

IDFPR Illinois Department of Financial and Professional Regulation

Division of Professional Regulation

Qualifications for Licensure:

Cosmetology School (013 & 015)

Effective: 12/2024 Revised: 7/2025

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READ ME FIRST

The Division of Professional Regulation hopes that you will find the below useful in successfully applying for a license in the State of Illinois. Carefully review this information as it will assist you in applying for your license and eliminate any processing delays.

Important Information:

- Before contacting the Department, please review our FAQs for answers to most questions. <u>http://www.idfpr.illinois.gov/About/FAQ.html</u>)
- If your question is not addressed in our FAQ's or this document, please contact the department at 1-800-560-6420.
- No person, firm, or corporation may own, operate, or conduct a school of barbering, cosmetology, esthetics, hair braiding, or nail technology for the purpose of teaching barbering, cosmetology, esthetics, hair braiding, or nail technology for compensation unless licensed by the Department.
- Prospective Barber, Cosmetology, Esthetics, Hair Braiding, and Nail Technology (BCENT) schools are encouraged to be familiar with the Barber, Cosmetology, Esthetics, Hair Braiding, and Nail Technology Act of 1985 (Act) (225 ILCS 410/) as well as all Subparts of 68 III. Adm. Code, Section 1175 (Code).
- A licensed school is an educational institution authorized by the Department to provide education programs in compliance with the requirements of this Act. It is the responsibility of the school to remain in compliance of the Act and Code as each is updated from time to time.
- School application fees can be found <u>HERE</u>.
- Applicants will be required to submit the names, addresses, and current status of all schools in which any owner, partner, stockholder, or director owns or previously owned any interest, and a declaration as to whether any of these schools were ever denied accreditation or licensing or lost accreditation or licensing from any governmental body or accrediting agency
- Barber School applicants must submit curricula and sample transcripts for the supplemental (crossover) program for Cosmetologists and Cosmetologist Teachers per <u>68</u> <u>III. Adm. Code, Section 1175.332</u>.
- Cosmetology School applicants must submit curricula and sample transcripts for the supplemental (crossover) program for Barbers and Barber Teachers per <u>68 III. Adm. Code,</u> <u>Section 1175.532</u>.
- Cosmetology School applicants may submit documentation to offer additional programs upon initial application. Licensed Cosmetology Schools may submit application to be approved to offer additional programs subsequent to initial licensure.
 - <u>Barber</u>
 - Esthetics
 - Nail Technician
 - Hair Braiding
- Applicants are encouraged to seek legal counsel when drafting enrollment agreements.
- An application for a school may be submitted prior to the applicant proposing a physical location.
- Visit the Illinois Secretary of State website for business service assistance: <u>IL Sec of State</u>

Commitment Statement:

An applicant for a licensed school of barbering, cosmetology, esthetics, hair braiding, or nail technology will be required to attest to the following:

As the owner of a school approved under the provisions of the Illinois Barber, Cosmetology, Esthetics, Hair Braiding and Nail Technology Act of 1985, it is agreed that the school will abide by the following commitments during the term of ownership and operation of the school.

- To conduct the school in accordance with the Barber, Cosmetology, Esthetics, Hair Braiding and Nail Technology Act and the standards, rules, and regulations from time to time established and promulgated thereunder, and to meet the standards and requirements at least as stringent as those required by Part H of the Federal Higher Education Act of 1965.
- 2. To permit the Department of Financial and Professional Regulation to inspect the school or classes thereof from time to time with or without notice; and to make available to the Department, at any time when required to do so, information including financial information pertaining to the activities of the school required for the administration of the Act and the standards, rules and regulations established and promulgated thereunder.
- 3. To utilize only advertising and solicitation which is free from misrepresentation, deception, fraud, or other misleading or unfair trade practices.
- 4. To screen applicants to the school prior to enrollment pursuant to the requirements of the school's regional or national accrediting agency, if any, and to maintain and all records of such screening. If the course of instruction is offered in a language other than English, the screening shall also be performed in that language.
- 5. To post in a conspicuous place at the school the statement of Student's Rights developed by the Department.
- 6. To provide each student with a signed monthly report showing the actual number of hours earned by the student.

Enrollment Agreement:

An applicant for a licensed school of barbering, cosmetology, esthetics, hair braiding, or nail technology will be required to submit an official enrollment agreement. The Department has developed this checklist to assist the applicant in drafting a satisfactory submission.

It is recommended that you engage an attorney to draft the enrollment agreement. The checklist below does NOT include all legal requirements and is NOT intended to be legal advice. The Department's review and approval of your enrollment agreement is for regulatory compliance ONLY and does NOT constitute legal advice.

