knowledgeable guidance. Making the decision to return to school is a life changing decision which will positively impact one's personal and professional life.

It is our hope that L'École Culinaire offers you the skills, knowledge and guidance that you seek as you transition into your chosen career path.

Possessing an education is a lifetime investment which will hopefully assist you in achieving the goals that you have set for yourself.

We welcome you to L'École Culinaire and hope your learning experience is one that is both fulfilling and rewarding to your personal growth.

Sincerely,

Rene Crosswhite
President
Vatterott Educational Centers, Inc.
OUR GUARANTEE TO GRADUATES AND EMPLOYERS

L’École Culinaire stands behind the quality of our training. We have skilled and experienced instructors, industry-related equipment, and modern, spacious classrooms and labs. We emphasize "hands-on training" so employers can be confident that L’École Culinaire graduates are thoroughly qualified in both theory and practice. Employers of L’École Culinaire graduates since 2004 can attest to the quality training we provide.

Graduates

After graduating from a L’École Culinaire program, should you determine that you require additional assistance with a skill that was covered in your Program of Study, you may return to the College for additional training, at no cost to you.

Employers

In the event that an employer hires a L’École Culinaire graduate and determines that the graduate requires additional assistance with a skill that was covered in his or her Program of Study, we guarantee that the graduate can return for additional training, at no cost to you or the graduate, to reinforce the skills needed to meet your performance expectations.
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ABOUT L'ÉCOLE
Our Philosophy

The student is our primary concern at L’École Culinaire. We are student-centered and committed to giving full attention and effort to the development of our students’ skills.

Our focus on the student affects every aspect of the educational program. Recruitment, admissions, training, and career services policies are designed to develop a student’s abilities, attitude, and interests so that he/she becomes a skilled and successful employee.

Our training goal is to provide the basic skills and understanding of common techniques and procedures required for employability. Higher-level technical skills are also offered to qualified students.

Our programs are dedicated to achieving maximum development of each student’s skills and personal potential so that he/she is qualified to begin employment in a trade or vocation. The skills and work attitudes taught at L’École Culinaire are of practical use to the student in his/her chosen career and ensure successful adjustment to the work environment. Our requirements for graduation are demanding.

History of L’École Culinaire

On March 18, 2008, Vatterott College – Quincy campus submitted the Application for a Branch Part I and on October 2, 2008, the Application for a Branch Part II for the establishment of a branch location, L’École Culinaire, located in Cordova, Tennessee. On November 26, 2008, the Accrediting Commission for the Career Schools and Colleges granted initial recognition accreditation for L’École Culinaire and approved the application for Approval of a Degree program for the Associate of Occupational Studies in Culinary Arts. Additionally, the Commission approved the New Program Application for the Culinary Essentials (diploma) program. Classes began on December 8, 2008.

Accreditation, Authorization & Approvals

L’École Culinaire is accredited by the Accrediting Commission of Career Schools and Colleges (ACCSC), in Arlington, Virginia. The Accrediting Commission of Career Schools and Colleges is listed by the U.S. Department of Education as a nationally recognized accrediting agency.

L’École Culinaire is authorized by the Tennessee Higher Education Commission. This authorization must be renewed each year and is based on an evaluation by minimum standards concerning quality of education, ethical business practices, health and safety, and fiscal responsibility.

Certifications

Certified to Operate by the Tennessee Higher Education, Commission State of Tennessee.

Campus Location

L’École Culinaire - Memphis Campus
1245 North Germantown Parkway
Cordova, Tennessee 38016
(901) 754-7115

Administrative Offices
1245 North Germantown Parkway
Cordova, Tennessee 38016
(901) 754-7115

Statement of Ownership

L’École Culinaire is owned by Vatterott Educational Centers, Inc. (“Vatterott”), principal offices located at 8580 Evans Avenue, Berkeley, Missouri. The corporate officer of Vatterott is Rene Crosswhite, President.
ADMISSIONS INFORMATION
Admissions Policy

Students should apply for admission as soon as possible in order to be accepted for a specific program of study and start date. All applicants are required to complete a personal interview with an Enrollment Coordinator, either in person or by telephone, depending upon the distance from the Institution. Parents and/or significant others are encouraged to attend. This gives applicants and their families an opportunity to see and learn about the Institution’s equipment and facilities and to ask questions relating to the Institution’s curriculum and career objectives. Personal interviews also enable institution administrators to determine whether an applicant is a strong candidate for enrollment into the program. Prior to enrollment all applicants must complete and/or provide:

- Application for Admission;
- Enrollment Agreement (if applicant is under 18 years of age, it must also be signed by parent or guardian);
- Financial aid forms (if applicant wishes to apply for financial aid);
- Reference Sheet; and
- Payment of registration fee (non-refundable unless applicant is denied admission or cancels application within three business days of the Institution’s receipt of the application and fee).

All Applicants must have a minimum of a High School Diploma, General Education Diploma (GED), or the equivalent (e.g., homeschool credential, diploma from a foreign institution) prior to admission. Applicant students must provide one or more of the following “Verification Document(s)” prior to enrolling:

a. Copy of a standard High School Diploma that lists the date of graduation; from an accredited high school or a high school recognized by the appropriate state department of education.
b. Copy of a high school transcript that lists the date of graduation; certificates of completion and special diplomas are not acceptable for Admission;
c. General Education Diploma (GED) Certificate; provided directly from the state or federal program issuing credential;
d. Letter confirming graduation from high school on school letterhead; faxed letters must come from the school fax number;
e. Letter from the GED testing center or State Department of Education confirming completion of a GED; faxed letters must come from State or GED testing centers fax number;
f. College transcript from at least a 2 year degree that is fully transferrable to a 4 year school from a post-secondary institution recognized by the U.S. Department of Education;
g. Proof of home school completion that demonstrates the student graduated and met the minimum Stategraduation requirements, if applicable;
h. Foreign transcripts (schools outside the U.S.) must be accompanied with a translated copy (if applicable) and submitted to the Registrar’s office for official review.
i. Contemporaneously with supplying one or more of the above Verification Documents, all applicants must provide a signed Admission Affidavit Attestation, where the applicant student is declaring that he/she is a high school graduate, earned a GED certificate, or earned a Home Study certificate, prior to the start of classes.

L’École Culinaire reserves the right to cancel admission of any student at any time, if it is found that he/she has submitted false information or documents related to the student’s Verification Documents.

Re-Entering Students

Students are eligible to re-enroll in the Institution two times. No student may re-enroll in any program or campus once their enrollment has been terminated three times. Enrollment terminations include drops and cancels.

All re-enrolling students are required to meet the current admissions criteria and must submit a letter requesting re-enrollment. The letter must be reviewed and approved by the campus Director of Education and eligibility must be validated by the Corporate Registrar. Students that were dismissed due to grades or failing to make Satisfactory Academic Progress are not eligible for re-enrollment. These students may appeal using the SAP Appeal. The registration fee will be waived for all students who re-enter less than a year after leaving the Institution. All re-entering students must complete a new Enrollment Agreement and are charged the rate of tuition in effect at the time of re-entry.

Non-Degree Non-Program Students

It is the policy of the Institution to permit Non-Degree Non-Program students to enroll on a term-by-term basis in up to two terms or a maximum of 27 quarter-credit hours without declaring intent to seek a diploma or degree. Students enrolled as Non-Degree Non-Program students are not required to possess a high school diploma or GED. Prospective students under the age of 18 must have written consent from a parent or legal guardian prior to enrollment.

To be eligible for a diploma or degree, Non-Degree Non-Program students must declare their intent to obtain a diploma or degree in writing to the Registrar. To complete enrollment into a diploma or degree program, the student must complete the necessary enrollment and change of status paperwork. Transfer credit will be granted under the Institution’s Transfer Credit Policy as outlined in this catalog.

Federal Student Aid is not available to non-degree non-program students. Prerequisites and/or refresher courses may be required.

Institutional Calendar

New classes begin frequently. For a program specific information, please contact the Institution or reference the Academic Calendar, Schedule, and Holidays section of this catalog.

Tuition & Fees Policy

- Tuition & Fees (T&F) may be paid in full upon enrollment. Otherwise complete payment must be accounted for on the Tuition Proposal.
- All T&F payments are to be made in accordance with the terms of the Enrollment Agreement/Retail Installment Contract. Special circumstances that may warrant other payment terms are granted only at the discretion of the Institution.
- Any student delinquent in the payment of any sum owed to the Institution may be suspended from the Institution, at the Institution’s sole discretion, until the Institution receives payment of all such delinquent sums, or the student makes arrangements to pay such delinquent sums. Arrangements to pay must be accepted by the Institution.
- In the event of withdrawal by the student, T&F refunds will be made according to the terms of the Enrollment Agreement/Retail Installment Contract.
- If a student repeats any portion of a program, the student must pay the T&F associated to his/her enrollment agreement or current T&F applicable to such portion of the program, whichever is less and execute a written addendum to the Enrollment Agreement with the Institution, specifying the terms of the repeat.

See Tuition & Fees section of this catalog for current Tuition and Fees.
Add/Drop Period

The add/drop period is the time at the beginning of a term when students can enroll, change, or drop courses without penalty. The add/drop period is the first two weeks (14 calendar days) of the term*. New and re-entering students must complete their enrollment by the end of the add/drop period.

Enrollment cancellations will be evaluated and determined by the campus academic administration.

A student is not eligible for financial aid for any course in which he or she fails to begin attendance. The determination as to whether a student has begun attendance will be made prior to the disbursement of any financial aid funds.

The school reserves the right to cancel a student's enrollment. Students can appeal their enrollment cancellation in writing to the Director of Education within 5 business days of cancellation.

*The add/drop period may be adjusted when impacted by holidays, inclement weather, or other mitigating circumstances.
FINANCIAL INFORMATION
FINANCIAL INFORMATION

Student Financial Planning

The Office of Financial Aid’s goal is to assist every eligible student in procuring financial assistance to enable the student to attend the Institution. The Institution participates in various federal and state financial assistance programs. These financial aid programs (e.g., grants, scholarships, loans) are designed to provide assistance to students who are currently enrolled or accepted for enrollment, but whose financial resources are inadequate to meet the full cost of their education.

The primary responsibility for meeting the costs of education rests with the individual student and their families. Financial aid is determined on the basis of a student’s “need”, eligibility factors, enrollment status, and fund source availability, regardless of sex, age, race, color, religion, creed or national origin. “Need” is defined as the difference between the cost of attendance for one academic year and the amount a student’s family can be reasonably expected to contribute to the cost of attendance for the same period.

Federal Pell Grant

The Pell Grant (Pell) program is designed to assist undergraduate students who desire to continue their education beyond high school. Every student is entitled to apply for a Pell Grant by filling out a FAFSA. Eligibility is determined by a standard U.S. Department of Education formula which considers factors such as family size, income, and other resources to determine financial need. The actual amount of the award is based upon the cost of attendance, enrollment status, the expected family contribution, and the amount of money appropriated by Congress to fund the program. The Pell Grant makes it possible to provide a foundation of financial aid to help defray the cost of a postsecondary education. Unlike loans, students are typically not required to pay back Pell Grants.

Federal Supplemental Educational Opportunity Grant

The Federal Supplemental Education Opportunity Grant (FSEOG) is a grant program for undergraduate students with exceptional financial need. Recipients must also be eligible for a Pell Grant to be eligible. FSEOG is awarded to students with the greatest financial need. The U.S. Department of Education’s (ED) Federal Student Aid allocates FSEOG funds to participating postsecondary institutions. The Institution determines to whom and how much it will award based on federal guidelines.

Federal Student Loans

Federal Student Loans are provided through the William D. Ford Federal Direct Loan (Direct Loan) Program. The federal government, through the U.S. Department of Education, is the lender. These loans require the completion of a Master Promissory Note (MPN) and loan funds must be used to pay for direct and/or indirect educational expenses. The student must begin repayment of all student loans after a six-month grace period following graduation, withdrawal from school, or entering a status of less-than-half-time enrollment.

A subsidized loan is awarded on the basis of financial need as determined by the FAFSA. If a student is eligible for a subsidized loan, the interest on the loan is “subsidized” (interest-free) while the student is enrolled at least half-time at an eligible school, for the first six months after the student graduates/withdraws from school, and if the student qualifies to have payments deferred.

Unlike a subsidized loan, an unsubsidized loan is not based on financial need. The student is responsible for the interest from the time the unsubsidized loan is disbursed until it is paid in full. The student may choose to pay the interest on a quarterly basis or allow it to accrue (accumulate) and be capitalized (that is, added to the principal amount of the loan). Capitalizing the interest will increase the amount the student must repay over time.

Federal Parent Loans

Parents of dependent students may be eligible to borrow a Parent Loan for Undergraduate Students (PLUS) offered through the Direct Loan Program to help supplement their child’s education expenses. The PLUS loan allows the parent(s) to borrow loan funds to cover their child’s remaining costs, not to exceed the cost of attendance. Parent(s) must have an acceptable credit history. Like the unsubsidized loan, the PLUS loan is also not based on financial need. Generally, the first payment is due within 60 days after the loan is fully disbursed. There is no grace period for these loans and; interest begins to accumulate at the time the first disbursement is made. The Parents must begin repaying both principal and interest while the student is in school.

Private Loans

Students may apply to various lending institutions outside the school that offer loans to help cover the gap between the cost of education and the amount of Federal Student Aid the student has been awarded. Interest rates and fees vary by program and may be determined by the applicant’s credit history. Students are encouraged to apply with a co-borrower to secure the best terms and loan approval.

Institutional Scholarships

High School Graduate Scholarship

The High School Graduate Scholarship is a general scholarship in the amount of $1,000.00, which will be applied to the scholarship recipient’s student account upon enrollment at the Institution. The scholarship, which will be disbursed in the form of a tuition credit, is non-transferable and carries no cash value. In order to be eligible for the scholarship, candidates must have graduated from an accredited high school in the previous twelve (12) months, prior to enrollment at the Institution. Applicants are required to complete an application. For additional information about the High School Graduate Scholarship or to obtain an application, please contact the Director of Education.

Presidential Achievement Scholarship

The Presidential Achievement Scholarship is a general scholarship in the amount of $2,000.00, which will be applied to the scholarship recipient’s student account upon graduation from the Institution. Students must have graduated from an accredited high school (or its equivalent). Applicants must complete an application along with two references to the Registrar no later than close of business Monday of the 5th week of the student’s first term.

Scholarship Requirements - In order to qualify for the scholarship, students must meet all of the following criteria:

- Be a new student who enrolls and begins classes at any Vatterott Educational Centers, Inc. (“Vatterott”) school;
- Graduate from their program of study within the designated time for completion (i.e. a student enrolled in a 70-week diploma program must complete the program within 70 weeks);
- Meet or exceed the minimum cumulative Grade Point Average of 2.50; and
- Submit an application, along with an essay and two references to the Registrar no later than close of business Monday of the 5th week of the student’s first term.

For additional information regarding the Presidential Achievement Scholarship or to obtain an application, please contact the Registrar.

Academic Revitalization Scholarship

The Academic Revitalization Scholarship is a general scholarship in the amount of $2,000.00, which will be applied to the scholarship recipient’s student account upon graduation from the Institution. Students must have graduated from an accredited high school (or its equivalent). Applicants must complete an application along with two references to the Registrar no later than close of business Monday of the 5th week of the student’s first term.

For additional information regarding the Academic Revitalization Scholarship or to obtain an application, please contact the Registrar.
The scholarship is available for any re-enrolling student who previously withdrew or dropped from an academic program at any Vatterott Educational Centers, Inc. ("Vatterott") school. Re-enrolling students are limited to applying for and receiving this general scholarship one time.

Scholarship Requirements - In order to qualify for the scholarship, students must meet all of the following criteria:

- Demonstrate an exemplary attendance record that will allow the student to graduate from their program of study within the designated time for completion;
- Graduate from their program with a minimum cumulative Grade Point Average of 2.5; and
- Submit an application, along with an essay and two references, to the Registrar no later than close of business Monday of the 5th week of the Re-Enrolling student's first term.

For additional information on the Academic Revitalization Scholarship or to obtain an application, please contact the Registrar.

Tennessee Student Assistance Award

L’École Culinaire students attending the Memphis campus are eligible to apply for the Tennessee Student Assistance Award. The purpose of the program is to provide non-repayable financial assistance to financially needy undergraduate students who are residents of Tennessee and are enrolled, or accepted for enrollment, at a public or an eligible non-public post-secondary educational institution in Tennessee. Students must be enrolled at least half-time. Based on funding, first priority is given to U.S. citizens. Maximum award amounts are determined by the TSAC Board of Directors prior to the beginning of the fall term. No student will receive an award greater than the amount of tuition and mandatory fees assessed by the institution attended.

A student’s eligibility is determined in the same manner as is eligibility for a Federal Pell Grant. Students must have their Free Application for Federal Student Aid (FAFSA) processed by the federal processor by May 1 for the upcoming fall term.

Scholarship of Achievement

Vatterott Educational Centers, Inc. has established a scholarship program to assist their students to continue their education. Scholarships are offered each year for study in a full- or part-time course of study chosen by the student at an eligible Vatterott Educational Centers, Inc. program. The program is administered by Scholarship America®, the nation’s largest designer and manager of scholarship, tuition assistance and other education support programs for corporations, foundations, associations and individuals. Awards are granted without regard to race, color, creed, religion, sexual orientation, age, gender, disability or national origin. In order to be eligible for the general Scholarship, the candidate must meet the following criteria:

- Have completed one term at an eligible Vatterott Educational Centers, Inc. (VEC) program.
- Have filed a current Free Application for Federal Student Aid (FAFSA) and demonstrate eligibility for a Federal Pell Grant.
- Have a minimum grade point average of 2.5 on a 4.0 scale and be eligible to graduate.
- Be seeking a degree or certificate of the college, in a course of study chosen by the applicant.
- Demonstrate a strong attendance history of 80% or higher.

For additional information regarding the Scholarship of Achievement, please see the Campus Registrar or our website [http://www.vatterott.edu/scholarships.asp](http://www.vatterott.edu/scholarships.asp). To obtain an application, please see the Campus Registrar or visit [https://www.vcholanapply.com/vatterott](https://www.vcholanapply.com/vatterott).

Other Financial Resources

There are other potential resources you should consider for financing your education. Scholarship aid is often available from high school organizations, church groups, and social, civic, and fraternal organizations with which you or your parents may be affiliated. Many companies provide scholarship aid for children of employees, while others provide tuition assistance to students who work for them part-time or full-time.

Veterans’ Education Benefits

L’École Culinaire is approved for the training of veterans and veteran’s spouse or children in accordance with the rules and regulations administered by the United States Department of Veterans Affairs (VA). Representatives of the VA, State Approving Agency, and the Office of Financial Aid, are available to assist service members, veterans, and their eligible spouse/dependent(s) in applying for veterans’ education benefits.

Students should contact the Office of Financial Aid regarding filing of proper applications/forms to ensure benefit determinations are issued in advance of the start date for the class in which the student desires to enroll. VA may pay a monthly educational allowances to qualified students to help defray the cost of living expenses while attending a college. For further information, contact the Department of Veterans Affairs, the State Approving Agency, or a Financial Aid Administrator at the institution.

Post 9/11 GI Bill – Yellow Ribbon Program

The Institution participates in the VA’s Post 9/11 GI Bill – Yellow Ribbon Program. This program is designed to help pay the remaining Tuition & Fees (T&F) costs for an eligible student that has reached the annual (Aug 1 – July 31) maximum T&F payable by VA at the 100% rate. The remaining amount is covered by VA and the Institution, up to a specified amount as outlined in the Yellow Ribbon Program agreement. Please check with the Office of Financial Aid for more information.

Note: Students are responsible for their Tuition & Fees payments, not the Department of Veterans Affairs.

Government Sponsored Programs

The Institution accepts qualified students eligible to participate in various state-administered programs. Contact the Campus Director for details.

Company Tuition Reimbursement

This Institution may be approved as a training facility in your area. It is recommended that you check with the Human Resources office of your particular employer for reimbursement policies.

Federal Student Aid Eligibility

In order to be eligible for Federal Student Aid (FSA), a student must:

- Complete and submit a Free Application for Federal Student Aid (FAFSA);
- Meet the Basis of Admissions for the Institution and be enrolled as a regular student in an eligible program of study on at least a half-time basis (except for Pell and FSEOG);
- Possess a high school diploma, a General Education Development (GED) certificate, or meet other standards established by the state and approved by the U.S. Department of Education;
- Have a valid Social Security Number and be a U.S. citizen or national, or an eligible non-citizen. Verification of eligible non-citizen status may be required;
- Be registered for the Selective Service, if required;
- Not have been convicted under Federal or State law of possession or sale of illegal drugs while receiving FSA;
- Not have borrowed in excess of the aggregate loan limits for the FSA programs including not being in default or owe a repayment of an FSA grant or loan;
- Maintain satisfactory academic progress;
- Provide the Office of Financial Aid any required documentation in cases of verification and/or resolving conflicting information or comment codes;
- Notify the Office of Financial Aid of changes in enrollment status or of additional resources received; and
- Repay any FSA received as a result of inaccurate information (Any person who intentionally misrepresents facts on the application violates federal law and may be subject to a $20,000 fine and/or imprisonment).

Applying for Financial Aid

To apply for Federal Student Aid (FSA), a student must complete the Free Application for Federal Student Aid (FAFSA). The application must be completed with extreme care and accuracy. Our Office of Financial Aid is available to assist students in the completion of this form, other financial aid related forms, and to answer any questions. Students may also complete this application online at www.fafsa.ed.gov. To fill out the FAFSA a student will need access to prior year tax information and possibly parental tax information if the student is under the age of 24 and unmarried with no dependents. If a student did not file taxes in the previous year, proof of earnings will be needed.

The FAFSA is used to determine eligibility for all types of federal student aid programs. Once processed, the application will produce an Expected Family Contribution (EFC) which determines eligibility for all types of FSA. Financial aid from federal programs is not guaranteed from one year to the next; therefore it is necessary for each student to reapply every year.
FAFSA Application Selected for Verification

Each year certain FAFSA applications are selected for verification. Students selected for verification must provide documentation to the Office of Financial Aid to verify that all information submitted on the FAFSA is correct.

If a student is chosen for verification, all documents must be submitted to the Office of Financial Aid no later than the 5th week of the 1st term for which the student is enrolled in the award year. Students who do not supply the required documents within the five week time frame will be dismissed from the Institution if alternative methods of payment are not resolved.

Cost of Attendance and Financial Need

Once a student's FAFSA is completed and submitted, the information will be used in a formula established by Congress that calculates financial need and helps determine eligibility of available funds. When combined with other aid and resources, a student's federal student aid package may not exceed the cost of attendance.

Cost of attendance include direct (e.g. Tuition & Fees) and indirect (e.g. transportation) costs associated to attending the Institution. Students are highly encouraged to only borrow loans needed to cover the direct costs of education. This will help reduce the student's total loan indebtedness upon graduation.