- The name and address of the school and the addresses where instruction will be given, 225 ILCS 410/3B-12(a)(1);
- The name and description of the course of instruction, including the number of clock hours in each course and an approximate number of weeks or months required for completion, 225 ILCS 410/3B-12(a)(2);
- The scheduled starting date and calculated completion date, 225 ILCS 410/3B-12(a)(3);

- The total cost of the course of instruction including any charges made by the school for tuition, books, materials, supplies, and other expenses, 225 ILCS 410/3B-12(a)(4);
- A clear and conspicuous statement that the contract is a legally binding instrument when signed by the student and accepted by the school, 225 ILCS 410/3B-12(a)(5); clear and conspicuous means ALL CAPITAL LETTERS, Bolded and at least 10 pt font or font bigger than the other text in the agreement.
- A clear and conspicuous caption, "BUYER'S RIGHT TO CANCEL" under which it is explained that the student has the right to cancel the initial enrollment agreement until midnight of the fifth business day after the student has been enrolled; and if notice of the right to cancel is not given to any prospective student at the time the enrollment agreement is signed, then the student has the right to cancel the agreement at any time and receive a refund of all monies paid to date within 10 days of cancellation, 225 ILCS 410/3B-12(a)(6);
- A notice to the students that the cancellation must be in writing and given to the registered agent, if any, or managing employee of the school, 225 ILCS 410/3B-12(a)(7);
- The school's refund policy for unearned tuition, fees, and other charges, 225 ILCS 410/3B-12(a)(8), which must be in compliance with 225 ILCS 410/3B-13;
- Schools shall, when a student gives written notice of cancellation, provide a refund in the amount of at least the following, 225 ILCS 410/3B-13(1):
 - (a) When notice of cancellation is given within 5 days after the date of enrollment, all application and registration fees, tuition, and any other charges shall be refunded to the student;
 - (b) When notice of cancellation is given after the fifth day following enrollment but before the completion of the student's first day of class attendance, the school may retain no more than the application and registration fee, plus the cost of any books or materials which have been provided by the school and retained by the student;
 - (c) When notice of cancellation is given after the student's completion of the first day of class attendance but prior to the student's completion of 5% of the course of instruction, the school may retain the application and registration fee and an amount not to exceed 10% of the tuition and other instructional charges or \$300, whichever is less, plus the cost of any books or materials which have been provided by the school;
 - (d) When a student has completed 5% or more of the course of instruction, the school may retain the application and registration fee and the cost of any books or materials which have been provided by the school but shall refund a part of the tuition and other instructional charges as follows:

PERCENTAGE OF A SCHEDULED COURSE COMPLETED	AMOUNT OF TUITION OWED TO THE SCHOOL
0.01% to 4.9%	10%
5% to 9.9%	30%
10% to 14.9%	40%
15% to 24.9%	45%
25% to 49.9%	70%
50% and over	100%

- The date of the student's signature and the date of the student's admission, 225 ILCS 410/3B-12(a)(9);
- The name of the school employee or agent responsible for procuring, soliciting, or enrolling the student, 225 ILCS 410/3B-12(a)(10);
- A clear statement that the institution does not guarantee employment and a statement describing the school's placement assistance procedures, 225 ILCS 410/3B-12(a)(11);
- The graduation requirements of the school, 225 ILCS 410/3B-12(a)(12);
- The contents of the following notice, in at least 10 point bold type: "NOTICE TO THE STUDENT" "Do not sign this contract before you read it or if it contains any blank space. You are entitled to an exact copy of the contract you sign." 225 ILCS 410/3B-12(a)(13);
- A statement either in the enrollment agreement or separately provided and acknowledged by the student indicating the number of students who did not complete the course of instruction for which they enrolled for the past calendar year as compared to the number of students who enrolled in school during the school's past calendar year, 225 ILCS 410/3B-12(a)(14);
- The following clear and conspicuous caption: "COMPLAINTS AGAINST THIS SCHOOL MAY BE REGISTERED WITH THE DEPARTMENT OF FINANCIAL AND PROFESSIONAL REGULATION", set forth with the address and telephone number of the Department's Complaint Intake Unit: 555 W. Monroe, 5th Fl., Chicago, IL 60661, (312) 814-6910, 225 ILCS 410/3B-12(a)(15);
- If the enrollment is negotiated orally in a language other than English, then copies of the above disclosures shall be tendered in the language in which the contract was negotiated prior to executing the enrollment agreement, 225 ILCS 410/3B-12(b);
- The school shall comply with all applicable requirements of the Retail Installment Sales Act in its enrollment agreement or student contracts, 225 ILCS 410/3B-12(c);
- No enrollment agreement or student contract shall contain a wage assignment provision or a confession of judgment clause, 225 ILCS 410/3B-12(d);
- Any provision in an enrollment agreement or student contract that purports to waive the student's right to assert against the school, or any assignee, any claim or defense he or she may have against the school arising under the contract shall be void, 225 ILCS 410/3B-12(e);
- Two copies of the enrollment agreement shall be signed by the student. One copy shall be given to the student and the school shall retain the other copy as part of the student's permanent record, 225 ILCS 410/3B-12(f);
- Applicants not accepted by the school shall receive a refund of all tuition and fees paid. 225 ILCS 410/3B-13(2);
- Application and registration fees shall be chargeable at initial enrollment and shall not exceed \$100. All fees must be disclosed in the student contract, 225 ILCS 410/3B-13(3);
- Deposits or down payments shall become part of the tuition, 225 ILCS 410/3B-13(4);
- If the school cancels or discontinues a course, the student shall be entitled to receive from the school such refund or partial refund of the tuition, fees, and other charges paid by the student or on behalf of the student, 225 ILCS 410/3B-13(6);
- Transcript provisions may NOT require debt payment for student or former student to receive an official or unofficial transcript, 110 ILCS 66/10 and 15;
- Each student and former student shall be entitled to receive from the school that the student attends or attended an official transcript of all hours completed by the student at that school, together with the grades earned by the student for those hours, provided that a student who withdraws from or drops out of a school, by written notice of cancellation or otherwise, shall not be entitled to any transcript of completed hours