Loan Entrance & Exit Counseling

The U.S. Department of Education requires that any student receiving a Federal Student Loan(s) be notified concerning their loans. The Institution requires counseling upon entrance and upon exiting the Institution. Students will be counseled regarding loan indebtedness and each student must participate in an entrance counseling to ensure the student understands the amount borrowed and the student's rights and responsibilities regarding repayment. Students must report to the Office of Financial Aid prior to withdrawal, graduation, or advancement knowledge that they will drop below half time enrollment status for loan exit counseling. The purpose of this session is to inform the student of their tentative total loans received while in attendance at the Institution, refunds that may be made, and to provide the student with an estimated payment amount. Debt management strategies as well as how students can access loan information are provided to the student during exit counseling. Information is also provided on repayment plans and options, loan forgiveness, forbearance, cancellation, the consequences of default, potential tax benefits, NSLDS access, and how to contact the FSA Ombudsman are also discussed. If the student is unable to attend a session with the Office of Financial Aid, an exit interview will be mailed which includes instructions on how to access loan information through interactive electronic means.

Satisfactory Academic Progress and Financial Aid

Students must meet the standards of Satisfactory Academic Progress (SAP) in order to remain eligible to continue receiving financial assistance as well as to remain eligible to continue as a regular student of the Institution. SAP for purposes of continued eligibility for federal financial assistance including those eligible for veterans' education benefits is determined by applying the cumulative grade point average (CGPA) requirements, progression towards completion requirements, maximum completion time restrictions, warning and probation provisions, suspension and dismissal procedures, and appeals procedures as outlined in the Academic Information section of this catalog.

SAP is evaluated at the end of each term of enrollment. A student who fails to meet either the CGPA or rate of progress requirements for SAP will be placed on Financial Aid Warning - Academic Warning for one term and remain eligible for Federal Student Aid. If the student fails to meet the required standards by the end of the warning period, the student is not eligible for Federal Student Aid until a SAP appeal is approved or SAP is met when the student meets both the CGPA and rate of progress requirements.

Institutional Refund Policy

After the last day of the add/drop period for each term, as defined in the course catalog, no refunds or adjustments will be made to tuition for students withdrawing from individual classes but enrolled. Refunds are made for students who withdraw or are withdrawn from the COLLEGE prior to the completion of their program. Refunds will be based on the current tuition charge incurred by the student at the time of withdrawal, not the amount the student has actually paid. Tuition and fees attributable to any future periods of enrollment that have not yet been charged will not be assessed. Any books, equipment, and/or uniforms that have been issued are nonrefundable. When a student withdraws from the COLLEGE, he/she should provide notice to the Registrar. Refunds will be calculated according to the following formula:

A. Refund to students attending the COLLEGE for the first time (first academic term):
The COLLEGE shall refund unearned tuition, fees, room and board, and other charges as set forth in state or federal regulations, if applicable. In the absence of state or federal regulations, the COLLEGE shall make a pro rata refund of tuition, fees and other charges as defined below:

1. A pro rata refund is a refund of not less than their portion of the tuition, fees and other charges assessed the student by the college equal to the portion of the period of enrollment for which the student has been charged that remains on the last day of attendance by the student. (Total number of weeks comprising the period of enrollment for which the student has been charged into the number weeks remaining in that period as of the last recorded day of attendance by the student.) The refund will be rounded down to and the nearest 10% of that period, less an unearned charge owed by the student for the period of enrollment for which the student has been charged into the number weeks remaining in that period as of the last recorded day of attendance by the student.) The refund will be rounded down to and the nearest 10% of that period, less an unearned charge owed by the student for the period of enrollment for which the student has been charged into the number weeks remaining in that period as of the last recorded day of attendance by the student.) The refund will be rounded down to and the nearest 10% of that period, less an unearned charge owed by the student for the period of enrollment for which the student has been charged into the number weeks remaining in that period as of the last recorded day of attendance by the student.)

2. For a student terminating training after completing more than 60% of the period of enrollment, the COLLEGE may retain the entire contract price of the period of enrollment, including an administrative fee of $100.00.

B. Refund subsequent periods or non-first-time students: The COLLEGE shall refund unearned tuition and fees as set forth in applicable state or federal regulations to a student attending an institution for second and subsequent enrollment periods. Refunds will be calculated based upon the last day of attendance. In the absence of state or federal regulations, the COLLEGE shall make a refund of tuition and fees and other charges as set forth below:

1. During the first week of classes, the COLLEGE shall refund at least 90% of tuition; thereafter;
2. During the first 25% of the period of financial obligation, the COLLEGE shall refund at least 55% of tuition; thereafter;
3. During the second 25% of the period of financial obligation, the COLLEGE shall refund at least 30% of tuition, in case of withdrawal after this period, the COLLEGE may commit the student to the entire obligation.

C. Refunds will be made within 30 days after the COLLEGE determines the student has withdrawn.

D. A student who withdraws from the College as a result of the student being called into Active Duty in a Military Service of the United States may elect one of the following options for each program in which the student is enrolled:

1. A full refund of any tuition and refundable fees for the academic term in which the student is enrolled at the time of withdrawal. No refund will be given for any academic term the student has completed.
2. A grade of incomplete with the designation “withdrawn-military” for the courses in the program in which the student is enrolled at the time of withdrawal and the right to re-enroll in those courses, or substantially equivalent courses if those courses are no longer available, not later than the first anniversary of the date the student is discharged from active military duty without payment of additional tuition and fees other than any previously unpaid balance of the original tuition, fees and charges for books for the course.
3. The assignment of an appropriate final grade or credit for the courses in which the student is enrolled at the time of withdrawal, but only if the instructor or instructors of the courses determine that the student has satisfactorily completed at least 90 percent of the required coursework and demonstrated sufficient mastery of the course material to receive credit for the course.
Funding Agency - Return of Funds Policies

Information regarding third party funding agency return of funds policies (e.g., Federal Student Aid, Veterans Administration, and WIA) may be obtained from the Institution’s Office of Financial Aid.

Withdrawal Date

The withdrawal date (i.e. determination date) is used to determine when the student is no longer enrolled at the institution and is defined as:

- The date the student began the official withdrawal process, either by submitting an official withdrawal form to the Registrar or Director of Education or by verbally communicating the student’s intent to the Registrar or Director of Education, and ceasing to attend classes or other institution activities. A student who submits a completed official withdrawal form or verbally communicates his/her intent but who continues to attend classes or other institution activities will not be considered to have officially withdrawn from the Institution; or
- The date the student exceeds the attendance policy; or
- The date the student does not return from an official LOA, or
- The date the student fails to meet the Satisfactory Academic Progress policy; or
- The date a student is determined to have violated any other applicable institutional policy or federal regulation that results in withdrawal.

Students may obtain a copy of the official withdrawal form from the Registrar or the Director of Education.

Students who choose to withdraw or are withdrawn from the institution may be required to wait a minimum of one term before being permitted to re-enroll. Documentation of changes in personal circumstances that resulted in withdrawal must be presented for re-enrollment.

Last Day of Attendance

A student’s last day of attendance will be the last recorded day the student attended an on-ground class.

Consumer Information

Most of the information dissemination activities required by the Higher Education Act (HEA) of 1965, as amended have been satisfied within this catalog. However, student finance personnel are available, in accordance with federal regulations, to discuss consumer information in more detail with current and prospective students.

Cancellation Policy

If the student wishes to cancel his or her enrollment in their Program of Study, he or she should provide written notice to the Registrar or Director of Education. The college will refund all monies paid, if the student cancels his or her Enrollment Agreement, within three (3) days (until midnight of the third day, excluding Saturdays, Sundays and holidays) of the day he or she signed the Enrollment Agreement. The college will refund all monies paid, excluding Registration Fee of $100.00, if the student cancels his or her Enrollment Agreement, more than three (3) days after of the day he or she signed the Enrollment Agreement, but prior to the first day of class.
The Institution offers students a variety of success-oriented services as well as activities for the benefit of students and the community.

The institution endorses an open-door policy with respect to students and staff. Students have the right to request an appointment with any member of institution's staff regardless of the person's title or function. Office hours for institution personnel are available from the receptionist.

Hours of Operation
The campus administrative offices are open from 9 a.m. to 6 p.m., Monday through Friday, from 9 a.m. to 1 p.m. on Saturday.

Inclement Weather and Campus Closure Policy
In the event that the campus must close due to inclement weather or other issues, the campus must provide students with a schedule of make-up opportunities with as much advanced notice as possible. The institution will make missed instructional time available to all students according to the time missed due to the closure. Student attendance will be monitored during make-up times according to the Institution's Attendance Policy.

Housing
The institution does not provide on-campus housing, but does assist students in locating suitable housing off-campus.

Orientation
Prior to beginning classes at the Institution, all new students attend an orientation program. Student orientation facilitates a successful transition from everyday pace into the institution's schedule.

New students are required to attend regardless of their prior institution experience. During orientation, students are acquainted with the campus, the administrative staff, the faculty and their peers.

Student Portal
The student portal is a secure website that allows a student access to his or her information including schedule, grades, account balance and activity, school events, school contact information, and much more.

The institution is excited to offer this capability, making it easy for our students to be in touch with us and enhance their college experience. Upon acceptance to the institution, students will be issued a student number that can be used to gain access to the student portal. An email will be sent to each student describing how to register and begin using the student portal upon enrollment.

Faculty
The faculty members are the cornerstone of the Institution's teaching success. Each member of the faculty has industry or professional experience in addition to appropriate academic credentials.

The faculty members lend an outstanding level of professionalism to the classroom and are recognized by their academic and industry peers. Through the guidance of the faculty, theoretical, practical and creative applications are addressed in the curricula and reinforced by interaction with professionals in the industries.

Faculty members are dedicated to academic achievement, to professional education, to individual attention, and to the preparation of students for their chosen careers. In essence, faculty members practice what they teach. It is through personal attention that students can reach their potential, and it is the dedicated faculty who provide the individual guidance necessary to assure every student that his/her time in class is well spent.

Academic Assistance
Students seek help and advice during their education for many reasons. At the Institution, the student is the primary priority. Every effort is made to develop a relationship with the student body so individuals feel comfortable in requesting and receiving assistance.

The Director of Education is responsible for providing academic assistance and should be consulted when assistance is desired. Referrals to outside agencies may be provided as needed. The administrative staff and the faculty are also available for advising assistance.

Retention Services
It is the responsibility of the Retention department to ensure that students are provided continuous support throughout their academic careers. Following their initial enrollment, each student will be assigned a Retention Officer who will serve as their campus liaison.

The Retention department is responsible for the following duties:
- Administering the preliminary, midterm and end of phase surveys;
- Providing academic support to include tutoring and advising;
- Monitoring student attendance and progress.

Career Services
During the admissions interview, prospective students are advised of the career paths that are available to them upon graduation. Enrollment Coordinators assist students in assessing their talents and discuss the motivation necessary to achieve their career goals.

It must be stressed that the Institution cannot and will not guarantee students' job, and the ultimate responsibility for securing employment is with the student. Although the school cannot guarantee employment, Career Services is available to assist students with part-time employment while they pursue their studies, as well as, training related employment upon completion of their education. Career Services acts as the liaison between students and employers by promoting the Institution to prospective employers. Both students and employers benefit by the referral of qualified employees from the Institution.

Even though the ultimate responsibility for securing appropriate employment is with the student, Career Services' support students throughout their education. However, the placement process intensifies as students near graduation. Career Services helps students with updating resumes, fine tuning of interviewing skills, and professional networking techniques. Information regarding employment opportunities with both local and nationally recognized organizations is provided to qualified graduates. Students may interview both on and off campus depending on the preference of the employer.

Agencies and organizations that accept our students for internship/externship placement and potential employers may conduct a criminal and/or personal background check. Students with criminal records that include felonies or misdemeanors (including those that are drug-related) or personal background issues such as bankruptcy, might not be accepted by these agencies for internship/externship or employment following completion of the program.

Some agencies and employers may require candidates to submit to a drug test. Some programs may require additional education, licensure and/or certification for employment in certain positions.

Those decisions are outside of the control of the Institution.
Learning Resource Center/Library

The Institution’s Learning Resource Center (LRC)/Library provides materials to support the mission and curriculum and assist each student to attain his/her educational goals.

The collection includes books and assortments of current periodicals and DVDs/CDs. The LRC/Library schedule is posted in the LRC. Students also have access to an electronic library system to support the programs and students of the Institution. The electronic library system provides online reference databases accessible 24 hours a day via the Internet.

Course Schedules

Applicants and currently enrolled students receive course schedules before the beginning of each term. Tuition payments are due at that time. Schedules cannot be processed until financial obligations are fulfilled.

Students who fail to record attendance for a course during the add/drop period may be withdrawn from the course. Students who fail to record any attendance during the add/drop period may be withdrawn from the program.

Transfer of Credit to Other Institutions

L’École Culinaire’s Education Department provides information on other institutions that may accept credits for course work completed at L’École Culinaire towards their programs. However, L’École Culinaire does not imply or guarantee that credits completed at L’École Culinaire will be accepted by or transferable to any other college, university, or institution, and it should not be assumed that any credits for any courses described in this catalog can be transferred to another institution. Each institution has its own policies governing the acceptance of credit from other institutions such as L’École Culinaire. Students seeking to transfer credits earned at L’École Culinaire to another institution should contact the other institution to which they seek admission to inquire as to that institution’s policies on credit transfer.

Transcript Request Policy

A student wishing to request an official school transcript must complete the Transcript Request Form located in the Registrar’s Office. After the completion of the form and the payment of a $10.00 fee, the Registrar’s office will process the request within two calendar weeks. Official Transcripts will NOT be processed if there are any financial or academic holds or if there are any unpaid fees or an outstanding balance on your student account. If you need an official transcript by a certain deadline, be aware that obtaining it will be delayed until you have paid any outstanding balance.

Upon request, Unofficial Transcripts may be provided to active and non-active students at no charge.

Student Records Access and Release

The Family Educational Rights and Privacy Act of 1974, as amended (“FERPA”), is a federal law that protects student information and afford students who are currently or were formerly enrolled, regardless of their age or status in regard to parental dependency, the following rights with respect to their education records:

- The right to inspect and review the student’s education records within 45 days of the day the Institution receives a request for access.
- The right to request the amendment of education records the student believes are inaccurate, misleading, or otherwise in violation of the student’s privacy rights under FERPA.
- The right to provide written consent before the Institution discloses personally identifiable information from the student’s education records, except to the extent that FERPA authorizes disclosure without consent.
- The right to file a complaint with the U.S. Department of Education concerning alleged failure by the Institution to comply with the requirements of FERPA.

With certain exceptions, an “education record” is defined under FERPA as any record (1) from which a student can be personally identified and (2) that is maintained by the Institution.

A student wishing to inspect his or her education records should submit to the Registrar or Director of Education a written request that identifies the record(s) the student wishes to inspect. The school will make arrangement for access and notify the student of the time and place where the records may be inspected. To facilitate this process, The Institution has created a Family Educational Rights & Privacy Act (FERPA) Request to Inspect & Review Education Record(s) form which may be obtained from the Registrar.

Copies of requested educational records will only be provided in the event that circumstances effectively prevent a student from exercising the right to inspect and review the education records requested and no other feasible arrangements can be made. In such instances, a fee may be charged to cover the production of copies.

Students may consent to their school disclosing personally identifiable information from the student’s education record to a third party. This consent must be made to the Registrar, in writing, signed and dated by the student, and must (1) specify the records to be disclosed, (2) state the purpose of the disclosure, (3) and identify the party to whom the disclosure is to be made. This release requirement is applicable to disclosures to parents or other family members who inquire about a student’s education record. The Family Educational Rights & Privacy Act (FERPA) Release, which may be obtained from the Registrar, must be completed and provided to the Institution. A fee may be imposed for copying a student’s record(s) in connection with such a disclosure or release.

Significantly, there are instances in which a school is permitted to disclose a student’s education records without consent. Examples of such instances include, but are not limited to, responding to school officials with a legitimate educational interest; in compliance with a judicial order or pursuant to a lawfully issued subpoena; to officials of another school in which the student is enrolled or seeks or intends to enroll (in these cases the Institution intends to forward the information upon request); in the event of a health or safety emergency involving the student; or to parties otherwise authorized to receive the information pursuant to FERPA.

FERPA also permits institutions, within established guidelines, to disclose without a student’s consent information the Institution deems “directory information.” The Institution has identified the following items as “directory information:” name, address, telephone number, e-mail address, date and place of birth, dates of attendance, field of study, credit hours earned, degrees earned, honors and awards received, participation in official school activities, and most recent previous educational agency or institution. Students may request that directory information not be released.

To request restriction of directory information, students should complete a Request to Restrict Release of Student Directory Information form, which can be obtained from, and once completed, should be submitted to, the Registrar.

Students with questions regarding their rights pursuant to FERPA, or desiring additional guidance concerning the appropriate manner in which to exercise such rights at their school, can contact Student Affairs via email at studentaffairs@vatterott.edu, or email their inquiry to consumerinfo@vatterott.edu.

Drug-Free Environment

The Institution is committed to maintaining a drug-free school and workplace for its students and employees. As a matter of policy, the Institution prohibits the unlawful manufacture, possession, use, sale, dispensation, or distribution of controlled substances and the possession or use of alcohol by students and employees on its property and at any Institution activity. Reporting to or remaining at work/school impaired by or under the influence of alcohol or illicit drugs is also prohibited.

Any violation of these policies will result in appropriate disciplinary action up to and including expulsion in the case of students and termination in the case of employees, even for a first offense.
Violations of the law will also be referred to the appropriate law enforcement authorities. Students or employees may also be referred to the services of the National Council on Alcoholism and Drug Dependence for counseling and rehabilitation on an individual referral basis. If such a referral is made, continued enrollment or employment will be subject to successful completion of any prescribed counseling or treatment program. Information on the institution’s drug-free awareness program and drug and alcohol abuse prevention program may be obtained from the Office of Financial Aid.

Student Conduct Policy

All students are expected to respect the rights of others and are held responsible for conforming to the laws of the national, state and local government, and for conducting themselves in a manner consistent with the best interests of the institution and of the student body. The institution reserves the right to dismiss a student for any of the following reasons: failure to maintain satisfactory academic progress, failure to pay institution fees and/or tuition by applicable deadlines, disruptive behavior, posing a danger to the health or welfare of students or other members of the institution’s community, or failure to comply with the policies and procedures of the campus catalog.

Any unpaid balance for tuition, fees and supplies becomes due and payable immediately upon a student’s dismissal from the institution. The institution will also determine if any Federal Student Aid funds need to be returned (see Financial Information section of this catalog).

Rules, Regulations, and Expectations

The institution has certain rules and regulations that must be followed. Students attending the institution are preparing for employment and are required to conduct themselves while in the institution in the same manner as they would when working for an employer. While at the institution, you are expected to dress in accord with the skill for which you are training. A uniform may be required for your program of study. Prospective employees unexpectedly visit the institution to recruit potential employees. A student’s appearance is generally the first and most lasting impression on these visitors.

An attempt is made to keep regulations to a minimum. They are established only when they contribute to the welfare and safety of the student body. Cooperation of all students is expected. All instructors have the authority, in a teacher/student relationship, to enforce all institution rules and regulations.

- Students may operate equipment only during institution hours, unless after-hours permission has been given by the instructor and they are supervised.
- Ensure that lab areas are neat and free of any trash.
- No fighting, horseplay, profanity, or cheating.
- No alcohol or drugs before, during, or after classes; violators are subject to suspension and termination.
- Do not tamper with other students’ projects or equipment.
- No personal incoming calls. The courtesy telephone is to be used at break time only.
- Cellular phones, beepers, and pagers are a distraction during class and lab time and therefore must be kept in the off position. Calls may be made during break times only.
- Personal business must be handled after institution hours.
- Carelessness in safety will not be tolerated.
- Smoking is allowed only in designated areas.
- All students are expected to attend every class in which they are enrolled.

Professionality and preparation are expected. Students are expected to be on time for every class. A student is considered tardy if he/she is 15 minutes late for class. A student may be suspended and, if the pattern is not corrected, expelled if continued tardiness impedes the instructor’s ability to teach or any student’s ability to learn.

Professional attitude and personal appearance are expected. All students are encouraged to reflect the professional image of the future careers by dressing appropriately and maintaining personal hygiene. Tom and provocative clothes are not permissible. The following items of clothing are also unacceptable: hats (unless approved by instructor), tank tops, tube tops, halter, and shirts with abusive or offensive language. Any students enrolled in a program that requires a uniform must wear the uniform to class every day.

Unacceptable behavior will not be tolerated. Unacceptable behavior is any action which hinders an instructor’s ability to teach or a student’s ability to learn or any action which would endanger other students or staff.

The institution reserves the right to dismiss or suspend any student who is guilty of the above or whose conduct is detrimental to the classroom environment, well-being of fellow students or faculty, or appearance of institutional facilities.

Safety

All safety rules and procedures are to be followed without exception. All machinery and equipment are provided with proper safety devices, which are to be used whenever the machinery and equipment are operated. The instructor is to be notified immediately of any accident, fire, or personal injury. The institution reminds all students that they are ultimately responsible for their own actions regarding their safety and welfare.

Minors on Campus

While the College welcomes the presence of children on its campus, the College recognizes that the campus may not always be an appropriate environment for minors. In recognition of the family needs and responsibilities of students, the College may bring their child(ren) to campus for a limited period of time. However, at no time should a child be left unattended while the parent or guardian is attending class or conducting any other business or social function on campus. At all times the adult responsible for the minor maintains the sole responsibility for the safety of their own child(ren) or any other child(ren) accompanying them on campus. Please be aware that Vatterott retains the discretion to ask visitors to leave at any time. For the purposes of this policy, the terms “child,” “children,” “minor,” and “minors” refer to or describe individuals under the age of 18.

Campus Security

Each year the Institution publishes an Annual Security Report that contains information concerning policies and programs relating to campus security, crimes and emergencies, the prevention of crimes and sexual offenses, drug and alcohol use, campus law enforcement and access to campus facilities. The annual security report also includes statistics concerning the occurrence of specified types of crimes on campus, at certain off-campus locations, and on the public property surrounding the campus. The annual security report is published each year by October 1 and contains statistics for the three most recent calendar years. The annual security report is provided to all current students and employees. A copy of the most recent annual security report may be obtained from the Office of Financial Aid during regular business hours.

The institution will report to the campus community concerning the occurrence of any crime includable in the annual security report that is reported to campus security or local police and that is considered to be a threat to students or employees. The Institution reminds all students that they are ultimately responsible for their own actions regarding their safety and welfare.

Non-Discrimination

In accordance with the provisions of the Americans With Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964 (as amended), Title IX of the Educational Amendments of 1972, P.L. 93-112, and Section 504 of the Rehabilitation Act of 1973 and the regulations thereunder, it is the policy of the College that no person shall, because of age, sex, race, disability, or national origin be excluded from participation in, be denied the benefits of, or subjected to discrimination under any education program or activity of the College, including the employment of staff personnel. The College’s nondiscrimination statement, cited above, prohibits discrimination on the basis of sex, age, race, disability, or national origin by the College that no person shall, because of age, sex, race, disability, or national origin be excluded from participation in, be denied the benefits of, or subjected to discrimination under any education program or activity of the College. The College also prohibits retaliation based upon reporting of such violations. If you have questions or believe you have been subjected to discrimination, harassment, including sexual harassment, or retaliation, you may contact one of the individuals below.

- Questions or concerns regarding the College’s compliance with Title IX may be directed to the following:
  1. Title IX Coordinator
  8580 Evans Avenue
  Berkeley, MO 63134
  (314) 264-1740
  titleixcoordinator@vatterott.edu
  2. Campus Director (Title IX Officer)
  1245 North Germantown Parkway
  Cordova, TN 38016
  (901) 754-7115

The Americans With Disabilities Act, Title IX, Title VI, or P.L. 93-112 and the Section 504 may be directed in writing or by telephone to:

*For the purposes of this policy, the terms "child," "children," "minor," and 'minors' refer to or describe individuals under the age of 18.
Accommodations for Individuals with Disabilities

The Institution is committed to offering reasonable accommodations to students with disabilities under the Americans with Disabilities Act, as amended (“ADA”). Requesting an accommodation is voluntary and a student is not required to disclose a disability or to request reasonable accommodation. However, the student, and not the Institution, must initiate the process of requesting an accommodation.

A student requesting an accommodation for a disability must contact the Director of Education at their campus and complete the “Student Accommodation Request Form” and submit supporting documentation, demonstrating the disability and/or past accommodations for that condition. The institution’s Accommodations Committee will thoroughly review each student’s request and supporting documentation and will notify the DOE and the student of the decision. A student is not entitled to receive any accommodation requested, but the institution will evaluate every request and provide an accommodation if it would be reasonable under the circumstances.

To ensure that accommodations are provided in a timely fashion, the Institution strongly encourages students to submit all completed requests for accommodation, along with supporting documentation, immediately after enrollment and before the first day of classes, or otherwise as soon as possible.

Information pertaining to a student’s disability is confidential. If a student discloses information about a disability, it will be kept as confidential as reasonably possible and will be used only to consider and to act on the student’s request for accommodation.

To request an accommodation, please contact the Director of Education. Please contact the Director of Education at your campus or ada@vatterott.edu with any questions or concerns about this policy.

What is a disability?

An individual is considered to have a disability if he or she:

- Has a physical or mental impairment that substantially limits one or more major life activities; or
- Has a record of such an impairment; or
- Is regarded as having such impairment.

A qualified individual with a disability is defined as an individual with a disability who, with or without reasonable modifications to rules, policies, or practices, the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by a public entity.

What is a reasonable accommodation?

A reasonable accommodation is any modification or adjustment to the learning environment that makes it possible for a qualified individual with a disability to participate in the academic program.
V. Options for Reporting and Availability of Support

In addition to reporting the matter to the Title IX Coordinator, Title IX Officer, or a supervisor, persons may also need to address immediate physical and/or emotional trauma associated with the alleged harassment or assault. Importantly, a victim should contact any of the following immediate care support providers:

- Emergency Call 911
- Local Police Department
- Clinic/Hospital
- Community-based sexual assault crisis center.

For information on available resources to victims of sexual assault, please visit the following:

- [http://www.notalone.gov/](http://www.notalone.gov/) - Not Alone: Together Against Sexual Assault
- [http://www.justice.gov/ovw/sexual-assault](http://www.justice.gov/ovw/sexual-assault) - Department of Justice Sexual Assault
- [http://www.loveisrespect.org/](http://www.loveisrespect.org/) - Love is Respect – call (866) 331-9474 or text LOVES to 22522

VI. Privacy and Confidentiality

Vatterott encourages victims of sexual harassment and discrimination to talk to somebody about what happened so that he or she may get the support they need, and so that Vatterott can respond appropriately. Because issues arising under Title IX are often sensitive in nature, Vatterott maintains the highest level of privacy regarding all reports of sexual discrimination and/or sexual harassment. While Vatterott strictly prohibits the disclosure of private information obtained through an investigation, it should be noted that circumstances may arise when law and/or policy requires the disclosure of sensitive information.

Please be aware that all Vatterott employees are “responsible employees,” and have the obligation to communicate reports of sexual misconduct to the Title IX Coordinator. When a reporting party tells a responsible employee about an incident of sexual violence, the reporting party has the right to expect the College to take immediate and appropriate steps to investigate what happened and resolve the matter promptly and equitably. To the extent possible, information reported to a responsible employee will be shared only with Vatterott officials responsible for handling the College’s response to the report, including the Title IX Coordinator.

Upon receipt of a report of sexual misconduct, Vatterott’s Title IX Coordinator will inform and obtain the reporting party’s consent prior to commencing an investigation. Should the reporting party request anonymity/confidentiality or request that no investigation be conducted, the Coordinator will take all reasonable steps to investigate and respond to the complaint consistent with the request for anonymity/confidentiality and/or request that an investigation not be pursued.

Upon the reporting party’s insistence that their name or other identifying information be kept in confidence, the Coordinator has the duty to inform the reporting party that in doing so, the ability of authorized representatives to properly respond to the alleged misconduct may be limited. If anonymity is further insisted upon, Vatterott officials will evaluate the request in context with its responsibility to provide a safe and nondiscriminatory environment for all students. Specifically, Vatterott will weigh the request for confidentiality against the following factors: the seriousness of the alleged harassment; the complainant’s age; whether there have been previous complaints of harassment relating to the same offender; and the alleged perpetrator’s rights to receive information about the allegations if the information is maintained by Vatterott as an “education record” under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 C.F.R. Part 99. Vatterott will inform you if confidentiality cannot be ensured.

Please be aware that even if Vatterott cannot take disciplinary action against the alleged perpetrator as a result of an insistence of confidentiality, Vatterott may pursue alternative measures in efforts to limit the effects of the alleged misconduct and prevent its recurrence.

Off-Campus Counselors and Advocates

Off-campus counselors, advocates, and health care providers will generally maintain confidentiality and not share information with the College unless the victim requests the disclosure and signs a consent or waiver form. For contact information for these off-campus resources please visit Not Alone: Together Against Sexual Assault at [www.notalone.gov/resources](http://www.notalone.gov/resources).

VII. Victim Rights & Options

Regardless of whether an individual elects to pursue a criminal complaint, or whether the offense is alleged to have occurred on or off campus, Vatterott will assist victims of sexual misconduct. If an individual is a victim of sexual assault, domestic violence, dating violence, or stalking, his or her first priority should be to locate a place of safety. He or she next should obtain any necessary medical treatment.

The College strongly advocates that subsequent to securing safety and medical care, any victim of sexual assault, domestic violence, dating violence, or stalking should report the incident immediately to the Title IX Coordinator.
VIII. Complaint and Resolution Procedures

While some reporting parties may wish to pursue action through informal methods in place of, or prior to requesting the initiation of formal proceedings, others may not. You should consider the circumstances surrounding your complaint and choose the option most appropriate. Regardless of your decision, Vatterott is committed to extending all available resources and support. To that end, you may consult with the Title IX Coordinator at any time and request assistance handling matters related to sexual harassment and discrimination, including the selection of an approach.

Informal Procedures

Informal procedures are optional and may only be utilized when Vatterott deems such procedures adequate. If you are comfortable handling the situation without assistance, consider the following:

- Clearly say "no" to the individual exhibiting unwelcome behavior.
- Communicate with the offender either orally or in writing providing him or her of the following:
  - A factual description of the incident(s) including date, time, place, and specific action.
  - A description of the impact of the action, emotionally, physically, and mentally.
  - A request that the conduct cease.

If you would like to proceed informally but with the assistance of a third party, you may contact your Title IX Officer or Title IX Coordinator. These individuals are familiar with Vatterott’s Title IX policies and are available to assist victims of sexual harassment and sexual assault. Additionally, these individuals can provide information pertinent to informal actions and remedies that you may pursue as well as additional information regarding Vatterott’s procedures for sexual harassment and discrimination.

Additionally, you may request that the Title IX Officer or Title IX Coordinator serve as a mediator in efforts to resolve your issue(s) prior to pursuing formal proceedings. Mediation is the process of utilizing a third party to engage in discussions and negotiations in hopes of reaching a mutually agreeable resolution and cessation of the unwanted conduct.

If either party is dissatisfied with the determination rendered subsequent an informal proceeding, he or she may pursue alternative remedies by engaging in the formal process.

Note: This option is not available where allegations of sexual violence or nonconsensual sexual intercourse are raised.

Formal Investigation & Determination

To ensure prompt, thorough, and impartial investigations, all incidents of sex-based discrimination or sexual harassment, including sexual misconduct or retaliation, should be reported to the Title IX Coordinator immediately, either verbally, in the form of a written complaint, or electronically via the Title IX Incident Report Form. This process may lead to a formal hearing at which evidence will be considered and witnesses heard. The Title IX Coordinator can assist you with filing a complaint if you choose to pursue formal action.

Upon receipt of a report of alleged unlawful discrimination, harassment, or retaliation, Vatterott’s Title IX Coordinator will investigate without delay. All investigations shall be conducted by the Title IX Coordinator, who is trained in areas involving sex-based discrimination, sexual violence, and nonconsensual sexual intercourse. At times, it may be necessary to implement remedial measures before completing an investigation to ensure that further unlawful conduct does not continue. These measures may include reassignment or restructuring of the victim’s academic or work schedule per that party’s request. Failure to comply with the terms of these interim remedies or protections may constitute a separate violation of this Policy.

The complainant and the accused party may have an advisor present during the investigation, provided that the involvement of the advisor does not result in undue delay of the meeting or proceeding. However, it is important to note that advisors may not advocate on behalf of either party and may only serve in a support role. All advisors will be required to sign a standard form attesting that they have been informed and acknowledged that they may not advocate on behalf of either party and that all information disclosed during the hearing must be kept strictly confidential. If the advisor violates the rules or engages in behavior or advocacy that harasses, abuses, or intimidates either party, a witness, or an individual resolving the complaint, that advisor may be prohibited from further participation.

Vatterott’s investigation into allegations of sex-based discrimination, sexual harassment, and/or sexual misconduct, will be conducted in an objective and impartial manner, and carried out in such a way as to maintain privacy to the greatest extent possible. Such investigations may include, but are not limited to, assisting and interviewing the reporting party, identifying and conducting interviews with witnesses, contacting and interviewing the respondent, and gathering evidence. It should be noted that while Vatterott strictly prohibits the disclosure of private information obtained through an investigation, circumstances may arise where the College may contact and cooperate with local law enforcement.

The College endeavors to conclude its investigation and issue a resolution of the complaint within sixty (60) calendar days of the date the complaint was received. All pertinent facts will be carefully reviewed and the accused will be given a full opportunity to explain his or her conduct before any decision is reached. When the investigation is complete, Vatterott will inform the complainant and the alleged perpetrator of the results of the investigation and the process for appealing any such determination, as applicable, in writing.

Vatterott invokes no restrictions on the time at which allegations may be reported. Additionally, the standard of proof in all cases shall be a preponderance of the evidence. This means that a party may be held responsible for the alleged conduct upon a finding that it is more likely than not (51% or higher) that he or she engaged in conduct prohibited by Vatterott.

Once a determination is made, both parties will be simultaneously notified in writing of the determination and the right to file an appeal within seven (7) business days. Determinations may include possible clarification of Vatterott policies, clarification regarding the alleged conduct, sanctions, restrictions, and/or conditions. The determination will become final within seven (7) business days unless an appropriate appeal is filed.

If it is determined that an employee or student has engaged in inappropriate conduct, Vatterott will take appropriate disciplinary action, consistent with the Policy, the Employee Handbook and/or Student Catalog.
Hearing Procedures

Upon concluding that there is reasonable cause\(^1\) to believe that an incident of sexual violence, domestic violence, dating violence, or stalking occurred, a hearing may be ordered. In such instances, the complainant, the accused party, and members of the Hearing Panel (hereinafter the "Panel") described below will be provided an opportunity to review the Investigation Report compiled by the Title IX Coordinator, redacted to remove any unnecessary personal information. The Panel comprised of three (3) Vatterott Officials, to include the Provost, the Vice President of Accreditation, and the Title IX Coordinator, will preside over all Title IX hearings. All officials will be trained to conduct hearings regarding alleged Title IX offenses as well as how to conduct investigations and hearings that protect the safety of alleged victims while promoting accountability. At least one (1) panel member will be physically present during the hearing while others may attend via teleconference. All determinations will be reached using a preponderance of the evidence standard (i.e. more likely than not) and all hearings will be prompt, fair, and impartial.

Hearings are closed to the public. The complainant and the accused party have the right to present during the hearing but do not have the right to be present during deliberations.

If necessary, arrangements can be made so as to prevent the complainant and the accused party from being present in the hearing room at the same time.

Special Considerations for Title IX Hearings

1. **Panel Composition and Training.** All allegations of Title IX violations found to require a hearing subsequent to a thorough investigation will be heard before the Panel. If necessary, arrangements can be made so as to prevent the complainant and the accused party from being present in the hearing room at the same time.

2. **Advisors.** The complainant and the accused party may have an advisor of their choice present during the hearing proceedings. However, it is important to note that advisors may not advocate on behalf of either party and may only serve in a support role. All advisors will be required to sign a standard form attesting that they have been informed and acknowledge that they may not advocate on behalf of either party and that all information disclosed during the hearing must be kept strictly confidential. The Panel will be so done using a preponderance of the evidence standard. This means that the accused party will be held responsible for his or her conduct if the Panel determines that it is more likely than not (51% or higher) that he or she did in fact engage in a prohibited act.

3. **Standard.** All determinations made by the Panel will be so done using a preponderance of the evidence standard. This means that the accused party will be held responsible for his or her conduct if the Panel determines that it is more likely than not (51% or higher) that he or she did in fact engage in a prohibited act.

4. **Hearing Participation.** Both parties will have the opportunity to be present during any hearing proceedings. Vatterott will make every effort to honor all requests to minimize contact between the reporting party and the accused. Additionally, both parties should be aware that members of the Panel may pose questions to the complainant, the accused, and/or witnesses presented by either party. Upon commencement of proceedings, the reporting party will be given an opportunity to make opening remarks to the Panel. Such remarks will be limited to ten (10) minutes. Subsequently, the reporting party will be allowed to present any relevant evidence and/or witnesses with personal knowledge of the circumstances resulting in the convening of the hearing. All witnesses will be called as needed and will not be permitted to be present until and unless needed. Cross-examination of the witnesses presented will not be allowed by opposing parties. Further, the complainant and respondent may not directly cross-examine one another, but may, at the discretion of the Panel, suggest questions to be posed by the Panel and respond to the other party. Upon conclusion of the reporting party's presentation, the accused party will be permitted to make opening remarks to the Panel. Such remarks will be limited to ten (10) minutes. The accused party will also have the opportunity to present relevant evidence and/or witnesses with personal knowledge of the circumstances resulting in the convening of the hearing. Should new evidence be disclosed during the hearing and without prior consultation with the Title IX Coordinator, the hearing may be delayed to allow the Panel to consider whether the newly disclosed evidence should be permitted. After all evidence has been presented, the reporting party will be permitted to give closing remarks followed by the accused party. Both parties will be allotted ten (10) minutes during which to provide concluding remarks.

Post-hearing, the Panel will convene, deliberate, and reach a determination. Both parties will be simultaneously notified in writing of the Panel's determination and the right to file an appeal within seven (7) business days. Determinations may include possible clarification of Vatterott policies, clarification regarding the alleged conduct, sanctions, restrictions, and/or conditions. The Panel's determination will become final within seven (7) business days unless an appropriate appeal is filed.

\(^1\) Reasonable cause is defined as “some credible information to support each element of the offense, even if that information is merely a credible witness or complainant statement.”

Possible Sanctions. Possible sanctions for a person found guilty of behavior in violation of this Policy include but are not limited to the following:

- Issuance of an oral or written reprimand to be placed in the personnel file;
- Mandatory attendance at a sexual harassment sensitivity program;
- An apology to the victim;
- Issuance of an oral or written warning;
- Transfer or change of job, class, or externship location;
- Demotion in employment or leadership position;
- Suspension, probation, termination, dismissal, or expulsion;
- Any other sanction deemed appropriate by Vatterott.

While counseling is not considered a sanction, it may be offered or required in combination with the imposed sanctions. Where alcohol and/or drugs are related to acts of sexual harassment, such counseling may include required participation in a substance abuse program.

Appeals. Either party may appeal the Panel's decision. All appeals must be submitted in writing to the General Counsel and Chief Administrator within seven (7) business days of the Panel's determination and clearly set forth grounds for the appeal. Appropriate grounds for appeal include procedural error, previously unavailable relevant evidence that could significantly impact the outcomes of the hearing or a claim that the sanction imposed was substantially disproportionate to the finding. Disagreement with the Panel's decision does not constitute grounds for appeal. The Title IX Coordinator will process the appeal and both parties will be informed simultaneously in writing of any changes arising from said appeal as well as the final determination. Results become final after seven (7) business days. All appeals will be reviewed and decided within ten (10) business days of receipt.

IX. Ongoing Criminal Investigations

In instances of sexual misconduct that may also constitute criminal conduct, the reporting party has the right to file a report with the appropriate law enforcement agency and may request the assistance of a Vatterott representative in doing so. The pendency of a criminal investigation does not relieve Vatterott of its responsibilities under Title IX. To the extent that doing so does not interfere with any ongoing criminal investigation, Vatterott will proceed with its own investigation and resolution of the complaint.

X. Retaliation

Retaliation against reporting parties or those cooperating with an investigation is strictly prohibited. Violation of this policy may result in Vatterott taking immediate disciplinary action, up to and including suspension and/or expulsion for students or termination for employees.

Retaliation includes, but is not limited to threats, harassment, or intimidation, taken against the reporting party or any third party or parties as a result of

XI. Obligations of Vigilance and Reporting

Vatterott can only respond to instances and allegations of harassment or discrimination if it is made aware of such occurrences. Therefore, Vatterott encourages anyone who believes that he or she has experienced sexual harassment or discrimination to promptly come forward with inquiries, reports, or complaints and to seek assistance from Vatterott officials. Furthermore, all Vatterott employees are responsible employees and have an obligation to communicate reports of sexual misconduct to the Title IX Coordinator.
Definitions – Consent

being given and to what consent is being given. Coercion, threats or blackmail. Both parties must understand that consent is engage in sexual activity. The person giving consent must do so absent coercion, or employee should assume that a Vatterott official knows about a situation or incident.

Definitions – Vatterott adheres to the following definitions applicable to this policy:

- Consent - an informed, voluntary, mutual, and freely given agreement to engage in sexual activity. The person giving consent must do so absent coercion, threats or blackmail. Both parties must understand that consent is being given and to what consent is being given.

- A person’s lack of verbal or physical resistance or submission resulting from the use or threat of force does NOT constitute consent;
- A person’s manner of dress does NOT constitute consent;
- A person’s consent to past sexual activity does NOT constitute consent to future sexual activity;
- A person’s consent to engage in sexual activity with one person does NOT constitute consent to engage in sexual activity with another;
- A person CANNOT consent to sexual activity if that person is unable to understand the nature of the activity or give knowing consent due to circumstances, including without limitation the following:
  - The person is incapacitated due to the use or influence of alcohol and drugs;
  - The person is asleep or unconscious;
  - The person is under age; or
  - The person is incapacitated due to a mental disability.
- A person can withdraw consent at any time.

Sex Discrimination - behaviors and actions that deny or limit a person’s ability to benefit from, and/or fully participate in, the available educational programs, activities, or employment opportunities because of a person’s sex.

Sexual discrimination may take many forms including sexual harassment (discussed below), denial of equal opportunities in educational programs, discrimination based on pregnancy and employment discrimination.

Sexual Harassment - unwelcome conduct of a sexual nature, such as unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature.

Sexual harassment includes sexual violence/assault, sexual exploitation, domestic violence, dating violence, stalking where motivated by sex or involving sexual conduct, and gender harassment/stereotyping.

Sexual Violence - a form of sexual harassment and refers to physical sexual acts perpetrated against a person’s will or when a person is incapable of giving consent (e.g., due to the student’s age or use of drugs or alcohol, or because an intellectual or other disability prevents the student from having the capacity to give consent).

A number of different acts fall into the category of sexual violence, including rape, sexual assault, sexual battery, sexual abuse, and sexual coercion. Claims of sexual violence will be adjudicated in accordance with Vatterott Educational Centers, Inc.’s Clery Investigations and Hearing Process.

Sexual Assault - actual or attempted sexual contact with another person without the person’s consent. Sexual assault includes, but is not limited to:

- Intentional touching of another person’s intimate parts without that person’s consent; or
- Other intentional sexual contact with another person without that person’s consent; or
- Coercing, forcing, or attempting to coerce or force a person to touch another person’s intimate parts without that person’s consent; or
- Rape, no matter how slight, of (1) the vagina or anus of a person by any body part of another person or by an object; or (2) the mouth of a person by a sex organ of another person, without that person’s consent.

Gender-based harassment - a form of sexual harassment and refers to unwelcome sexual conduct that is based on a person’s sex, gender identity, or gender expression. Gender-based harassment includes, but is not limited to:

Nonconsensual Sexual Contact - any intentional sexual touching, however slight, with any object or body part, by a man or woman upon another, without consent.

Nonconsensual Sexual Intercourse - any sexual intercourse (anal, oral, or vaginal) however slight, with any object or body part, by a man or woman upon a man or a woman, without consent.

Forced Sexual Intercourse - unwilling or nonconsensual sexual penetration (anal, vaginal, or oral) with any object or body part that is committed either by force, threat, intimidation, or through exploitation of another's mental or physical condition of which the assailant was aware or should have been aware.

Sexual Contact Includes:

- 11.4.1. Intentional contact with the breasts, buttocks, groin, or genitals of another person, or touching another person with any of these body parts; or making another person touch you or themselves with or on any of these body parts;
- 11.4.2. Any intentional bodily contact in a sexual manner, even where the touching does not involve contact with/of/between breasts, buttocks, groin, genitals, mouth or other orifice; or
- 11.4.3. Intercourse, however slight, meaning vaginal penetration by a penis, object, tongue or finger, anal penetration by a penis, object, tongue or finger, and oral copulation (mouth to genital contact or genital to mouth contact).

Sexual Exploitation - occurs when a person takes nonconsensual or abusive sexual advantage of another for his/her own advantage or benefit, or to benefit or advantage anyone other than the one being exploited, and that behavior does not otherwise constitute one of the other sexual misconduct offenses. Examples of sexual exploitation include:

- Prostituting another person;
- Recording images (e.g., video, photograph) or audio of another person’s sexual activity, intimate body parts, or nakedness without that person’s consent;
- Distributing images (e.g., video, photograph) or audio of another person’s sexual activity, intimate body parts, or nakedness, if the individual distributing the images or audio knows or should have known that the person depicted in the images or audio did not consent to such disclosure and objects to such disclosure; and
- Viewing another person’s sexual activity, intimate body parts, or nakedness in a place where that person would have a reasonable expectation of privacy, without that person’s consent, and for the purpose of amusing or gratifying sexual desire.

Dating Violence - violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on a consideration of the following factors:
Domestic Violence - a felony or misdemeanor crime of violence committed

Specifically Prohibited Conduct:

- Engaging in sex-based harassment that creates a hostile environment in or under any program or activity of this College.
- Promising, directly or indirectly, to reward another provided that the he or she comply with a sexually oriented request.
- Threatening, directly or indirectly, retaliation if a person refuses to comply with a sexually oriented request.
- Denying, directly or indirectly, an education or employment related opportunity if the person refuses to comply with a sexually oriented request.
- Engaging in unwelcome sexually suggestive conversation or inappropriate physical contact or touching of another.
- Engaging in indecent exposure.
- Making repeated sexual or romantic advances toward another despite his or her rejection.
- Engaging in unwelcome physical contact such as touching, blocking normal movement, physical restraint, or assault.
- Retaliate against another for filing a harassment complaint or threatening to report harassment.

Stalking - Stalking based on one's sex or gender includes repeatedly following, harassing, threatening, or intimidating another by telephone, mail, electronic communication, social media, or any other action, device or method that purposely or knowingly causes substantial emotional distress or reasonable fear of bodily injury or death.

Unwelcome conduct - conduct is considered "unwelcome" if the person did not request or invite it, and considered the conduct to be undesirable or offensive. Unwelcome conduct may take various forms, including name-calling, graphic or written statements, or other conduct that may be physically threatening, harmful, or humiliating.

Hostile Environment - exists when sex-based harassment is sufficiently serious to deny or limit the student's ability to participate in or benefit from the College's program or activities. It can be created by anyone involved in a College's programs or activity, including administrators, faculty members, students, and campus visitors.

Factors to determine whether a hostile environment exists include:

- The type, frequency, and duration of the conduct;
- The identity and relationships of persons involved;
- The number of individuals involved;
- The location of the conduct and the context in which it occurred; and
- The degree to which the conduct affected one or more student's education.

Suspension means termination of training for a specified time period. During this time, students do not earn any credit toward their grade. Nevertheless, students are encouraged to complete their work during a suspension to ensure understanding of materials.

Termination from training means permanent termination of student status at the Institution. Generally, students who are terminated from training are not allowed to return to any campus for any reason without prior written permission from the Campus Director. The decision to provide permission is entirely at the Campus Director's discretion. A Campus Director's denial of permission is final and not appealable.

Student Disciplinary Appeal

If you have any questions regarding this policy, please do not hesitate to contact the Title IX Coordinator via email at titleixcoordinator@vatterott.edu.

Student Disciplinary Appeal

A student who has been suspended or terminated from training as a result of a disciplinary decision at the campus-level may appeal the determination to the Student Disciplinary Review Committee ("Committee"). The Committee is comprised of Vatterott's Division One or Division Two Regional Director, the Provost, the Administrator of Student Affairs, and the General Counsel. The Committee will meet bi-monthly and will review all appeals at that time. The process in which the Committee chooses to review is entirely at their discretion. The decision of the Committee is final and may not be further appealed.

Any and all appeals must be submitted in writing within ten calendar days of the date of written notification of your suspension or termination from training. If mailed, the written letter of appeal must be postmarked within ten calendar days of the date of written notification of your suspension or termination from training. If you fail to provide a written letter of appeal within ten calendar days, you waive your right to appeal and the campus disciplinary decision becomes final. In your written appeal, you should include your basis for overturning the disciplinary decision.

If you choose to appeal your suspension or termination from training, please mail your written letter of appeal to:

Vatterott Educational Centers, Inc.
Administrator of Student Affairs
8580 Evans Avenue
Berkeley, MO 63134

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Suspension means termination of training for a specified time period. During this time, students do not earn any credit toward their grade. Nevertheless, students are encouraged to complete their work during a suspension to ensure understanding of materials.

Reinstatement from Disciplinary Dismissal

A student who has been terminated from training may apply for reinstatement thirty (30) weeks (or three (3) phases) after the date of the Committee's written decision. A student may apply for reinstatement by submitting a written request to the Administrator of Student Affairs. The request will be reviewed by the Committee.

The request should be in writing explaining the reasons why the student should be readmitted. The decision regarding reinstatement will be based upon factors such as grades, attendance, student account balance, conduct, the student's commitment to complete the program or any other factor(s) the Committee determines relevant.

The Committee retains sole authority as to whether they will review a student's application for reinstatement. The process in which the Committee considers the request is entirely at the Committee's discretion.

Students who are readmitted will be required to sign a new Enrollment Agreement, a Zero Tolerance Notification, will be charged tuition consistent with the existing published rate, and will be eligible for Federal Student Aid.
Student Grievance Policy

Should a student have a grievance or complaint concerning any aspect of his or her recruitment, enrollment, attendance, education, or career services assistance, the student should first contact the faculty or staff member to whom the grievance or complaint refers.

If a solution satisfactory to the student is not reached with the faculty or staff member, the student may submit his or her grievance or complaint in writing to the Director of Education, clearly describing the grievance or complaint. To facilitate this process, the Institution has created a Student Grievance Form, which may be obtained from the Director of Education.

The Director of Education will review the grievance or complaint, seek resolution and notify the student of the remedy within 10 days. In the event the student is not satisfied with the resolution provided by the Director of Education, the student must appeal to the Institution’s Campus Director in writing within 10 days of receiving the decision of the Director of Education.

The Institution’s Campus Director will review the pertinent facts and evidence presented. Within 10 days of receipt of the student appeal, the Institution’s Campus Director will formulate a resolution.

Students who wish to contest the Campus Director’s resolution may submit a written appeal to the Chief Administrator, Vatterott Educational Centers, Inc. as the final entity seeking a favorable resolution to reported grievance or complaint.

At any time, the student may contact the Vatterott Student Affairs division for additional support via email at studentaffairs@vatterott.edu.

Schools accredited by the Accrediting Commission of Career Schools and Colleges must have a procedure and operational plan for handling student complaints. 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 considered by the Commission must be in written form, with permission from the complainant(s) for the Commission to forward a copy of the complaint to the school for a response. 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 and Colleges
2101 Wilson Blvd. / Suite 302
Arlington, VA 22201
(703) 247-4212
www.accsc.org

A copy of the Commission’s Complaint Form is available at the school and may be obtained by contacting the school Campus Director or Director of Education.

Students may also contact the following agencies concerning any grievance or complaint about the Institution: Tennessee Higher Education Commission, Nashville, TN 37243-0830 Telephone: 615-741-5293

All student complaints shall be handled in accordance with the above procedure and, upon exhaustion of the above, are subject to the Arbitration Agreement executed by all students as part of their Enrollment Agreement. The Arbitration Agreement sets forth that the student and L’École Culinaire agree that the exclusive means of enforcing any state, federal, regulatory or other right(s) will be in accordance with and governed by the Arbitration Agreement. A copy of the Arbitration Agreement can be obtained by requesting a copy in writing directed to the Institution’s Campus Director.

Photographs

While not all photographs in this publication were taken at the Institution, they do accurately represent the general type and quality of equipment and facilities found at L’École Culinaire.

Institution Policies

Students are expected to be familiar with the information presented in this institution catalog, in any supplements and addenda to the catalog, and with all institution policies. By enrolling in L’École Culinaire, students agree to accept and abide by the terms stated in this catalog and all institution policies.

If there is any conflict between any statement in this catalog and the enrollment agreement signed by the student, the provision in the enrollment agreement supersedes and is binding.
ACADEMIC INFORMATION
Military Training and Experience

Military Service School Experience - Academic credit for military service school experiences will be accepted based on the recommendations prepared by the American Council on Education (ACE) and published in the “Guide to the Evaluation of Educational Experiences in the Armed Services”.

Military Occupational Specialties (MOS) - Academic credit for military occupational specialties will be accepted based on the recommendations prepared by the American Council on Education (ACE) and published in the “Guide to the Evaluation of Educational Experiences in the Armed Services”.

Credit for military training and experience can only be transferred if it is applicable to the student's degree program requirements at L'École Culinaire.

Internal Proficiency Credit (Test-Out)

Students are responsible for requesting proficiency examinations. Such a request should not be granted if an examination is available and the Director of Education or designee has reason to believe the student's experience or training warrants such an examination. The Director of Education is responsible for determining local proficiency examinations, for examination procedures that ensure the integrity of the examination process. The student shows competency by satisfactorily (minimum of 70%) completing the Institution-developed proficiency test. The test fee is $100.00 per term and is non-refundable.

A student who receives proficiency credit for test-out course or courses is awarded a grade of "TD". The course is noted on the transcript with a grade of "TD" and is included in the maximum time in which to complete and the rate of progress calculations but is not counted in the CGPA calculation.

Proficiency examination requests will not be honored for students in the following categories:

- Student is currently enrolled in the course beyond the add/drop deadline, which is defined as the first two weeks of the program enrollment;
- Student was previously enrolled in the course for which the exam is being requested; and
- Student previously failed the proficiency exam for that course.

Any student requesting a proficiency exam, who does not have credit for the prerequisite course, must obtain approval from the Director of Education or designee. If the proficiency credit is granted, the student must still earn credit for the prerequisite course through proficiency credit, transfer credit, or successful completion of the course. All tests and supporting documentation must be retained in the student's academic file.

External Proficiency Credit

Proficiency credit for certain undergraduate courses may be granted to students who achieve acceptable scores on specific nationally recognized examinations such as College Level Examination Program (CLEP), Advanced Placement (AP), and Defense Activity for Non-Traditional Education Support (DANTES) program. The American Council on Education (ACE) recommendations should be used when awarding CLEP or DANTES credit.

Credit for AP coursework is based solely upon the student's performance on the national examination administered by the College Board and not upon the student's performance in the AP course. A score of more than 3.0 on the examination is required for AP credit acceptance.
Professional Training or Certification Credit

Proficiency credit for certain courses may be granted to students who hold current specific industry-recognized professional certification. Such certifications may be reviewed by the Director of Education or designee for proficiency credit. Where available, the ACE College Credit Recommendation Service should be used to assess such certifications or training. Evaluations and supporting documentation should be retained in the student's academic file.

Term

A term is defined as a consecutive ten-week period of continued instruction.

Attendance Policy

Attendance is evaluated on a term by term basis. Class attendance, preparation, and participation are integral components to a student’s academic success. Students are strongly encouraged to attend every class session and to spend an appropriate amount of time outside of class reviewing and preparing for each class session. Failure to attend class may result in reduced participation, comprehension, and/or involvement with group projects, which may have an impact upon a student’s overall course performance.

In the instance that a student is absent from all classes for two consecutive weeks (14 calendar days) within a term, on the 14th day following the student's last date of attendance the Institution will place the student on heightened monitoring for potential dismissal from the Institution.

In the instance that a student is absent from an individual class for two consecutive weeks (14 calendar days) within a term, on the 14th day following the student's last date of attendance the Institution will place the student on heightened monitoring for potential dismissal from the course.

A student returns to class prior to the completion of the administrative withdrawal process, which shall be completed no later than the 25th calendar day following the student's last date of attendance, institutional staff will review and document the student's return to class and authorize discontinuation of the pending administrative withdrawal.

If a student is experiencing a mitigating circumstance and requests that the school permit him or her to return to school subsequent to the 25th calendar day following the student's last date of attendance, institutional staff will review and document the request and may grant an exception to hold the student up to the stated return date. Failure to return on the stated date will result in immediate withdrawal from the program.

A student in a Quarter Credit Hour program may be placed on attendance warning if absences exceed 30% of the total scheduled hours for a term/phase of enrollment. Students who withdraw or are removed from a course for failure to attend will receive a grade of W or WF; grades of WF count toward the time to completion (quantitative component) when evaluating a student's satisfactory academic progress, but will not affect the student's cumulative grade point average (qualitative component).

Any initial enrollment student* who fails to attend clock hours or QCH classes in their initial term of enrollment may have their enrollment cancelled by the Institution. Students can appeal their enrollment cancellation in writing to the Director of Education.

Students who fail to record attendance for a course may be withdrawn or canceled from the course and issued a grade of W. Students who are withdrawn or canceled from a course for failure to attend may experience a reduction in their financial aid funding.

*An initial enrollment student is any student that is starting classes for the first time at a Vatterott Educational Center, Inc. ("Vatterott") school, a student that is in their initial period of enrollment or a student in their initial period of enrollment in a subsequent program after completing or graduating from the previous program.

Make-Up Work

The Institution is committed to caring for its students. Our policy on graduation clearly spells out the criteria for graduation. Strict enforcement of these requirements is the norm, but since we are committed to the individual needs of our students, there are exceptions.

The Institution may allow the student, at the discretion and supervision of the Director of Education, to perform independent student projects, to make up missed days, or to make up work. The make-up work policy is defined as follows:

Make-up work shall:

- Be supervised by an instructor approved for the subject being made up;
- Require the student to demonstrate substantially the same level of knowledge or competence expected of a student who attended the scheduled class session;
- Be completed within two weeks of the end of the grading period during which the absence occurred;
- Be documented by the school as being completed, recording the date, time, duration of the make-up session, including the name of the supervising instructor; and
- Be signed and dated by the student to acknowledge the make-up session.

The guiding principle will be the academic progress of the student. If a student can make up his/her work, then the student will remain academically sound and maintain satisfactory progress. The Director of Education has the responsibility to determine the outcome of these exceptional situations.

Directed Studies Coursework

Independent study may only be offered within a credit hour program and must include comprehensive educational objectives and a written outline of the competencies to be achieved. A maximum of ten percent (10%) of credit hours required for graduation may be earned through Independent Study. The Institution’s policy prohibits students from transferring in more than fifty percent (50%) of the credit hours required for graduation. Students who transfer in fifty percent (50%) of the credits required for graduation will not be permitted to earn any of the remaining fifty percent (50%) of credits required for graduation through independent study.

Academic Advisement

Students are provided the opportunity to review their academic progress at any time in the Registrar's office. In addition, students are trained during the initial quarter (phase) to access the student's online portal which provides constant updates as grades are earned.

Students not making Satisfactory Academic Progress are advised in writing and given an academic plan to reach Satisfactory Academic Progress.

Grading Policy

The course grade earned by a student and assigned by the instructor will be based on an evaluation of the student’s mastery of the objectives of the course. The instructors' grading policy will be published in the course syllabus and approved by the Director of Education or designee in advance of the first day of class. A student is responsible for all work missed during an absence and must contact the instructor for allowed make-up work.

Unit of Credit - Clock/Credit Hour Conversion

The quarter credit hour is the unit of academic measurement used by the Institution. A quarter credit hour equals 30 units accumulated over a ten week period, comprised of the following academic activities:

- One clock hour in a didactic learning environment = 2 units
- One clock hour in a supervised laboratory setting of instruction = 1.5 units
- One hour of externship = 1 unit
- One hour of out-of-class work and/or preparation for the didactic learning environment or supervised laboratory setting of instruction that are designed to measure the student's achieved competency relative to the required subject matter objectives = 0.5 unit
Grading Systems

Grade reports are available to students at the completion of each term. Grades are based on the quality of work as shown by written tests, laboratory work, term papers, and projects as indicated on the course syllabus. Earned quality points are calculated for each course by multiplying the quality point value for the grade received for the course times the credit hour value of the course. For example, a 4.0 credit course with a grade of B would earn 12.0 quality points (credit value of course (4) times quality point value of B (3)). The Cumulative Grade Point Average (CGPA) is calculated by dividing the total earned quality points by the total attempted credits.

<table>
<thead>
<tr>
<th>Quarter Credit Hour Programs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letter Grade</td>
</tr>
<tr>
<td>----------------</td>
</tr>
<tr>
<td>A</td>
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<tr>
<td>B</td>
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<tr>
<td>C</td>
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<tr>
<td>D</td>
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<tr>
<td>F</td>
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<tr>
<td>W</td>
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<tr>
<td>WF</td>
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<tr>
<td>I</td>
</tr>
<tr>
<td>TC</td>
</tr>
<tr>
<td>TO</td>
</tr>
<tr>
<td>AU</td>
</tr>
</tbody>
</table>

Application of Grades and Credits

The charts above describe the impact of each grade on a student’s academic progress. For calculating rate of progress for students enrolled in quarter credit hour programs; grades of F (failure), WF (withdrawal/failure) and I (incomplete) are counted as hours attempted, but are not counted as hours successfully completed. For calculating rate of progress for students enrolled in clock hour programs; grades I (incomplete) are counted as hours attempted, but are not counted as hours successfully completed. Grades of W (Withdrawn), WF (withdrawal/failure) and F (failure) are counted as hours attempted and earned.

A grade of W will not be awarded after the student has completed the add/drop period of the term unless they are granted a Leave of Absence. Withdrawal after the add/drop period of the term will result in the student receiving a grade of WF.

The student must repeat any required course in which a grade of F, W or WF is received. Students will only be allowed to repeat courses in which they received a grade of D or below.

In the case of D or F, the better of the two grades is calculated into the CGPA. The lower grade will include a double asterisk **” indicating that the course has been repeated. Both original and repeated credits will be counted as attempted credits in rate of progress calculations.

TC and TO credits are included in the maximum time in which to complete the mandatory courses and academic honors. The GPA may range from 0.00 through 4.0.

TC and TO credits are included in the maximum time in which to complete the mandatory courses and academic honors. The GPA may range from 0.00 through 4.0.

To receive an incomplete “I”, the student must petition, by the last week of the term, for an extension to complete the required course work. The student must be satisfactorily passing the course at the time of petition. Incomplete grades that are not completed within fourteen calendar days after the end of the term will be converted to a grade of F and will affect the students CGPA.

Grade Point Averages

A student’s grade point average (GPA) is computed by dividing the total number of quality points earned by the total number of credit/clock hours for which grades were awarded. The grade points are calculated by multiplying the quality points for the grade earned for each course by the number of credit/clock hours associated with the course. The term grade point average applies to work in a given term. A student’s overall academic average is stated in a cumulative grade point average (CGPA), which is based on all grades and credits/clock hours earned in the declared program of study to date.

Grade reports are available to students at the completion of each term. Grades are based on the quality of work as shown by written tests, laboratory work, term papers, and projects as indicated on the course syllabus. Both the term GPA and CGPA only include courses that are required for graduation in the student’s current program of study and exclude developmental courses and any other courses considered to be ineligible by licensing, state, or provincial authorities. CGPAs help determine whether a student is meeting the standards of academic progress, eligibility for graduation, state, or provincial authorities. CGPAs help determine whether a student is meeting the standards of academic progress, eligibility for graduation, and academic honors. The GPA may range from 0.00 through 4.0.

Audit Grade

A student must declare the intention to audit a course during the add/drop period as specified in the Institution catalog. Tuition is charged for audited courses; however, financial aid is not applicable.

Evaluation of work and class participation is optional, but class attendance is required. A student must inform the instructor of the audit status. The designator “AU” is placed on the student’s transcript regardless of whether or not the student completed the course.

Withdrawal Grade

A student enrolled in courses after the add/drop deadline who wishes to withdraw must apply through the Director of Education or designee. If the withdrawal occurs within the add/drop period as stated in the Application of Grades and Credits section, the course remains on the transcript and is designated with a “W.” A course withdrawn after the add/drop period receives a designator of “WF.”
**Failing Grade**

A student who receives a failing grade (F) in a required course must repeat the course and receive a passing grade or receive transfer credit for the course in order to graduate. A course for which an “F” is awarded is included in the term GPA and CGPA. When the student repeats the course with a passing grade or receives transfer credit, the CGPA will be adjusted accordingly. The failure grade will remain on the transcript.

**Incomplete Grade**

An incomplete grade “I” signifies that not all the required coursework was completed during the term of enrollment. The “I” grade is not calculated into the term GPA or CGPA at the time it is awarded.

Instructors submitting “I” grades must receive approval from the Director of Education or designee and documentation of the “I” grade must be placed in the student’s academic file. For students not enrolled in an externship or other formal experiential learning activity, all required coursework must be complete and submitted within two weeks after the end of the term. For students enrolled in an externship or other formal experiential learning activity, please refer to the Externship or Other Formal Experiential Learning Activities section of the catalog. If course requirements are not satisfied by the deadline, the “I” is converted to an “F.” An “I” grade may be assigned only when all of the following conditions are met:

- The student has been making satisfactory progress in the course, as determined by the instructor;
- The student is unable to complete some coursework because of unusual circumstances that are deemed acceptable by the instructor; and
- The student presents these reasons in writing, with any required documentation prior to the last day of the term.

**Satisfactory Academic Progress Policy**

All students must meet the standards of the satisfactory academic progress (SAP) policy in order to remain enrolled. Additionally, these standards of SAP must be maintained in order to remain eligible for Federal Student Aid and Veterans Education Benefits. SAP is determined by measuring the student’s cumulative grade point average (CGPA) and the student’s rate of progress (ROP) toward completion of the academic program. Students must meet the standards of both components (CGPA and completion rate) to remain eligible and considered to be maintaining SAP. In addition, students must complete their program of study within the maximum timeframe for program completion.

Students enrolled in clock/credit hour programs will have both components of SAP evaluated at the end of each term of enrollment. In addition, students enrolled in clock hour programs will have both components of SAP evaluated by the end of payment period for financial aid purposes.

**Application of Grades and Credits for SAP**

For calculating rate of progress for students enrolled in credit hour programs, a grade of W (Withdrawn) will not be counted as hours attempted. For calculating rate of progress for students enrolled in clock hour programs, a grade of W (Withdrawn) will be counted as hours attempted and earned. This grade is awarded when a student withdraws from a course within the add/drop period of a term or when a student is granted a Leave of Absence during the term. Please refer to the Leave of Absence Policy for further information regarding Leave of Absences.

**Rate of Progress for Program Completion Requirements**

In addition to the CGPA requirements, a student must successfully complete a minimum percentage of the cumulative credits or clock hours attempted at specific points in the program to maintain satisfactory academic progress. These rates of progress are outlined along with the CGPA requirements in the tables below.

Credits or clock hours attempted are defined as those credits or clock hours for which students are enrolled in the term and have incurred a financial obligation.

As with the CGPA requirements, the rate of progress will be reviewed at the end of each term after grades have been posted to determine if the student is progressing satisfactorily.

For clock hour programs, logged hours of attendance in a course will be considered earned unless otherwise noted by the instructor. Attempted hours are based on the expectation that a student is scheduled for 30 hours of class time each week, for 10 weeks (day students), or 25 hours of class time each week, for 10 weeks (night students). Rate of Progress for Satisfactory Academic Progress is calculated by dividing earned hours by attempted hours.

For clock hour students who withdraw during the middle of a term, the attempted hours for that term will be prorated based on 30 scheduled hours per week for day students and 25 scheduled hours per week for night students up to and including the last day of attendance. The earned hours for that term will be the logged hours of attendance up to and including the last day of attendance.

**Certificate/Diploma Program - Quarter Credit Hours**

<table>
<thead>
<tr>
<th>Attempted Quarter Credits</th>
<th>Minimum CGPA Required</th>
<th>Minimum Rate of Progress</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-15</td>
<td>1.0</td>
<td>33%</td>
</tr>
<tr>
<td>16-30</td>
<td>1.5</td>
<td>50%</td>
</tr>
<tr>
<td>31 credits - graduation or maximum allowable credits reached</td>
<td>2.0</td>
<td>66.67%</td>
</tr>
</tbody>
</table>

**Associate Degree Program - Quarter Credit Hours**

<table>
<thead>
<tr>
<th>Attempted Quarter Credits</th>
<th>Minimum CGPA Required</th>
<th>Minimum Rate of Progress</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-15</td>
<td>1.0</td>
<td>33%</td>
</tr>
<tr>
<td>16-45</td>
<td>1.5</td>
<td>50%</td>
</tr>
<tr>
<td>46 credits - graduation or maximum allowable credits reached</td>
<td>2.0</td>
<td>66.67%</td>
</tr>
</tbody>
</table>

**Maximum Time to Complete Program**

A student is not allowed to attempt more than 1.5 times, or 150% of the number of credits or clock hours in their program of study. The requirements for rate of progress are to ensure that students are progressing at a rate at which they will complete their programs within the maximum time frame. The maximum allowable attempted credits are noted below.

**Program Maximum Allowable Attempted Credits**

- Culinary Fundamentals Diploma - 87 QCH
- Culinary and Restaurant Management Associate of Occupational Studies - 147.75 QCH

**How Transfer Credits or Change of Program Affect SAP**

Credit that has been transferred into the Institution by the student has no effect on the grade point average requirement for SAP. Transfer credit is considered when computing the rate of progress toward completion calculation in SAP and the maximum timeframe allowed for a program of study. For example, a student transfers from institution A to institution B. The student is able to transfer 30 credits earned at institution A into a program at Institution B. The program requires 180 credits to graduate. Thus, the maximum time frame for this student’s new program at institution B will be one and half times (150%) x 180 = 270 credits. The 30 transfer hours will be added to the attempted and earned hours when the rate of progress and maximum time frame are being calculated.

When a student elects to change a program at the institution (this includes moving from a diploma to an Associate degree in the same program), the student’s earned credits and grades will be transferred into the new program as applicable, including transfer credit.

Associated courses - If any course taken in the original program is also part of the new program, that course will be associated with the new program, and those associated courses will be included when computing grade point average (except WF grades), rate of progress, and maximum time frame.
This includes courses that were failed or withdrawn.

Transfer credits - Transfer credits, either from L’École Culinaire or from another institution, that are applicable to the new program of study will not be calculated in the grade point average, but those transfer credits will be considered as credits attempted and earned in the rate of progress and maximum time frame calculation.

For example, a student transfers from Program A to Program B, the student is able to transfer 30 external credits, 20 transfer credits from Program A and 10 associated credits earned in Program A into Program B. Program B requires 180 credits to graduate. Thus, the maximum time frame for this student’s new program will be one and a half times (150%) x 180 = 270 credits. The 30 external transfer credits and 20 internal transfer credits will be added to the attempted and earned hours when the rate of progress and maximum time frame are being calculated; the 10 associated credits earned in Program A will be included in the grade point average, rate of progress and the maximum time frame calculations.

Students who are dismissed for not meeting SAP may not transfer programs and immediately regain eligibility for Federal Student Aid. Eligibility is only regained after a SAP appeal is approved.

### Academic Warning/Probation

At the end of each term after grades have been posted, each student’s CGPA and rate of progress are reviewed to determine whether the student is meeting the satisfactory academic progress requirements. The following terms are used to indicate each student’s academic standing:

**FA Warning** - Academic Warning is a status conferred automatically at the end of the first term after which a student has not met SAP, in accordance with the values specified in the CGPA and Rate of Progress for Program Completion Requirements sections of this catalog. The student will meet with academic staff and a plan will be developed indicating what must be accomplished to meet SAP in the ensuing term. This status allows a student to remain eligible for Federal Student Aid and Veterans Education Benefits for one additional term (payment period). At the end of the warning period, the student will be returned to regular status if he/she meets or exceeds the minimum standards. Students who are not able to meet the SAP requirements at the end of the ensuing term, and who wish to continue their education may complete and submit a SAP Appeal in accordance with the SAP Appeal for Reinstatement section of this catalog. Students who fail to meet SAP at the end of the warning period will be placed on a Financial Aid Hold.

**FA Probation** - Academic Probation is a status designated for a student who has appealed and been granted an approved SAP Appeal. The FA probation - Academic Probation status may be for more than one term, if the student isn’t able to meet minimum SAP requirements after one term of probation. Students are eligible for Federal Student Aid and Veterans Education Benefits during the period(s) of probation, as long as students are meeting the requirements outlined in their approved academic plan.

A student on probation will not be eligible for Federal Student Aid and Veterans Education Benefits for the subsequent payment period unless the student (1) meets SAP by the conclusion of the probationary period or (2) for students with an academic plan developed by the institution, the institution determines that the student met the requirements specified at the end of each term in the academic plan.

Students facing dismissal for failing to meet Satisfactory Academic Progress may appeal their dismissal in writing to the Director of Education, in accordance with the SAP Appeal for Reinstatement section of this catalog. The appeal should explain why the student failed to meet satisfactory progress and what has changed in his/her situation that will allow the student to make satisfactory progress at the next evaluation. A student with a pending SAP Appeal, and currently on Financial Aid Hold, is approved to observe class as an inactive student for the first week of the term or until the appeal has been reviewed.

The institution may grant an appeal and place a student on probation if the student had an extenuating circumstance that affected the student’s ability to meet SAP standards and the institution de-termines (1) that the student should be able to meet SAP standards after the subsequent term or (2) that the student should be able to meet SAP standards by a specific point in time if he or she follows an academic plan developed by the institution.

Students who withdraw from a course(s) or term of FA Warning - Academic Warning or FA Probation - Academic Probation are considered to have failed that term.

If at any point it is determined that it is mathematically impossible for the student to meet the minimum SAP requirements, the student will be dismissed from the institution. The institution also reserves the right to place students on or remove them from academic monitoring based on their academic performance, notwithstanding these published standards.

Notification of academic dismissal will be in writing. The Student Conduct Policy section of this catalog describes other circumstances that could lead to student dismissal for non-academic reasons.

As a dismissed student, a tuition refund may be due in accordance with the institution’s Refund Policy.

Students not meeting the SAP requirements must participate in academic advising as deemed necessary by the institution as a condition of their academic monitoring. Students who fail to comply with these requirements may be subject to dismissal even though their CGPA or rate of progress may be above the dismissal levels.

### SAP Appeal for Reinstatement

SAP appeals must include:

1. Official SAP Appeal form prepared by the Director of Education;
2. A letter of appeal prepared and signed by the student stating the reason(s) for past academic issues and what has changed that will allow the student to achieve SAP standards;
3. Supporting documentation of extenuating circumstances (e.g., injury/illness, death of a relative, or other special circumstances), dated during term(s) of unsatisfactory progress;
4. An academic plan signed by the student and Director of Education detailing specific requirements for the student to meet SAP within the next term(s);
5. SAP calculation prepared by Director of Education used to develop the academic plan;
6. Completed Financial Aid/Academic Warning Advising affidavit; and
7. An unofficial transcript with final grades for the most recently completed term.

All appeal documents must be submitted to the Director of Education at the campus. The complete SAP Appeal must be received within seven (7) days of the end of the previous term. The campus Director of Education will forward the complete appeal packet to Corporate Academics for review/approval.

Corporate Academics will forward the appeal to Corporate Financial Aid for review/approval. All SAP appeals must be reviewed and approved by Corporate Academics and Corporate Financial Aid. Approvals will be sent to campus personnel for processing.

Re-entering students who were not meeting SAP while on Financial Aid Warning - Academic Warning when they withdrew from the program are required to submit a SAP Appeal prior to re-enrollment. Students seeking re-enrollment requiring a SAP Appeal are not subject to the seven (7) day limitation for filing the appeal, but must submit the appeal prior to the start of the term.

Students transferring from program to program or location to location within the Vatterott Educational Centers, Inc. system will be placed in the appropriate enrollment SAP status at the new location according to their SAP status at the time of withdrawal from the previous location.
Appeal to Grade Challenge, Coursework and SAP Determination

A student who has been identified as not meeting satisfactory academic progress or who has been academically dismissed may appeal the determination if special or mitigating circumstances exist. Any appeal must be in writing and must be submitted to the Academic Review Committee (consisting of Campus Director, Director of Education, and Program Director). To request to continue enrollment in the subsequent term, the SAP Appeal must be submitted within 7 days of the end of the previous term receiving notification of his/her SAP status or requirement to file a SAP appeal.

Re-entering students are eligible to appeal for re-entrance into the program at a future start date within 7 days of the end of the program. Refer to the SAP Appeal for Reinstatement section of the catalog for appeal procedures and requirements, including requirements for students seeking to re-enter into the program.

The student should explain what type of circumstances contributed to the academic problem and what plans the student has made to eliminate those potential problems in the future. The decision of the Committee is final and may not be further appealed.

Students have the right to appeal a final course grade by submitting their appeal in writing within 10 business days of the end of the course. For details on submitting an appeal, students should speak with the Director of Education.

Reinstatement

A student who has been dismissed for any reason other than disciplinary or academic dismissal may apply for reinstatement to the Institution by submitting all application materials along with a written request to the Director of Education. The request should be in the form of a typed letter explaining the reason(s) why the student should be reinstated. A student may be required to wait at least one term before they are eligible. The decision regarding reinstatement will be based upon factors such as grades, attendance, student account balance, conduct, and the student’s commitment to complete the program.

Dismissed students who are reinstated will sign a new Enrollment Agreement and will be charged tuition consistent with the existing published rate.

Graduation Requirements

In order to graduate, a student must have earned a minimum of a 2.0 CGPA, must have successfully completed all required credits within the maximum credits that may be attempted and must have completed the exit interview process. Students must be in good standing on all financial obligations in order to receive diplomas and official transcripts; please see the Transcript Request Policy in this catalog for details.

Completers

A completer is a student who is no longer enrolled in the Institution and who has either completed the time allowed or attempted the maximum allowable number of credits for the program of study but did not accomplish one of the following graduation requirements:

1. Achieve a minimum CGPA of 2.0; or
2. Complete required competencies and/or Externship; or
3. Satisfy non-academic requirements (e.g., outstanding financial obligations)

Completers are not eligible to receive Federal Student Aid.

Academic Honors

A graduate with an appropriate cumulative grade point average (CGPA) will be eligible for one of the following recognitions:

- President’s List: 4.0 Cumulative GPA
- Dean’s List: 3.0 – 3.9 Cumulative GPA

Externships or Other Formal Experiential Learning Activities

All externships and other formal experiential learning activities will be registered in the student system. Attendance or participation is to be tracked and posted at least once a week and final grades will be recorded at the end of the enrollment period. Students who are unable to complete their externship or other formal experiential learning activity by the end of that term of enrollment will be granted an Incomplete Grade "I" for up to 10 additional weeks to complete their remaining requirements. The student will not be charged any additional tuition for the externship or other formal experiential learning activity. Once the student completes all of the requirements for the externship or other formal experiential learning activity within the additional 10 week period, the incomplete Grade "I" will be changed to the appropriate letter grade.

For externships or other experiential learning activities that occur at the end of the student’s curriculum and that are required for graduation, the graduation date will coincide with the last day of the term in which the student completes all program requirements, unless the student completes such requirements during the additional 10 week period, in which case the graduation date may be the last day of attendance.

Only externship hours that are submitted before the student drops or takes a Leave of Absence will be counted as hours towards completion of the externship. A student who receives an “F” for failing to perform essential duties at the site may be re-enrolled in the externship or experiential learning activity course for the subsequent term. If a student chooses to re-enroll, hours completed and submitted in the previous term will not be counted toward the completion of the externship and other formal experiential learning activity.

Leave of Absence Policy

The Institution permits students to request a leave of absence (LOA) as long as the leaves do not exceed a total of 180 calendar days during any 12-month period and as long as there are documented, legitimate extenuating circumstances that require the student to interrupt their education.

Extenuating circumstances include but are not limited to: Medical (including pregnancy), Family Care (including unexpected loss of childcare and medical care of family), Military Obligations and Jury Duty.

In order for the student to be granted an LOA, the student must submit a completed, signed and dated Leave of Absence Request Form along with supporting documentation in advance of the LOA start date to the Director of Education. The student must have completed the most recent term and received academic grades (A-F) for that term.

- Students in a credit-hour program must request the LOA before the start of the term.
- Students in a clock-hour program and those enrolled only in an externship may request the LOA at any time.
- An LOA cannot be granted after the start date of the term for which the student is requesting the LOA unless the student is enrolled in a clock-hour program.
- In rare cases, unforeseen and extenuating circumstances prevented a student from requesting the LOA before the start of a term, the student should contact the Director of Education when possible for potential consideration.

The Institution reserves the right to grant a retroactive LOA due to unforeseen and extenuating circumstances where the student was unable to request the LOA timely. The student must provide the Institution with documentation of the unforeseen and extenuating circumstances along with all required LOA paperwork.

The school will determine the LOA of the student based on the documentation submitted with the request. On a case-by-case basis, students enrolled in a credit-hour program may be granted a retroactive LOA after commencement of the term, in accordance with the requirements outlined above, which may include expunging the student’s record of registration for the term.

During the student’s approved LOA period, federal loan disbursements will not be disbursed to the student’s school account; however, the Institution may post grant funds.
Leaves of Absence Due to Military Obligations

When a service member of the Armed Forces is called to active duty, the student must provide proof of active duty orders. When the student is called to active duty during the term, the Institution will:

- Excuse tuition and fees for the term.
- Refund any payments received for the term to the proper source.
- Expunge the student’s record of registration for the term so that the student is not penalized academically.

Returning from a Leave of Absence

Upon return from leave, a student enrolled in a clock-hour program will be required to re-enroll and continue in the same course(s) from which the student interrupted studies prior to the LOA and receive final grades for the course(s). If the term was completed before an LOA was granted, students enrolled in both clock-hour and credit-hour programs will be expected to continue and enroll in course(s) offered in the normal sequence of the educational program.

In addition, tuition and lab fees will not be charged for a student enrolled in a clock-hour program for completing the course(s) from which the student took leave. A student whose tuition and fees were reversed due to military obligations or a retroactive LOA, will be charged for tuition and fees as applicable to the reentry term.

Failure to Return from a Leave of Absence

A student who fails to return from a LOA on or before the scheduled return date indicated in the written request will be withdrawn from the Institution, and the Institution will invoke the cancellation/refund policy. As required by federal statute and regulations, the student’s last date of attendance (LDA) prior to the scheduled return date from the approved LOA will be used in order to determine the amount of funds the Institution earned and make any refunds that may be required under federal, state or institutional policy. The determination date of withdrawal will be the date the student was required to return and did not.

A student who has received federal student loans must be made aware that failure to return from an approved LOA (depending on the length of the LOA), may have an adverse effect on the student’s loan repayment schedules. Federal loan programs provide students with a “grace period” that delays the student’s obligation to begin repaying his/her loan debt for six months (180 days) from the LOA. If a student takes a lengthy LOA and fails to return to the Institution after the conclusion, some or all of the grace period may be exhausted – forcing the student borrower to begin making loan repayments immediately.

Effects of Leave of Absence on SAP

Students who are contemplating a leave of absence should be cautioned that one or more factors may affect their eligibility to graduate within the maximum program completion time:

- Students returning from a leave of absence are not guaranteed that the phase/course required to maintain the normal progress in their training program will be available at the time of reentry;
- Students may have to wait for the appropriate phase/course to be offered;
- Students may be required to repeat the entire phase/course for which they elected to withdraw prior to receiving a final grade;
- Financial aid or veteran’s education benefits may be affected.

Program Transfers

Some students wish to change their program of study after they have completed certain coursework toward the completion of a program. Under certain conditions, L’École Culinaire students may transfer between Diploma, Associate and Bachelor level programs within the Vatterott Educational Centers, Inc. (“Vatterott”) school system by completing a new Enrollment Agreement; and, receive full credit for successfully completed L’École Culinaire system courses, provided such courses are either in the same program or are comparable to or substantially the same in scope and content, were earned within five (5) years (technical courses only), and meet all other established L’École Culinaire policies and criteria. A student who wants to switch from one program to another must initiate the procedure by requesting a Program Transfer Request form from the Director of Education. The completed Request for Program Transfer form must be processed by the Registrar and Office of Financial Aid and submitted to the Campus Director for final approval.

Students must be meeting Satisfactory Academic Progress or have an approved appeal to be eligible for a program transfer.

Students Receiving Veterans Benefits

Students receiving Veterans education benefits must meet satisfactory academic progress (SAP) and attendance requirements in accordance with the Institution’s SAP and Attendance policies in order to remain eligible to be certified for VA education benefits. VA students on academic probation are considered to be maintaining satisfactory progress and will continue to be certified for education benefits with the U.S. Department of Veterans Affairs (VA). If students fail to meet academic requirements as defined in their academic plan while on probation, their enrollment certification will be terminated which may result in VA requiring students to repay a portion or all benefits received. Once benefits are terminated due to SAP/attendance, students are ineligible to be certified for VA education benefits until SAP is once again met or if students successfully appeals the decision for readmission.

Articulation Agreements

In some circumstances, Vatterott Educational Centers Inc. ("Vatterott"), or a school or group of schools operated by Vatterott, may enter into a written agreement with another institution pursuant to which certain courses or programs are assessed and pre-approved for transferability. Information regarding such “articulation agreements”, including a summary of each agreement, may be found at http://www.vatterott.edu/articulationagreements/agreements.asp.

Important Note: Prospective and current students should be advised that L’École Culinaire does not and cannot guarantee that credits earned at an institution operated by Vatterott will be accepted by or transferable to any other college, university, or educational institution, even where an articulation agreement is in place. Accordingly, students are strongly encouraged to contact any institution to which they may want to transfer credits earned at a L’École Culinaire institution to confirm that such institution will accept their credits on transfer, consistent with any existing articulation agreement.

Individuals seeking additional information relating to articulation agreements can contact their Campus Director or Director of Education, or email their inquiry to consumerinfo@vatterott.edu.
PROGRAM OFFERINGS
Program Offerings

L’École Culinaire - Memphis Campus

Diploma

Culinary Fundamentals

Associate of Occupational Studies (AOS)

Culinary & Restaurant Management

L’École Culinaire only offers those specific programs of study listed above and expressly discussed in the Course Descriptions section of this catalog. Other L’École Culinaire campuses only offer those specific programs of study specified in their respective current catalogs.

The Institution reserves the right to alter the scope and sequence of course offerings at any time.

Culinary Fundamentals - Diploma

The objective of this program is to prepare students to perform the tasks necessary for the successful operation of the brigade, line operation, or baking/pastry bench in a food service-related industry.

Graduates will be prepared for entry-level employment as: assistants, apprentices, commis de cuisine, station chefs, line cooks, short-order cooks, and hotel and institutional cooks. Students will also be prepared to perform entry-level tasks at the baker’s bench as a baker and pastry assistant.

This program consists of 40 weeks, 58 quarter credit hours of cookery theory and associated lab work.

<table>
<thead>
<tr>
<th>Course #</th>
<th>Course Title</th>
<th>QCH</th>
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</thead>
<tbody>
<tr>
<td>CF-103</td>
<td>Culinary Math and Food Costing</td>
<td>2</td>
</tr>
<tr>
<td>CF-107</td>
<td>Fundamentals of Culinary</td>
<td>8</td>
</tr>
<tr>
<td>CF-108</td>
<td>Cooking Essentials I</td>
<td>5</td>
</tr>
<tr>
<td>CF-110</td>
<td>Meat and Poultry Fabrication</td>
<td>3</td>
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<td>CF-113</td>
<td>Fish and Shellfish Fabrication and Cooking</td>
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<tr>
<td>CF-114</td>
<td>Cooking Essentials II</td>
<td>7</td>
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<tr>
<td>CF-120</td>
<td>Garde Manger</td>
<td>5</td>
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<tr>
<td>CF-125</td>
<td>International Cuisine</td>
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<tr>
<td>CF-130</td>
<td>American Regional Cuisine</td>
<td>4</td>
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<tr>
<td>CF-136</td>
<td>The Art &amp; Technique of Baking &amp; Pastry</td>
<td>9</td>
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<td>CF-140</td>
<td>Menu Development, Buffet Planning and Service</td>
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<tr>
<td>CF-150</td>
<td>Cookery</td>
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<td>CF-205</td>
<td>Food Service Management and Administration</td>
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<td>CF-210</td>
<td>Food Service Marketing and Public Relations</td>
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<tr>
<td>CF-218</td>
<td>Nutrition and Healthy Cooking</td>
<td>4.5</td>
</tr>
<tr>
<td>CF-220</td>
<td>Cost Control, Purchasing and Receiving</td>
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</tr>
<tr>
<td>GE-120</td>
<td>English Composition</td>
<td>4.5</td>
</tr>
<tr>
<td>GE-150</td>
<td>Professional Communications</td>
<td>4.5</td>
</tr>
<tr>
<td>GE-205</td>
<td>College Algebra</td>
<td>4.5</td>
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</tbody>
</table>

Students Must Select 1 of the Following Electives

<table>
<thead>
<tr>
<th>Course #</th>
<th>Course Title</th>
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<tbody>
<tr>
<td>CF-216</td>
<td>Customer Service and Dining Room Management</td>
</tr>
<tr>
<td>CF-226</td>
<td>Beverage Development and Service</td>
</tr>
<tr>
<td>CF-228</td>
<td>Contemporary Cuisine and Plate Design</td>
</tr>
</tbody>
</table>

Total Number of Quarter Credit Hours Required for Graduation: 58
**Course Descriptions**

The total hours for each course are represented in Quarter Credit Hours (QCH) or Clock Hours (CH), as appropriate. Prerequisites are listed, if applicable.

**BUS-215: Human Resource Management** 4.5 Quarter Credit Hours

This course focuses on human resource management skills used by business managers in day-to-day operations. While focusing on the different aspects of human resource management and practices, problem solving and critical thinking skills are applied. Students will also learn successful techniques for recruiting, interviewing, securing, and training employees.

**CF-103: Culinary Math and Food Costing** 2 Quarter Credit Hours

This course will provide the student with an understanding of the fundamentals of culinary math and cost control. The primary goal of this class is for students to acquire the basic math skills necessary for success in the food service profession. Topics include basic math fundamentals, calculator use, math essentials in food preparation, recipe conversion, recipe costing, accounting, and introduction to food cost management.

**CF-107: Fundamentals of Culinary** 8 Quarter Credit Hours

This course will provide the student with an understanding of the practical fundamentals of kitchen work. The primary topics of this class include a focus on kitchen safety, sanitation and health; knife skills; classic and common kitchen knives, as well as learning the proper use and identity of large equipment and common kitchen smallwares. Additionally, the students will produce and develop an understanding of the fundamentals of proper stock, sauce, and soup making. In sauce production, focus begins with the classic Mother sauces and their derivatives. Emphasis is placed on product identification and utilization, along with a review of proper flavoring, seasoning, and how to build flavors in cooking. This will help establish a foundation for continued culinary development. Professionalism and a sense of urgency, which are vital to success in the culinary field, will be introduced and reinforced.

**CF-108: Cooking Essentials 1** 5 Quarter Credit Hours

This course will provide the student with an understanding of the fundamental principles of cooking. The primary topics of this class will include the identification, selection, and use of basic ingredients used in cookery. Basic application of cooking methods with some focus on grains and starches, along with breakfast cookery, will help to strengthen the understanding of the fundamentals of proper stock, sauce, and soup making. In sauce production, focus begins with the classic Mother sauces and their derivatives. Emphasis is placed on product identification and utilization, along with a review of proper flavoring, seasoning, and how to build flavors in cooking. This will help establish a foundation for continued culinary development. Professionalism and a sense of urgency, which are vital to success in the culinary field, will be introduced and reinforced.

**CF-110: Meat and Poultry Fabrication** 3 Quarter Credit Hours

Meat and Poultry Fabrication will incorporate both theoretical and practical learning experiences to reinforce the foundation of culinary skills that students acquire during their earlier phases of study. This course will help students learn to get the most value out of various protein sources and choose the right cut for the right cooking method. Students will be introduced to a basic knowledge of muscle structure, how animals are fabricated into primal cuts, how primal cuts are fabricated into sub-primal cuts, and how sub-primal cuts are further fabricated into the cuts served to customers. Students will learn about yield percentages and how to use all of the trim for additional value.

**CF-113: Fish and Shellfish Fabrication and Cooking** 3 Quarter Credit Hours

Fish and Shellfish Fabrication and Cooking incorporate both theoretical and practical learning experiences to reinforce the foundation of culinary skills that students acquire during their earlier phases of study. Students will apply proper storage, fabrication, preparation, and presentation techniques to the production of seafood. Students will receive whole fish and shellfish and then fabricate these items into more readily usable forms. Students will hone their primary cooking techniques by applying them to various fish and shellfish. Students will prepare plated entrees including appropriate accompaniments of darts, vegetables, and sauces.

**CF-114: Cooking Essentials 2** 7 Quarter Credit Hours

This course will provide the student with an understanding of the fundamentals of dry and moist heat cooking methods. The primary topics of this class include the identification, selection, and use of the basic ingredients applicable for dry heat cooking methods. Students will learn the proper use of professional cooking tools and equipment and gain understanding of the basic principles of dry heat cooking including sautéing, frying, roasting, grilling, and broiling. Additionally, students will learn to recognize and correct common faults and failures in many dry and moist cooking methods. This course is designed to ensure that the student has mastered the ability to understand the basic cooking methods necessary for success in the food service profession.

**CF-120: Garde Manger** 5 Quarter Credit Hours

Garde Manger is the study and practice of cold food production and cold food art. During class, students will produce salads and salad dressings, condiments (such as ketchup, Worcestershire and Mayonnaise), various intermezzos and other cold items (such as soups). Additionally, students will practice techniques for the production of a diverse variety of hors d'oeuvres. Students will practice the art of buffet presentation and will produce a cold food platter using the techniques associated with meat and fruit platters.

**CF-125: International Cuisine** 4 Quarter Credit Hours

This course will provide the student with an introduction to the prominent cuisines of the world while accentuating their fundamental knowledge of culinary principles and techniques. This course is designed to incorporate a variety of theoretical and practical learning experiences that will reinforce and utilize earlier lessons. Students will study how cuisines have developed and how they have been influenced by such factors as climate, resources, culture, religion, and fuel. Emphasis will be placed on the understanding of advanced culinary principles as they apply to the specific methods and techniques encountered in the cuisines studied. An important element of this course is that students gain familiarity with an increased diversity of ingredients and an understanding of their applications. International menu development and production will be highlighted. Practical applications of various cuisines in the modern hospitality industry will be explored along with an emphasis on understanding and producing standardized recipes. The student will attain a firm grasp of the concepts of flavor, balance, sweetness (not sugar, but in the oriental sense, meaning clean and pure), texture and harmony. Exotic and unusual foods will be introduced and students will be encouraged to develop an understanding of why and how certain cuisines have evolved. The student will be exposed to many new foods, spices, herbs, and cooking ingredients not typically found in an American kitchen. In addition to specific knowledge of foreign foods and learning some unique skills and preparations, the exposure provides a better understanding of what makes good food good.

**CF-130: American Regional Cuisine** 4 Quarter Credit Hours

This course will provide the student with an introduction to the prominent cuisines of the United States while accentuating their fundamental knowledge of culinary principles and techniques. It is designed to incorporate a variety of theoretical and practical learning experiences that will reinforce and utilize earlier lessons. Students will study how cuisines have developed and how they have been influenced by such factors as climate, resources, culture, religion, and fuel. Emphasis will be placed on the understanding of advanced culinary principles as they apply to the specific methods and techniques encountered in the cuisines studied. Students will focus on the major regional cuisines of New England, the Mid-Atlantic coast or Low Country, the Southeast, the Floridean, the Southwest, the Pacific Northwest and California along with Cajun and Creole cuisine. Practical applications of various cuisines in the modern hospitality industry will be explored along with an emphasis on understanding and producing standardized recipes. The student will attain a firm grasp of the concepts of flavor, balance, sweetness (not sugar, but in the oriental sense, meaning clean and pure), texture and harmony. Exotic and unusual foods will be introduced and students will be encouraged to develop an understanding of why and how certain cuisines have evolved. The student will be exposed to many new foods, spices, herbs, and cooking ingredients not typically found in an American kitchen. In addition to specific knowledge of foreign foods and learning some unique skills and preparations, the exposure provides a better understanding of what makes good food good.

**CF-136: The Art & Technique of Baking & Pastry** 9 Quarter Credit Hours

This course will provide the student with an understanding of the fundamentals of baking and pastry and some of the science behind it. The primary topics of this class include the identification, selection, and use of the basic ingredients used in baking and pastry arts. The student will learn the proper use of professional baking tools and equipment. Understanding, using, and manipulating baker’s formulas along with weight and volume measurements will be introduced and stressed. Students will understand the basic principles of baking including: the production of breads, quick breads, muffins, scones, biscuits, cookies, brownies, icings, cakes, confections, pies and tarts. The cross-utilization of these techniques will be used when the students work on plated desserts.
Additionally, students will learn to recognize and correct the common faults and the failures in many of these products. Furthermore, this course provides students with real-world experience under faculty supervision. Throughout every phase, students will work in various culinary and food service settings. The skills needed to perform in the real-world environment reinforce those taught in the classroom. Students' duties will draw from the spectrum of competencies emphasized in class.

**CF-140: Menu Development, Buffet Planning and Service**  
3 Quarter Credit Hours

Students will study menu design and development and learn the basics of sourcing ingredients, writing menu descriptions based on target markets and the psychology behind pricing menu items. Students will also learn the importance of controlling profit through menu engineering and cost-based pricing. This class will introduce basic marketing concepts and discuss the role of the menu in the marketing mix. Additionally, students will learn the basic principles and techniques of large-volume cooking, including buffets, banquets, and catering.

**CF-150: Cookery**  
5 Quarter Credit Hours

Students will create, present, and critique modern foodservice meals using the school’s simulated restaurant kitchen line and dining area. Students will apply the standards and techniques for fine table service in a full-service restaurant, the methods of delivering customer service, and the strategies for building a customer base. Working in teams, students will be responsible for all the management functions necessary for the meal that they serve, including menu design, ordering, sales, employee scheduling, event planning, and meal execution. Throughout the phase, students will rotate through a variety of job functions, including line cook, server, dishwasher, chef, and general manager.

**CF-205: Food Service Management and Administration**  
4.5 Quarter Credit Hours

This course will provide an introduction to the fundamental concepts involved in management. Students will develop an understanding of marketing, finance, human resources, accounting, management principles, leadership principles, and food service law and ethics. In this course, students will learn the importance of labor laws and ethical decision making as managers in a restaurant environment. This course will explore the importance of leadership in all levels of an organization and will discuss strategies for becoming a leader and motivating others to lead.

**CF-210: Food Service Marketing and Public Relations**  
4.5 Quarter Credit Hours

In this course, students will learn the basics of marketing. The evolution of marketing, the importance of strategy in marketing, and the development of a marketing plan will be explored. Students will apply learned theory in practical ways to develop the key concepts of strategic marketing in the restaurant industry. Students will learn how to utilize research to strengthen public relations and how to assess the return on investment. In addition, this course will teach students how to manage the media using public relations to control a crisis situation. Relationships with the media and alternate coalitions will also be explored.

**CF-216: Customer Service and Dining Room Management**  
4.5 Quarter Credit Hours

This course will provide the student with an understanding of quality customer service. The primary topics of this class will include the impact of customer service, the management of customer service, designing different customer service expectations, obtaining useful customer feedback, and communication and suggestive selling. The student will also be introduced to safe alcohol service; an understanding of Wine, Beer and Spirits, as well as the manager’s responsibilities.

**CF-218: Nutrition and Healthy Cooking**  
4.5 Quarter Credit Hours

This course combines a study of nutritional theory with the healthy preparation of contemporary cuisine. Students will focus in lecture on the study of nutrients, calories, fats, carbohydrates, proteins, vitamins, and minerals. Additional topics will include menu planning, meal planning, and the food production process. Students will also be introduced to the principles of food safety. In the laboratory phase, students will be expected to apply this knowledge in the preparation of different types of food products. The emphasis will be on the techniques of healthy cooking.

**CF-220: Cost Control, Purchasing and Receiving**  
4.5 Quarter Credit Hours

This course serves as an introduction to accounting and finance for the food service manager. Basic accounting skills including credits and debits, cash flow, pricing, budgeting, payroll, and revenue and cost control through the exploration of purchasing, receiving, storing, issuing, and production in a food service environment. Students will learn to monitor costs, analyze menus, and control sales. The course will also expose students to factors that affect labor costs and teach the students how to mitigate these costs. 

Prerequisite: CF-103

**CF-226: Beverage Development and Service**  
4.5 Quarter Credit Hours

This course will teach students the practical knowledge they need to serve alcohol responsibly. Students will learn the manager's responsibilities in relation to alcohol service and successful bar operations. This course will use practical discussions on topics ranging from product and equipment knowledge to trend analysis and mixology to teach the importance of bar management in the culinary industry. Additionally, there is a basic review of wine, beer, and spirits in this course.

Prerequisite: CF-140

**CF-228: Contemporary Cuisine and Plate Design**  
4.5 Quarter Credit Hours

This course will explore current and future trends of the culinary world. Principles of seasonal, regional, fusion, and creative cooking will be practiced in class as well as discussion. Students will apply these ideas by designing menus to meet contemporary tastes and aesthetics. Principles of design will be applied to plate compositions as well as the management of consistency and quality. 

Prerequisite: CF-107

**GE-120: English Composition**  
4.5 Quarter Credit Hours

This course is designed to meet the writing needs of a wide variety of students in the following ways: 1) prepare students who will continue in college to write acceptable college-level expository essays, 2) provide career students with a strong basis for technical and business writing, 3) familiarize all students with the kinds of writing skills that will be valuable in their everyday experience, 4) provide students with some awareness of the way language functions and affects their lives. To help reach these goals, the course will focus on the elements of clear writing, well-organized expository essays, the necessary critical thinking that must always precede expository writing, analytical reading, and, when necessary, a review of the principles of grammar.

**GE-150: Professional Communications**  
4.5 Quarter Credit Hours

This course will focus on the communication skills essential when talking with one person, in a group, or in front of an audience. This course is designed to enable students to communicate appropriately and effectively in a professional setting. This course provides an introduction to principles of professional writing, effective language use, and how to use oral and written communication effectively. The students will learn to express themselves clearly using speaking, listening, and writing skills.

**GE-205: College Algebra**  
4.5 Quarter Credit Hours

This college algebra course focuses on algebraic concepts essential for success in the workplace and other courses. Using practical examples and applications, students practice fundamental operations with number systems, formulas, algebraic expressions, and linear equations. This course also explores problems involving factoring, inequalities, exponents, radicals, functions, quadratic equations, and graphs.
Academic Calendar

<table>
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<th>Term Start Date</th>
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<tr>
<td>10/9/2017</td>
<td>12/17/2017</td>
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Class Schedule

**Morning Classes:**  Monday through Saturday, 6:30 a.m. to 12:30 p.m.
10:00 a.m. to 4:00 p.m.

**Mid-Day Classes:** Monday through Saturday, 1:30 p.m. - 7:30 p.m.

**Evening Classes:**  Monday through Saturday, 5:00 p.m. to 11:00 p.m.

Class hours are subject to change or vary based on student needs.

Holidays

Classes are not held on the following holidays:

<table>
<thead>
<tr>
<th>New Year's Day</th>
<th>Columbus Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King's Birthday</td>
<td>Veterans Day</td>
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<tr>
<td>President's Day</td>
<td>Thanksgiving</td>
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<tr>
<td>Good Friday</td>
<td>Friday after Thanksgiving</td>
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<tr>
<td>Memorial Day</td>
<td>Christmas Eve</td>
</tr>
<tr>
<td>Fourth of July</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Labor Day</td>
<td>New Year's Eve</td>
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</tbody>
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Appendix A: Administrative Staff & Faculty

Administrative Staff

Bonnie Delashmit, Campus Director
Jules Scalisi, Director of Education
Chef Charlie Donelson, Director of Culinary Operations
Chef Luahn Thomas, Program Director
Melanie Gray, Director of Admissions
John McClelland, Enrollment Coordinator
Osiris McClough, Enrollment Coordinator
Michael Wemon, Director of Financial Aid
Connie Dotson, Financial Aid Coordinator
Barbara Dixon, Financial Aid Coordinator
Zakiya Williams, Registrar
Gail Gordon, Career Services Coordinator
Ira Etukapan, Retention Specialist
Dariyelle Washington, Accountant
Alexa Webber, Receptionist
Patrick O’Daniel, Learning Resource Center Coordinator
Rich Mason, IT Coordinator

Faculty

Chef Emmett Bell III, CEC, CDM - Culinary Instructor
Chef Emmett Bell’s culinary career started in 1986 when he worked his way up through Palm Court restaurant in Memphis TN. Due to his extraordinary talents; he ended up quickly promoted to Sous Chef. Chef Bell then went to Johnson and Wales University and graduated magna cum laude in 1990. He then came home to Memphis and worked at the Summit Club for the next eight years. In 1998, Chef Bell took the job of executive chef at Calvary Church where he worked for eight years. In 2006 he was hired by Monson’s as the executive chef at LeBonHeur Children’s Hospital where he had been for the last three years before starting his dream job of teaching at L’École Culinaire.

Chef Derek Buchanan - Culinary Instructor
Chef Buchanan is a graduate of the New England Culinary Institute where he earned an associates’ degree in culinary arts. After two culinary internships, he turned his focus toward baking and pastry. He spent the next few years on the west coast perfecting his craft. He finally settled in Napa Valley, California working for the acclaimed Chef Thomas Keller at his Bouchon Bakery. He returns to Memphis after a ten year absence to teach at L’École Culinaire.

Chef Jordan Buchanan - Culinary Instructor
Chef Jordan Buchanan has been an instructor at L’École Culinaire for over 5 years and has taught every class offering. Chef Buchanan graduated Magna Cum Laude from Le Cordon Bleu in 2006. He then paid his dues in high volume restaurants in Orlando and Tampa Florida, eventually becoming the Sous Chef at Timpano Chop house in Tampa.

Chef Charlie Donelson - Director of Culinary Operations
Chef Charlie Donelson is a graduate of Le Cordon Bleu College, Atlanta where he received an Associate’s Degree in Culinary Arts with National Dean’s List recognition. He also received a degree in Electrical Engineering from Tennessee State University, Nashville. He was owner and operator of Champions Catering and was Executive Sous Chef for Aramark’s operation at Turner Field and the Atlanta Braves. His culinary experience coupled with his experience as an owner/operator provides a broad base of knowledge to enrich the student learning experience.

Chef James Gentry - Culinary Instructor
Chef James Gentry is a graduate of Johnson & Wales where he graduated Sigma cum Laude with an AAS degree in Culinary Arts and also attended the University of Memphis. His work experiences include Chef de Cuisine for the Magnolia Grille and LB’s Restaurant in Tunica, MS and Executive Chef for Erling Jensen restaurant in Memphis. In Charleston, SC he was Sous Chef for Andalucia. Chef Gentry currently owns and operates Paradox Cuisine, an exclusive specialty catering firm.

Chef Andrew Saunders - Culinary Instructor
Chef Andrew Saunders is a graduate of Sullivan University with an AOS in Culinary Arts and a professional baking diploma. Chef Saunders experience includes headline cook; Sous Chef and most recently he was the executive chef of Gate Gourmet International at the Memphis International Airport. He has worked in all areas of the kitchen but specializes in kitchen organization and premium customer care. Since coming to L’École Culinaire, Chef Saunders has been elected by the students as Chef Instructor of the phase and selected by the staff as Instructor of the year.

Chef Luahn Thomas - Program Director
Chef Thomas holds degrees from The Culinary Institute of America and Marquette University. Her experience includes Executive Chef at St. Jude Children’s Research Hospital, Culinary Instructor/Program Director, Co-Writer of a culinary show, and Executive Chef at International Paper Inc. Chef Thomas has a passion for molding her students into great Chefs and Managers. She has taught every class in the program and freely shares her wealth of knowledge of the industry and art with her students.
# Appendix B: Tuition & Fees

<table>
<thead>
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<th>Program</th>
<th>Degree</th>
<th>Weeks</th>
<th>Tuition</th>
<th>Registration Fee</th>
<th>Lab/Tech Fee&lt;sup&gt;1&lt;/sup&gt;</th>
<th>Books &amp; Supplies&lt;sup&gt;2&lt;/sup&gt;</th>
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<tr>
<td>Culinary Fundamentals</td>
<td>Diploma</td>
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<td>$1,450</td>
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<td>Culinary &amp; Restaurant Management</td>
<td>AOS</td>
<td>70</td>
<td>$28,565</td>
<td>$100</td>
<td>$2,462.50</td>
<td>$4,200</td>
<td>$35,327.50</td>
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</table>

<sup>1</sup> Lab/Technology Fees include the cost of student access to labs, instructional technology systems, discipline specific tools and software licenses.

<sup>2</sup> Books are a mandatory part of the program. The amounts listed in the above fee chart for books are estimates to include applicable sales tax and are subject to change. Books may be purchased from the College at the price in effect at the time they are received by the student.

<sup>3</sup> Supplies are a mandatory part of the program which include the cost of uniforms, toolkits, and other items. The amounts listed in the above fee chart for supplies are estimates to include applicable sales tax and are subject to change. Due to customization of uniforms, toolkits, and other items, supplies must be purchased from the College at the price of such supplies in effect at the time they are received by the student.
The following information is to replace the current corresponding section of the Institutional Refund Policy in the Financial Information section of the catalog.

**Institutional Refund Policy**

After the last day of the add/drop period for each term, as defined in the course catalog, no refunds or adjustments will be made to tuition for STUDENTS withdrawing from individual classes but otherwise still enrolled. Refunds are made for STUDENTS who withdraw or are withdrawn from the COLLEGE prior to the completion of their program. Refunds will be based on the current tuition charge incurred by the STUDENT at the time of withdrawal, not the amount the STUDENT has actually paid. Tuition and fees attributable to any future periods of enrollment that have not yet been charged will not be assessed. Any books, equipment, and/or uniforms that have been issued are nonrefundable. When a STUDENT withdraws from the COLLEGE, he/she should provide notice to the Registrar. Refunds will be calculated according to the following formula.

It is understood that any terms extended to any STUDENT are for convenience in paying the tuition and fees and are not in any way to be considered as payment(s) for periods of time. By accepting applications, the COLLEGE has assumed the obligation of furnishing a complete program, instructors, equipment, laboratories, classrooms and other facilities necessary for teaching those programs at the stated offered tuition cost for the program and with the understanding that refunds will be made per academic term only as follows:

A. Refund to STUDENTS attending the COLLEGE for the first time (first academic term): The COLLEGE shall refund unearned tuition, fee, room and board, and other charges as set forth in state or federal regulations, if applicable. In the absence of state or federal regulations, the COLLEGE shall make a pro rata refund of tuition, fees and other charges as defined below.

1. A pro rata refund is a refund of not less than their portion of the tuition, fees and other charges assessed the STUDENT by the college equal to the portion of the period of enrollment for which the STUDENT has been charged that remains on the last day of attendance by the STUDENT. (Total number of weeks comprising the period of enrollment for which the STUDENT has been charged into the number weeks remaining in that period as of the last recorded day of attendance by the STUDENT.) The refund will be rounded down to the nearest 10% of that period, less an unpaid charge owed by the STUDENT for the period of enrollment for which the STUDENT has been charged, less an administrative fee of $100.00.

2. For a STUDENT terminating training after completing more than 60% of the period enrollment, the COLLEGE may retain the entire contract price of the period of enrollment, including an administrative fee of $100.00.

B. Refund subsequent periods or non-first-time STUDENTS: The COLLEGE shall refund unearned tuition and fees as set forth in applicable state or federal regulations to a STUDENT attending an institution for second and subsequent enrollment periods. Refunds will be calculated based upon the last day of attendance. In the absence of state or federal regulations, the COLLEGE shall make a refund of tuition and fees and other charges as set forth below:

1. During the first week of classes, the COLLEGE shall refund at least 90% of tuition; thereafter,

2. During the first 25% of the period of financial obligation, the COLLEGE shall refund at least 55% of tuition; thereafter,

3. During the second 25% of the period of financial obligation, the COLLEGE shall refund at least 30% of tuition. In case of withdrawal after this period, the COLLEGE may commit the STUDENT to the entire obligation.

C. Refunds will be made within 45 days after the COLLEGE determines the STUDENT has withdrawn.

D. A student who withdraws from the College as a result of the student being called into
ACTIVE DUTY in a MILITARY SERVICE of the United States may elect one of the following options for each program in which the student is enrolled:

1. A full refund of any tuition and refundable fees for the academic term in which the student is enrolled at the time of withdrawal. No refund will be given for any academic term the student has completed.

2. A grade of incomplete with the designation “withdrawn-military” for the courses in the program in which the student is enrolled at the time of withdrawal and the right to re-enroll in those courses, or substantially equivalent courses if those courses are no longer available, not later than the first anniversary of the date the student is discharged from active military duty without payment of additional tuition and fees other than any previously unpaid balance of the original tuition, fees and charges for books for the courses.

3. The assignment of an appropriate final grade or credit for the courses in which the student is enrolled at the time of withdrawal, but only if the instructor or instructors of the courses determine that the student has satisfactorily completed at least 90 percent of the required coursework; and demonstrated sufficient mastery of the course material to receive credit for the course.
Addendum – Academic Information - LOA Policy
Effective: 1-2-2017

The information below is to replace the current corresponding information in the Academic Information section of the catalog.

Leave of Absence Policy

The institution permits students to request a leave of absence (“LOA”) or leaves of absence as long as there are documented, legitimate extenuating circumstances that require the student to interrupt their education and the leave(s) do not exceed a total of 180 calendar days during any 12-month period.

Extenuating circumstances include but are not limited to: Medical (including pregnancy), Family Care (including unexpected loss of childcare and medical care of family), Military Obligations and Jury Duty.

Students enrolled in a credit-hour program should request an LOA to begin on the start date of the next term. Such students must have completed the most recent term and received academic grades (A-F) for that term. Students in a clock-hour program may request an LOA at any time. Student enrolled in an externship only, may request an LOA at any time during the externship as long as no other Quarter Credit Hour course(s) are being attempted in the same term.

The student must submit a completed, signed and dated Leave of Absence Request Form along with supporting documentation to the Director of Education and the request must be approved before the start date of the LOA, except in the case of a service member called to active duty. Please refer to the “Leave of Absence Due to Military Obligations” section for more information.

The institution does not award a retroactive LOA under any circumstances.

During the period of the student’s approved LOA, federal student loan funds will not be disbursed; however, the institution may disburse grant funds intended for prior terms or payment periods.

Leave of Absence or Withdrawal Due to Military Obligations

Students who are service members of the Armed Forces may experience a disruption in their educational pursuit due to military obligations (i.e. called to active-duty service). The institution offers several options for affected students regarding their enrollment at the institution.

1. Leave of Absence (LOA) – Students abruptly called to active duty during a term should notify the institution as soon as possible to complete the request for an LOA in accordance with the institution’s LOA policy.
2. Withdrawal - In some cases, an LOA may not viable (e.g. military obligation exceeds 180 days). Students who withdraw from the institution as a result of the student being called to active duty, may elect one of the following options for each program in which the student is enrolled –
   a. A full refund of any tuition and refundable fees and refund any payments received for the term to the proper source for the academic term in which the student is enrolled at the time of withdrawal. The institution will expunge the student’s record of registration for the term so that the student is not penalized academically. No refund will be given for any academic term the student has completed.
   b. A grade of incomplete with the designation “withdrawn-military” for the courses in the program in which the student is enrolled at the time of withdrawal, but only if the instructor or instructors of the courses determine that the student has satisfactorily completed at least 90 percent of the required coursework; and demonstrated sufficient mastery of the course material to receive credit for the course.
   c. The assignment of an appropriate final grade or credit for the courses in which the student is enrolled at the time of withdrawal, but only if the instructor or instructors of the courses determine that the student has satisfactorily completed at least 90 percent of the required coursework; and demonstrated sufficient mastery of the course material to receive credit for the course.

Returning from a Leave of Absence

Upon return from leave, a student enrolled in a clock-hour program will be required to re-enroll and continue in the same course(s) from which the student interrupted studies prior to the LOA and receive final grades for the course(s). If the term was completed before an LOA was granted, students enrolled in both clock-hour and credit-hour programs will be expected to continue and enroll in course(s) offered in the normal sequence of the educational program.

In addition, tuition and lab fees will not be charged for a student enrolled in a clock-hour program for completing the course(s) from which the student took leave. A student whose tuition and fees were reversed due to military obligations, will be charged for tuition and fees as applicable to the reentry term.

L’École Culinaire – Memphis
Academic Information Addendum
The below information is to replace the current corresponding information in the Student Information & Services section of the catalog.

Non-Discrimination

In accordance with the provisions of the Americans With Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964 (as amended), Title IX of the Educational Amendments of 1972, P.L. 93-112, and Section 504 of the Rehabilitation Act of 1973 and the regulations thereunder, it is the policy of the College that no person shall, because of age, sex, race, disability, or national origin be excluded from participation in, be denied the benefits of, or subjected to discrimination under any education program or activity of the College, including the employment of staff personnel.

The College’s nondiscrimination statement, cited above, prohibits discrimination and harassment against individuals based on characteristics protected under federal and state law. The College also prohibits retaliation based upon reporting of such violations. If you have questions or believe you have been subjected to discrimination, harassment, including sexual harassment, or retaliation, you may contact one of the individuals below:

- Questions or concerns regarding the College’s compliance with Title IX may be directed to the following:
  1. Title IX Coordinator
     8580 Evans Ave.
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  8580 Evans Ave.
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Inquiries regarding discrimination may also be addressed to the Office for Civil Rights, at the following locations:

Office for Civil Rights (Tennessee)
U.S. Department of Education
61 Forsyth Street S.W., Suite 19T10
Atlanta, GA 30303-8927
404-974-9406

Written College policies concerning the rights and responsibilities of employees and students are available for inspection at each campus location via the Campus Catalog. The College policies are also available online on the Consumer Information page at www.vatterott.edu
Addenda – Admissions Information
Effective: 01-2017

The below information is to replace the current corresponding section of information in the Admissions Information of the catalog.

ADMISSIONS INFORMATION

Admissions Policy

Students should apply for admission as soon as possible in order to be accepted for a specific program of study and start date. All applicants are required to complete a personal interview with an Enrollment Coordinator, either in person or by telephone, depending upon the distance from the Institution. Parents and/or significant others are encouraged to attend. This gives applicants and their families an opportunity to see and learn about the Institution’s equipment and facilities and to ask questions relating to the Institution’s curriculum and career objectives. Personal interviews also enable institution administrators to determine whether an applicant is a strong candidate for enrollment into the program. Prior to enrollment all applicants must complete and/or provide:

- Application for Admission;
- Enrollment Agreement (if applicant is under 18 years of age, it must also be signed by parent or guardian);
- Financial aid forms (if applicant wishes to apply for financial aid);
- Reference Sheet; and
- Payment of registration fee (non-refundable unless applicant is denied admission or cancels application within three business days of the Institution’s receipt of the application and fee).

All Applicants must have a minimum of a High School Diploma, General Education Diploma (GED), or the equivalent (e.g., homeschool credential, diploma from a foreign institution) prior to admission. Applicant students must provide one or more of the following “Verification Document(s)” prior to enrolling:

a. Copy of a standard High School Diploma that lists the date of graduation; from an accredited high school or a high school recognized by the appropriate state department of education.

b. Copy of a high school transcript that lists the date of graduation; (certificates of completion and special diplomas are not acceptable for Admission);

c. General Education Diploma (GED) Certificate; provided directly from the state or federal program issuing credential;

d. Letter confirming graduation from high school on school letterhead; faxed letters must come from the school fax number;

e. Letter from the GED testing center or State Department of Education confirming completion of a GED; faxed letters must come from State or GED testing centers fax number;

f. College transcript that indicates completion of at least a two-year degree that is fully transferrable to a bachelor’s degree from a post-secondary institution recognized by the U.S. Department of Education;

g. Proof of home school completion that demonstrates the student graduated and met the minimum State graduation requirements, if applicable;

h. Foreign transcripts (schools outside the U.S.) must be accompanied with a translated copy (if applicable) and submitted to the Registrar’s office for official review.

i. Military DD Form 214 Certificate of Release or Discharge from Active Duty that indicates the student is a high school graduate or equivalent may be accepted when documentation of high school completion is unavailable.

The Institution reserves the right to cancel admission of any student at any time, if it is found that he/she has submitted false information or documents related to the student’s Verification Documents.

L’École Culinaire – Memphis
Admissions Information Addendum
Addendum - Program Offerings and Course Description
Effective: 03-2017

The information below is to replace the current corresponding information in the Program Offerings and Course Description section of the catalog.

Program Offerings

**Culinary & Restaurant Management**

The objective of this program is to provide students with a culinary foundation and prepare them for entry level employment in the culinary field. Graduates of this program will have a working knowledge of the duties of a line cook, short order cook and a kitchen assistant, as well as management and administration of the business, marketing and human resource management. Students enrolling into this program must be ServSafe certified upon graduation.

This program consists of 70 weeks, 98.5 quarter credit hours of cookery and culinary management theory, associated lab work, and general education coursework.

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</tr>
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<td>College Algebra</td>
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</tr>
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**Students Must Select 1 of the Following Electives**

L’École Culinaire – Memphis
Program Offerings and Course Description Addendum
Course Descriptions

**GE-101: English Composition I**  
4.5 Quarter Credit Hours

In this English Composition I course, the student will develop written communication skills. The course materials place an emphasis on the principles of effective communication, which includes understanding the writing process and analysis of readings, as can be applied personally and professionally.
The information below is to replace the current corresponding information in the Program Offerings and Course Description section of the catalog.

Program Offerings

**Culinary & Restaurant Management  
Associate of Occupational Studies, A.O.S.**

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Total Number of Quarter Credit Hours Required for Graduation 98.5
Course Descriptions

**GE-201: English Composition II**  
4.5 Quarter Credit Hours

In the English Composition II course student will review the writing process, learn research techniques, citation techniques, documentation formats, and critical analysis of written topics.
The following information is added to the Academic Information section of the catalog.

**Online Course Option**

Students enrolled in certain programs may have the option of completing up to 75% of their program of study through online courses. Online courses are supported by a third-party, Vatterott College – Sunset Hills, based in suburban St. Louis, MO. These online courses are specifically designed for the student who will be accessing online courses from a standard home or work personal computer. For more information, contact the academic department for recommended PC specifications to ensure the best accessibility to online resources and an optimal learning experience in online courses and for additional information about this option. For more information regarding the expectations for online learners, see the Vatterott College – Sunset Hills catalog.
Non-Discrimination

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Addendum – Academic Information - LOA Policy
Effective: 7-31-2017

The information below is to replace the current corresponding information in the Academic Information section of the catalog.

**Leave of Absence Policy**

The institution permits students to request a leave of absence (“LOA”) or leaves of absence as long as there are documented, legitimate extenuating circumstances that require the student to interrupt their education and the leave(s) do not exceed a total of 180 calendar days during any 12-month period.

Extenuating circumstances include but are not limited to: Medical (including pregnancy), Family Care (including unexpected loss of childcare and medical care of family), Jury Duty and Military Obligations. Please refer to the “Leave of Absence Due to Military Obligations” section for more information on the policy for a military related LOA.

Students enrolled in a credit-hour program should request an LOA to begin on the start date of the next term. Such students must have completed the most recent term and received academic grades (A-F) for that term. Students in a clock-hour program may request an LOA at any time. Student enrolled in an externship only, may request an LOA at any time during the externship as long as no other Quarter Credit Hour course(s) are being attempted in the same term.

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   b. A grade of incomplete with the designation “withdrawn-military” for the courses in the program in which the student is enrolled at the time of withdrawal and the right to re-enroll in those courses, or substantially equivalent courses if those courses are no longer available, not later than the first anniversary of the date the student is discharged from active military duty without payment of additional tuition and fees other than any previously unpaid balance of the original tuition, fees and charges for books for the courses.
   c. The assignment of an appropriate final grade or credit for the courses in which the student is enrolled at the time of withdrawal, but only if the instructor or instructors of the courses determine that the student has satisfactorily completed at least 90 percent of the required coursework; and demonstrated sufficient mastery of the course material to receive credit for the course.

L’École Culinaire – Memphis
Academic Information Addendum
Program Offerings

Culinary & Restaurant Management

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Total Number of Quarter Credit Hours Required for Graduation 98.5
Course Descriptions

**CF-215: Food Service Human Resource Management**                          **4.5 Quarter Credit Hours**

This course focuses on human resource management skills used by managers in day-to-day operations in the Food Service Environment. While focusing on the different aspects of human resource management and practices, problem solving and critical thinking skills are applied. Students will also learn successful techniques for recruiting, interviewing, securing, and training employees in the food service environment.
The below information is to replace the current corresponding information in the Academic Calendar, Schedule, and Holidays section of this catalog.

## Academic Calendar

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Title IX Policy

Effective: October, 2017

PURPOSE

Vatterott Educational Centers, Inc. (“Vatterott”) is committed to creating, fostering, and maintaining an educational, employment, business, and campus environment that is free from sex-based discrimination, sexual harassment, and sexual violence. In keeping with this commitment, and consistent with Title IX of Education Amendments of 1972, Vatterott prohibits discrimination based on sex and sexual harassment, including sexual violence in its educational programs and activities.

This Policy supersedes all prior policies and guidance relating to Title IX.

COVERED PERSONS

The College Community including current students, employees, prospective students, customers, third-party contractors, third-party visitors, and all others persons participating in the College’s educational programs and activities.

ISSUING DEPARTMENT

Regulatory Department

POLICY

I. Title IX of the Education Amendments of 1972

Title IX of the Education Amendments of 1972 (“Title IX”) §§ 1681 et seq., and its implementing regulations, 34 C.F.R Part 106, prohibits discrimination on the basis of sex in education programs or activities operated by recipients of Federal financial assistance. Sexual harassment of students, which includes acts of sexual violence, is a form of sex discrimination prohibited by Title IX.

II. Vatterott’s Policy Statement

Vatterott prohibits all forms of sexual misconduct, including but not limited to, sexual assault, stalking, dating or domestic violence, and sexual harassment. Such conduct violates the community values and principles of our institution, and disrupts the learning and working environment for students, faculty, staff, and other community members. In furtherance of this policy, Vatterott has adopted the following policies, procedures, and standards of conduct for all members of our community with respect to sexual misconduct.

III. Handling of Complaints Covered by this Policy

Vatterott’s Title IX Coordinator is responsible for coordinating the College’s compliance with Title IX, as well as other complaints brought concerning violations of this policy. The Title IX Coordinator’s responsibilities include overseeing all Title IX reports of sexual harassment and sex-based discrimination, performing investigations, gathering documentation, disseminating information, and addressing any
patterns or systematic problems that arise. To assist the Title IX Coordinator, Vatterott has designated Title IX Officers, all whom serve as the Campus Directors for each respective campus. All Title IX Officers are authorized to receive reports of sexual harassment and sex-based discrimination, and report the same to the Title IX coordinator.

The College has designated the following individual as the Title IX Coordinator:

Megan Wilson  
Vice President of Regulatory Affairs  
8580 Evans Avenue  
Berkeley, MO 63134  
Phone: 314-264-1500  
Email: titleixcoordinator@vatterott.edu

All students, faculty, staff and applicants, who have concerns about discrimination on the basis of sex, Title IX violations or requirements, including any concerns pertaining to sexual harassment, sexual violence or any matters covered by this policy, are encouraged to seek the assistance of either the Title IX Coordinator or a Title IX Officer. The Coordinator and Officers are knowledgeable about, and will provide information on, all options for addressing and resolving such reports or concerns. Those options may vary depending on the nature of the incident; whether the complainant is a student, faculty, staff or applicant; the wishes of the complainant regarding confidentiality; and whether the complainant prefers to proceed formally or informally. Together, the Coordinator and Officers play an integral role in carrying out the College’s commitment to creating, fostering and maintain an educational, employment, business and campus environment that is free of discrimination on the basis of sex and other discrimination as well as sexual harassment.

IV. Reporting of Complaints Covered by this Policy

If you believe that you have been a victim of sexual harassment, sexual violence, dating or domestic violence, stalking or sex-based discrimination, or if you wish to report such an incident, you have several options and are strongly encouraged to report such incidents orally or in writing to Vatterott’s Title IX Coordinator or a Title IX Officer.

You may also choose to file your complaint electronically via Vatterott’s Title IX Incident Report Form, available online at http://www.vatterott.edu/Title-IX/title-ix.asp. Using the Title IX Incident Report form allows a victim, third-party, or bystander to submit a complaint/report of sexual harassment or sex-based discrimination directly to Vatterott’s Title IX Coordinator, and may choose to do so anonymously. However, without the contact information of the reporting party, Vatterott may not be able to fully investigate and respond to the complaint.

You may also report incidents of harassment, discrimination, or retaliation by calling Vatterott’s Ethics Hotline at 1-866-8610 (or St. Louis local 314-264-1514). If you do so, you can either identify yourself or leave a message anonymously.
Addendum – Student Information & Services
Effective: October, 2017

Title IX Policy

Vatterott recognizes that a student or employee may choose to confide in any employee of the College. For example, a student may choose to report the alleged violation to an instructor, program director, or staff member. Similarly, an employee may choose to confide in a colleague, supervisor, or member of the Human Resources department. However, it shall be noted that all Vatterott employees that receive reports of violations of this policy, or know or reasonably should know of the occurrence of violations of this policy are required to forward these reports to the Title IX Coordinator. The Title IX Coordinator is to be made aware of all complaints made pursuant to this policy so that they may monitor compliance.

In addition to the foregoing, all faculty and staff who become aware of or suspect sexual abuse of a minor (under the age of 17) must report that information to the Title IX Coordinator or a Title IX Officer who shall then inform local, state and/or federal law enforcement officials of such incident as required by law.

V. Options for Reporting and Availability of Support

In addition to reporting the matter to the Title IX Coordinator, Title IX Officer, or a supervisor, persons may also need to address immediate physical and/or emotional trauma associated with the alleged harassment or assault. Importantly, a victim should contact any of the following immediate care support providers:

- Emergency Call 911
- Local Police Department
- Clinic/Hospital
- Community-based sexual assault crisis center.

For information on available resources to victims of sexual assault, please visit the following:

- [http://www.rainn.org](http://www.rainn.org) – Rape, Abuse, and Incest National Network (800) 656-4673
- [http://www.justice.gov/ovw/sexual-assault](http://www.justice.gov/ovw/sexual-assault) – Department of Justice Sexual Assault
- [http://www.loveisrespect.org/](http://www.loveisrespect.org/) – Love is Respect – call (866) 331-9474 or text LOVEIS to 22522
- [http://www.theadhotline.org](http://www.theadhotline.org) - National Domestic Violence Hotline - 800-799-7233

VI. Privacy and Confidentiality

Vatterott encourages victims of sexual harassment and discrimination to talk to somebody about what happened so that he or she may get the support they need, and so that Vatterott can respond appropriately. Because issues arising under Title IX are often sensitive in nature, Vatterott maintains the highest level of privacy regarding all reports of sexual discrimination and/or sexual harassment. While Vatterott strictly prohibits the disclosure of private information obtained through an investigation, it should be noted that circumstances may arise when law and/or policy requires the disclosure of sensitive information.
Title IX Policy

Please be aware that all Vatterott employees are “responsible employees,” and have the obligation to communicate reports of sexual misconduct to the Title IX Coordinator. When a reporting party tells a responsible employee about an incident of sexual violence, the reporting party has the right to expect the College to take immediate and appropriate steps to investigate what happened and resolve the matter promptly and equitably. To the extent possible, information reported to a responsible employee will be shared only with Vatterott officials responsible for handling the College’s response to the report, including the Title IX Coordinator.

Upon receipt of a report of sexual misconduct, Vatterott’s Title IX Coordinator will inform and obtain the reporting party’s consent prior to commencing an investigation. Should the reporting party request anonymity/confidentiality or request that no investigation be conducted, the Coordinator will take all reasonable steps to investigate and respond to the complaint consistent with the request for anonymity/confidentiality and/or request that an investigation not be pursued.

Upon the reporting party’s insistence that their name or other identifying information be kept in confidence, the Coordinator has the duty to inform the reporting party that in doing so, the ability of authorized representatives to properly respond to the alleged misconduct may be limited.

If anonymity is further insisted upon, Vatterott officials will evaluate the request in context with its responsibility to provide a safe and nondiscriminatory environment for all students. Specifically, Vatterott will weigh the request for confidentiality against the following factors: the seriousness of the alleged harassment; the complainant’s age; whether there have been previous complaints of harassment relating to the same offender; and the alleged perpetrator’s rights to receive information about the allegations if the information is maintained by Vatterott as an “education record” under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 C.F.R. Part 99. Vatterott will inform you if confidentiality cannot be ensured.

Please be aware that even if Vatterott cannot take disciplinary action against the alleged perpetrator as a result of an insistence of confidentiality, Vatterott may pursue alternative measures in efforts to limit the effects of the alleged misconduct and prevent its recurrence.

Off-Campus Counselors and Advocates
Off-campus counselors, advocates, and health care providers will generally maintain confidentiality and not share information with the College unless the victim requests the disclosure and signs a consent or waiver form.

For contact information for these off-campus resources please visit Not Alone: Together Against Sexual Assault at www.notalone.gov/resources.

VII. Victim Rights & Options

Regardless of whether an individual elects to pursue a criminal complaint, or whether the offense is alleged to have occurred on or off campus, Vatterott will assist victims of sexual misconduct. If an individual is a victim of sexual assault, domestic violence, dating violence, or stalking, his or her first priority
should be to locate a place of safety. He or she next should obtain any necessary medical treatment.
The College strongly advocates that subsequent to securing safety and medical care, any victim of sexual assault, domestic violence, dating violence, or stalking should report the incident immediately to the Title IX Coordinator. Time is a critical factor for evidence collection and preservation. Preserving evidence is very important, as it may be necessary to the proof of sexual assault, domestic violence, dating violence, or stalking, or in obtaining a protection order.

Any individual who reports to the College that he or she has been a victim of domestic violence, dating violence, sexual assault, or stalking, whether the offense occurred on or off campus, shall be provided with a copy of this Policy, as well as documentation detailing:

- His or her options to (1) notify proper law enforcement authorities, including on-campus and local police; (2) be assisted by campus authorities in notifying law enforcement authorities if he or she so chooses; and (3) decline to notify such authorities.

- His or her rights and options for (and available assistance in) changing academic, living, transportation, and working situations if so requested and reasonably available, regardless of whether he or she chooses to report the crime to the authorities.

- Where applicable, his or her rights, regarding orders of protection, no contact orders, restraining orders, or similar lawful orders issued by a criminal, civil, or tribal court, and the College’s responsibility to honor the same.

- The United States Department of Justice Violence Against Women Office website, located at http://www.ovw.usdoj.gov/, which provides useful information relating to victims’ rights and available assistance.

VIII. **Complaint and Resolution Procedures**

While some reporting parties may wish to pursue action through informal methods in place of, or prior to requesting the initiation of formal proceedings, others may not. You should consider the circumstances surrounding your complaint and choose the option most appropriate. Regardless of your decision, Vatterott is committed to extending all available resources and support. To that end, you may consult with the Title IX Coordinator at any time and request assistance handling matters related to sexual harassment and discrimination, including the selection of an approach.

**Informal Procedures**

Informal procedures are optional and may only be utilized when Vatterott deems such procedures adequate.

If you are comfortable handling the situation without assistance, consider the following:

- Clearly say “no” to the individual exhibiting unwelcome behavior
- Communicate with the offender either orally or in writing providing him or her of the following:
Title IX Policy

- A factual description of the incident(s) including date, time, place, and specific action.
- A description of the impact of the action, emotionally, physically, and mentally.
- A request that the conduct cease.

If you would like to proceed informally but with the assistance of a third party, you may contact your Title IX Officer or Title IX Coordinator. These individuals are familiar with Vatterott’s Title IX policies and are available to assist victims of sexual harassment and sexual assault. Additionally, these individuals can provide information pertinent to informal actions and remedies that you may pursue as well as additional information regarding Vatterott’s procedures for sexual harassment and discrimination.

Additionally, you may request that the Title IX Officer or Title IX Coordinator serve as a mediator in efforts to resolve your issue(s) prior to pursuing formal proceedings. Mediation is the process of utilizing a third party to engage in discussions and negotiations in hopes of reaching a mutually agreeable resolution and cessation of the unwanted conduct.

If either party is dissatisfied with the determination rendered subsequent an informal proceeding, he or she may pursue alternative remedies by engaging in the formal process.

If you do not wish to utilize the informal process, you may pursue formal action. Please note that you have the right to end the informal investigation process and begin formal proceedings at any time.

Note: This option is not available where allegations of sexual violence or nonconsensual sexual intercourse are raised.

**Formal Investigation & Determination**

To ensure prompt, thorough, and impartial investigations, all incidents of sex-based discrimination or sexual harassment, including sexual misconduct or retaliation, should be reported to the Title IX Coordinator immediately, either verbally, in the form of a written complaint, or electronically via the Title IX Incident Report Form. This process may lead to a formal hearing at which evidence will be considered and witnesses heard. The Title IX Coordinator can assist you with filing a complaint if you choose to pursue formal action.

Upon receipt of a report of alleged unlawful discrimination, harassment, or retaliation, Vatterott’s Title IX Coordinator will investigate without delay. All investigations shall be conducted by the Title IX Coordinator, who is trained in areas involving sex-based discrimination, sexual violence, and nonconsensual sexual intercourse. At times, it may be necessary to implement remedial measures before completing an investigation to ensure that further unlawful conduct does not continue. These measures may include reassignment or restructuring of the victim’s academic or work schedule per that party’s request. Failure to comply with the terms of these interim remedies or protections may constitute a separate violation of this Policy.

The complainant and the accused party may have an advisor present during the investigation, provided that the involvement of the advisor does not result in undue delay of the meeting or proceeding. However, it is important to note that advisors may not advocate on behalf of either party.
Effective: October, 2017

Addendum

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party and may only serve in a support role. All advisors will be required to sign a standard form attesting that they have been informed and acknowledge that they may not advocate on behalf of either party and that all information disclosed during the hearing must be kept strictly confidential. If the advisor violates the rules or engages in behavior or advocacy that harasses, abuses, or intimidates either party, a witness, or an individual resolving the complaint, that advisor may be prohibited from further participation.

Vatterott’s investigation into allegations of sex-based discrimination, sexual harassment, and/or sexual misconduct, will be conducted in an objective and impartial manner, and carried out in such a way as to maintain privacy to the greatest extent possible. Such investigations may include, but are not limited to, assisting and interviewing the reporting party, identifying and conducting interviews with witnesses, contacting and interviewing the respondent, and gathering evidence. It should be noted that while Vatterott strictly prohibits the disclosure of private information obtained through an investigation, circumstances may arise the College may contact and cooperate with local law enforcement.

The College will endeavor to conclude its investigation and issue a resolution of the complaint within sixty (60) calendar days of the date the complaint was received. All pertinent facts will be carefully reviewed and the accused will be given a full opportunity to explain his or her conduct before any decision is reached. When the investigation is complete, Vatterott will inform the complainant and the alleged perpetrator of the results of the investigation and the process for appealing any such determination, as applicable, in writing.

Vatterott invokes no restrictions on the time at which allegations may be reported. Additionally, the standard of proof in all cases shall be a preponderance of the evidence. This means that a party may be held responsible for the alleged conduct upon a finding that it is more likely than not (51% or higher) that he or she engaged in conduct prohibited by Vatterott.

Once a determination is made, both parties will be simultaneously notified in writing of the determination and the right to file an appeal within seven (7) business days. Determinations may include possible clarification of Vatterott policies, clarification regarding the alleged conduct, sanctions, restrictions, and/or conditions. The determination will become final within seven (7) business days unless an appropriate appeal is filed.

If it is determined that an employee or student has engaged in inappropriate conduct, Vatterott will take appropriate disciplinary action, consistent with the Policy, the Employee Handbook and/or Student Catalog.

Appeals

Either party may appeal the determination reached by the Title IX Coordinator. All appeals must be submitted in writing to the Vatterott President c/o the Title IX Coordinator (via email at titleixcoordinator@vatterott.edu or via mail at 8580 Evans Avenue, St. Louis, MO 63134) within seven (7) business days of the Title IX Coordinator’s determination and clearly set forth grounds for the appeal. Appropriate grounds for appeal include procedural error, previously unavailable relevant evidence that could significantly impact the outcomes of the hearing or a claim that the sanction imposed was substantially disproportionate to the finding. Disagreement with the Panel’s decision does not constitute
grounds for appeal. The Title IX Coordinator will process the appeal and both parties will be informed simultaneously in writing of any changes arising from said appeal as well as the final determination. Results become final after seven (7) business days.

All appeals will be reviewed and decided within ten (10) business days of receipt.

**Hearing Procedures**

Upon concluding that there is reasonable cause\(^1\) to believe that an incident of sexual violence, domestic violence, dating violence, or stalking occurred, a hearing may be ordered. In such instances, the complainant, the accused party, and members of the Hearing Panel (hereinafter the “Panel”) described below will be provided an opportunity to review the Investigation Report compiled by the Title IX Coordinator, redacted to remove any unnecessary personal information. The Panel comprised of three (3) Vatterott Officials, to include the Vice President of Academics and Accreditation, the Chief Operating Officer and the Vice President of Human Resources, will preside over all Title IX hearings. All officials will be trained to conduct hearings regarding alleged Title IX offenses as well as how to conduct investigations and hearings that protect the safety of alleged victims while promoting accountability. At least one (1) panel member will be physically present during the hearing while others may attend via teleconference. All determinations will be reached using a preponderance of the evidence standard (i.e. more likely than not) and all hearings will be prompt, fair, and impartial.

Hearings are closed to the public. The complainant and the accused party have the right to be present during the hearing but do not have the right to be present during deliberations.

If necessary, arrangements can be made so as to prevent the complainant and the accused party from being present in the hearing room at the same time.

**Special Considerations for Title IX Hearings**

1. **Panel Composition and Training.** All allegations of Title IX violations found to require a hearing subsequent to a thorough investigation will be heard before the Panel.

2. **Advisors.** The complainant and the accused party may have an advisor of their choice present during the hearing proceedings. However, it is important to note that advisors may not advocate on behalf of either party and may only serve in a support role. All advisors will be required to sign a standard form attesting that they have been informed and acknowledge that they may not advocate on behalf of either party and that all information disclosed during the hearing must be kept strictly confidential.

3. **Standard.** All determinations made by the Panel will be so done using a preponderance of the evidence standard. This means that the accused party will be held responsible for

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\(^1\) Reasonable cause is defined as “some credible information to support each element of the offense, even if that information is merely a credible witness or complainant statement.”
his or her conduct if the Panel determines that it is more likely than not (51% or higher) that he or she did in fact engage in a prohibited act.

4. **Hearing Participation.** Both parties will have the opportunity to be present during any hearing proceedings. Vatterott will make every effort to honor all requests to minimize contact between the reporting party and the accused. Additionally, both parties should be aware that members of the Panel may pose questions to the complainant, the accused, and/or witnesses presented by either party.

Upon commencement of proceedings, the reporting party will be given an opportunity to make opening remarks to the Panel. Such remarks will be limited to ten (10) minutes. Subsequently, the reporting party will be allowed to present any relevant evidence and/or witnesses with personal knowledge of the circumstances resulting in the convening of the hearing. All witnesses will be called as needed and will not be permitted to be present until and unless needed. Cross-examination of the witnesses presented will not be allowed by opposing parties. Further, the complainant and respondent may not directly cross-examine one another, but may, at the discretion of the Panel, suggest questions to be posed by the Panel and respond to the other party.

Upon conclusion of the reporting party’s presentation, the accused party will be permitted to make opening remarks to the Panel. Such remarks will be limited to ten (10) minutes. The accused party will also have the opportunity to present relevant evidence and/or witnesses with personal knowledge of the circumstances resulting in the convening of the hearing.

Should new evidence be disclosed during the hearing and without prior consultation with the Title IX Coordinator, the hearing may be delayed to allow the Panel to consider whether the newly disclosed evidence should be permitted.

After all evidence has been presented, the reporting party will be permitted to give closing remarks followed by the accused party. Both parties will be allotted ten (10) minutes during which to provide concluding remarks.

Post-hearing, the Panel will convene, deliberate, and reach a determination. Both parties will be simultaneously notified in writing of the Panel’s determination and the right to file an appeal within seven (7) business days. Determinations may include possible clarification of Vatterott policies, clarification regarding the alleged conduct, sanctions, restrictions, and/or conditions. The Panel’s determination will become final within seven (7) business days unless an appropriate appeal is filed.

**Possible Sanctions.** Possible sanctions for a person found guilty of behavior in violation of this Policy include but are not limited to the following:

- Issuance of an oral or written reprimand to be placed in the personnel file;
- Mandatory attendance at a sexual harassment sensitivity program;
- An apology to the victim;
Title IX Policy

- Issuance of an oral or written warning;
- Transfer or change of job, class, or externship location;
- Demotion in employment or leadership position;
- Suspension, probation, termination, dismissal, or expulsion;
- Any other sanction deemed appropriate by Vatterott.

While counseling is not considered a sanction, it may be offered or required in combination with the imposed sanctions. Where alcohol and/or drugs are related to acts of sexual harassment, such counseling may include required participation in a substance abuse program.

**Appeals.** Either party may appeal the Panel’s decision. All appeals must be submitted in writing to the Vatterott President c/o the Title IX Coordinator (via email at titleixcoordinator@vatterott.edu or via mail at 8580 Evans Avenue, St. Louis, MO 63134) within seven (7) business days of the Panel’s determination and clearly set forth grounds for the appeal. Appropriate grounds for appeal include procedural error, previously unavailable relevant evidence that could significantly impact the outcomes of the hearing or a claim that the sanction imposed was substantially disproportionate to the finding. Disagreement with the Panel’s decision does not constitute grounds for appeal. The Title IX Coordinator will process the appeal and both parties will be informed simultaneously in writing of any changes arising from said appeal as well as the final determination. Results become final after seven (7) business days.

All appeals will be reviewed and decided within ten (10) business days of receipt.

**IX. Ongoing Criminal Investigations**

In instances of sexual misconduct that may also constitute criminal conduct, the reporting party is encouraged to file a report with the appropriate law enforcement agency and may request the assistance of a Vatterott representative in doing so. The pendency of a criminal investigation does not relieve Vatterott of its responsibilities under Title IX. To the extent that doing so does not interfere with any ongoing criminal investigation, Vatterott will proceed with its own investigation and resolution of the complaint.

**X. Retaliation**

Retaliation against reporting parties or those cooperating with an investigation is strictly prohibited. Violation of this policy may result in Vatterott taking immediate disciplinary action, up to and including suspension and/or expulsion for students or termination for employees.

Retaliation includes, but is not limited to threats, harassment, or intimidation, taken against the reporting party or any third party or parties as a result of their cooperation with an investigation.

**XI. Obligations of Vigilance and Reporting**

Vatterott can only respond to instances and allegations of harassment or discrimination if it is made aware of such occurrences. Therefore, Vatterott encourages anyone who believes that he or she has
Title IX Policy

experienced sexual harassment or discrimination to promptly come forward with inquiries, reports, or complaints and to seek assistance from Vatterott officials. Furthermore, all Vatterott employees are responsible employees and have an obligation to communicate reports of sexual misconduct to the Title IX Coordinator. Employees who become aware of instances or allegations of sexual harassment by or against a person under his or her supervisory authority must submit a report to those charged with responding to such allegations and reports. These individuals include the Human Resources Department, the Title IX Officer or the Title IX Coordinator.

Whether confirmed or speculated, Campus Directors, Directors of Education, Program Directors, or other comparable administrator who becomes aware of information indicating a significant likelihood of sexual harassment must report such information to the Title IX Coordinator immediately. Unconfirmed or disputed allegations should be clearly labeled as such and reports should indicate any steps already taken to investigate or otherwise respond. Administrators should always consult with the Title IX Coordinator and refrain from conducting independent investigations or otherwise responding to any situation where sexual harassment is alleged. No student, faculty, or employee should assume that a Vatterott official knows about a situation or incident.

XII. Definitions – Vatterott adheres to the following definitions applicable to this policy:

Consent - an informed, voluntary, mutual, and freely given agreement to engage in sexual activity. The person giving consent must do so absent coercion, threats or blackmail. Both parties must understand that consent is being given and to what consent is being given.

- A person’s lack of verbal or physical resistance or submission resulting from the use or threat of force does NOT constitute consent;
- A person’s manner of dress does NOT constitute consent;
- A person’s consent to past sexual activity does NOT constitute consent to future sexual activity;
- A person’s consent to engage in sexual activity with one person does NOT constitute consent to engage in sexual activity with another;
- A person CANNOT consent to sexual activity if that person is unable to understand the nature of the activity or give knowing consent due to circumstances, including without limitation the following:
  - The person is incapacitated due to the use or influence of alcohol and drugs;
  - The person is asleep or unconscious;
  - The person is under age; or
  - The person is incapacitated due to a mental disability.
- A person can withdraw consent at any time.

Sex Discrimination - behaviors and actions that deny or limit a person’s ability to benefit from, and/or fully participate in, the available educational programs, activities, or employment opportunities because of a person’s sex.

Sexual discrimination may take many forms including sexual harassment (discussed below), denial of equal opportunities in educational programs, discrimination based on pregnancy and employment discrimination.

Sexual Harassment - unwelcome conduct of a sexual nature, such as unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature.
Sexual harassment includes sexual violence/assault, sexual exploitation, domestic violence, dating violence, stalking where motivated by sex or involving sexual conduct, and gender harassment/stereotyping.

**Sexual violence** - a form of sexual harassment and refers to physical sexual acts perpetrated against a person’s will or when a person is incapable of giving consent (e.g., due to the student’s age or use of drugs or alcohol, or because an intellectual or other disability prevents the student from having the capacity to give consent).

A number of different acts fall into the category of sexual violence, including rape, sexual assault, sexual battery, sexual abuse, and sexual coercion. Claims of sexual violence will be adjudicated in accordance with Vatterott Educational Centers, Inc.’s Clery Investigations and Hearing Process.

**Sexual Assault** – actual or attempted sexual contact with another person without the person’s consent. Sexual assault includes, but is not limited to:

- Intentional touching of another person’s intimate parts without that person’s consent; or
- Other intentional sexual contact with another person without that person’s consent; or
- Coercing, forcing, or attempting to coerce or force a person to touch another person’s intimate parts without that person’s consent; or
- Rape, no matter how slight, of (1) the vagina or anus of a person by any body part of another person or by an object; or (2) the mouth of a person by a sex organ of another person, without that person’s consent.

**Gender-based harassment** – a form of sexual harassment and refers to unwelcome conduct based on an individual’s actual or perceived sex, including harassment based on gender identity or nonconformity with sex stereotypes, and not necessarily involving conduct of a sexual nature. All of these types of sex-based harassment are forms of sex discrimination prohibited by Title IX and will not be tolerated by Vatterott.

Harassing conduct may take many forms, including verbal acts and name-calling, as well as non-verbal behavior, such as graphic and written statements, or conduct that is physically threatening, harmful, or humiliating.

**Nonconsensual Sexual Contact** - any intentional sexual touching, however slight, with any object or body part, by a man or woman upon another, without consent.

**Nonconsensual Sexual Intercourse** – any sexual intercourse (anal, oral, or vaginal) however slight, with any object or body part, by a man or woman upon a man or a woman, without consent.

**Forced Sexual Intercourse** – unwilling or nonconsensual sexual penetration (anal, vaginal or oral) with any object or body part that is committed either by force, threat, intimidation, or through exploitation of another’s mental or physical condition of which the assailant was aware or should have been aware.

**Sexual Contact Includes:**

- 11.4.1. Intentional contact with the breasts, buttocks, groin, or genitals of another person, or touching another person with any of these body parts; or making another person touch you or themselves with or on any of these body parts; or
- 11.4.2. Any intentional bodily contact in a sexual manner, even where the touching does not involve contact with/of/by breasts, buttocks, groin, genitals, mouth or other orifice; or

- 11.4.3. Intercourse, however slight, meaning vaginal penetration by a penis, object, tongue or finger, anal penetration by a penis, object, tongue or finger, and oral copulation (mouth to genital contact or genital to mouth contact).

Sexual Exploitation - occurs when a person takes nonconsensual or abusive sexual advantage of another for his/her own advantage or benefit, or to benefit or advantage anyone other than the one being exploited, and that behavior does not otherwise constitute one of the other sexual misconduct offenses. Examples of sexual exploitation include:
- Prostituting another person;
- Recording images (e.g. video, photograph) or audio of another person’s sexual activity, intimate body parts, or nakedness without that person’s consent;
- Distributing images (e.g. video, photograph) or audio of another person’s sexual activity, intimate body parts, or nakedness, if the individual distributing the images or audio knows or should have known that the person depicted in the images or audio did not consent to such disclosure and objects to such disclosure; and
- Viewing another person’s sexual activity, intimate body parts, or nakedness in a place where that person would have a reasonable expectation of privacy, without that person’s consent, and for the purpose of arousing or gratifying sexual desire.

Dating Violence – violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on a consideration of the following factors:
- The length of the relationship;
- The type of relationship; and
- The frequency of interaction between the persons involved in the relationship.

For the purposes of this definition, dating violence includes, but is not limited to, sexual or physical abuse, or threat of such abuse.

Domestic Violence – a felony or misdemeanor crime of violence committed by:
- A current or former spouse or intimate partner of the victim;
- By a person with whom the victim shares a child in common;
- By a person who is cohabiting with, or has cohabited with, the victim as a spouse or intimate partner;
- By a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred; or
- By any person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred.

Stalking - Stalking based on one’s sex or gender includes repeatedly following, harassing, threatening, or intimidating another by telephone, mail, electronic communication, social media, or any other action, device or method that purposely or knowingly causes substantial emotional distress or reasonable fear of bodily injury or death.

Unwelcome conduct – conduct is considered “unwelcome” if the person did not request or invite it, and considered the conduct to be undesirable or offensive. Unwelcome conduct may take various forms,
including name-calling, graphic or written statements, or other conduct that may be physically threatening, harmful, or humiliating.

**Hostile Environment** – exists when sex-based harassment is sufficiently serious to deny or limit the student’s ability to participate in or benefit from the College’s program or activities. It can be created by anyone involved in a College’s programs or activity, including administrators, faculty members, students, and campus visitors.

Factors to determine whether a hostile environment exists includes, but is not limited to the following:
- The type, frequency, and duration of the conduct;
- The identity and relationships of persons involved;
- The number of individuals involved;
- The location of the conduct and the context in which it occurred; and
- The degree to which the conduct affected one or more student’s education.

**Specifically Prohibited Conduct:**

- Engaging in sex-based harassment that creates a hostile environment in or under any program or activity of this College.
- Promising, directly or indirectly, to reward another provided that the he or she comply with a sexually oriented request.
- Threatening, directly or indirectly, retaliation if a person refuses to comply with a sexually oriented request.
- Denying, directly or indirectly, an education or employment related opportunity if the person refuses to comply with a sexually oriented request.
- Engaging in unwelcome sexually suggestive conversation or inappropriate physical contact or touching of another.
- Engaging in indecent exposure.
- Making repeated sexual or romantic advances toward another despite his or her rejection.
- Engaging in unwelcome physical contact such as touching, blocking normal movement, physical restraint, or assault.
- Retaliating against another for filing a harassment complaint or threatening to report harassment.

Sexual harassment can involve males and/or females being harassed by members of the opposite or same sex.

Sexual harassment can be physical or psychological in nature. An aggregation of a series of incidents can constitute sexual harassment even if one of the incidents considered separately would not rise to the level of harassment.

**If you have any questions regarding this policy, please do not hesitate to contact the Title IX Coordinator via email at titleixcoordinator@vatterott.edu.**
Addendum – Academic Information
Effective: 11/16/2017

The below information is to replace the current corresponding information in the Academic Information section of the catalog.

 Attendance Policy

Attendance is evaluated on a term by term basis. Class attendance, preparation, and participation are integral components to a student’s academic success. Students are strongly encouraged to attend every class session and to spend an appropriate amount of time outside of class reviewing and preparing for each class session. Failure to attend class may result in reduced participation, comprehension, and/or involvement with group projects, which may have an impact upon a student’s overall course performance.

In the instance that a student is absent from all classes for two consecutive weeks (14 calendar days, excluding holidays and breaks) within a term, on the 14th day following the student’s last date of attendance the Institution will place the student on heightened monitoring for potential dismissal from the Institution.

In the instance that a student is absent from an individual class for two consecutive weeks (14 calendar days, excluding holidays and breaks) within a term, on the 14th day following the student’s last date of attendance the Institution will place the student on heightened monitoring for potential dismissal from the course.

If a student returns to class prior to the completion of the administrative withdrawal process, which shall be completed no later than the 25th calendar day (excluding holidays and breaks) following the student’s last date of attendance, institutional staff will review and document the student’s return to class and authorize discontinuation of the pending administrative withdrawal.

If a student is experiencing a mitigating circumstance and requests that the school permit him or her to return to school subsequent to the 25th calendar day (excluding holidays and breaks) following the student’s last date of attendance, institutional staff will review and document the request and may grant an exception to hold the student up to the stated return date. Failure to return on the stated date will result in immediate withdrawal from the program.

A student in a Quarter Credit Hour program may be placed on attendance warning if absences exceed 30% of the total scheduled hours for a term/phase of enrollment. Students who withdraw or are removed from a course for failure to attend will receive a grade of W or WF; grades of WF count toward the time to completion (quantitative component) when evaluating a student’s satisfactory academic progress, but will not affect the student’s cumulative grade point average (qualitative component).

Any initial enrollment student* who fails to attend clock hours or QCH classes in their initial term of enrollment may have their enrollment cancelled by the Institution. Students can appeal their enrollment cancellation in writing to the Director of Education.

Students who fail to record attendance for a course may be withdrawn or canceled from the course and issued a grade of W. Students who are withdrawn or canceled from a course for failure to attend may experience a reduction in their financial aid funding.

*An initial enrollment student is: any student that is starting classes for the first time at a Vatterott Educational Centers, Inc. (“Vatterott”) school, a student that is in their initial period of re-enrollment or a student in their initial period of enrollment in a subsequent program after completing or graduating from the previous program.

Students enrolled in an online course must meet the attendance guidelines as stated in the Attendance Policy section of this catalog to remain actively enrolled in the course or program.

L’École Culinaire – Memphis
Academic Information Addendum