following the expiration of the 7-year period that began on the student's first day of attendance at the school; a reasonable fee, not exceeding \$2, may be charged by the school for each transcript after the first free transcript that the school is required to provide to a student or former student, 225 ILCS 410/3B-13(10);

- Physical or financial hardship policy, 110 ILCS 66/20; and
- Past-due debt policy, 110 ILCS 66/30.

To expedite review and approval of your school application, using one enrollment agreement for all the programs you intend to offer is recommended. Submitting separate enrollment agreements for each program may delay the review and approval process.

LICENSE QUALIFICATIONS

Curricula:

Applicants should refer to the respective Subparts of <u>68 III. Adm. Code, Section 1175</u> to ensure curricula submissions meet the requirements.

Physical Site Requirements:

Schools must meet minimum physical site requirements:

- Barber
- Cosmetology
- **Esthetics**
- Nail Technician
- Hair Braiding

Additional Programs:

Cosmetology School applicants may submit documentation to offer additional programs upon initial application. Licensed Cosmetology Schools may submit application to be approved to offer additional programs subsequent to initial licensure.

- <u>Barber</u>
- Esthetics
- Nail Technician
- Hair Braiding

Private Schools:

- A. A detailed $8\frac{1}{2} \times 11$ inch floor plan.
- B. A listing of all teachers, including Illinois license numbers, who will be in the school's employ.
- C. A detailed outline of the curricula for each program to be offered, including any related supplemental (crossover) program.
- D. The school's official transcript, including school seal, for each program.
- E. The official enrollment agreement to be used by the school.
- F. A lease showing at least a 1-year commitment to the use of the school site or the certification of ownership of the proposed school site.
- G. A Corporation must submit a filed copy of the Articles of Incorporation, and assumed name filed with the Illinois Secretary of State, if any.
- H. A Limited Liability Company or Limited Liability Partnership must submit a filed copy of the Articles of Organization, and assumed name filed with the Illinois Secretary of State, if any.
- I. A partnership must submit a listing of all owners and their current addresses along with a valid partnership agreement.
- J. If a sole-proprietorship or general partnership is conducting business under an assumed name as described in the Assumed Business Name Act [805 ILCS 405], submit a copy of the application to adopt an assumed name filed with the government office responsible for approving the assumed name.
- K. A school owned by a legal entity formed outside of Illinois must submit a copy of the required filing from that jurisdiction and a copy of the certificate of authority to transact business in Illinois as filed with the Illinois Secretary of State.
- L. An official fire inspection report by the local fire inspection authority within the last 30 days. If the fire inspection report submitted becomes more than 6 months old prior to the final inspection of the school then a new fire inspection report must be submitted.
- M. A financial statement indicating sufficient current finances exist to operate the school for at least 3 months.

Public Schools:

- A. A detailed $8\frac{1}{2} \times 11$ inch floor plan.
- B. A listing of all teachers, including Illinois license numbers, who will be in the school's employ.
- C. A detailed outline of the curricula for each program to be offered, including any related supplemental (crossover) program.
- D. The school's official transcript, including school seal, for each program.
- E. The official enrollment agreement to be used by the school.
- F. An official fire inspection report by the local fire inspection authority within the last 30 days. If the fire inspection report submitted becomes more than 6 months old prior to the final inspection of the school then a new fire inspection report must be submitted.

A proposed physical location of a school is not required at the time of application. Floor plans, lease agreements and fire inspections may be submitted later. However, the school will not be approved until all items are submitted, the proposed school premises are inspected, and all items are determined to be compliant.

Hair Braiding Schools

In addition to the requirements of a private or public school application. Hair Braiding Schools must also submit:

- A. A copy of the final examination to be used by the school.
- B. An image of the school sign to be used by the school.

IMPORTANT INFORMATION ONCE LICENSED

- All Barber School licenses expire on July 31st of each odd-numbered year, regardless of issuance date.
- All Cosmetology School licenses expire on September 30 of each even-numbered year, regardless of issuance date.
- All Esthetics School licenses expire on September 30 of each even -numbered year, regardless of issuance date.
- All Nail Technician School licenses expire on October 31st of each even-numbered year, regardless of issuance date.
- All Hair Braider School licenses expire on October 31st of each even -numbered year, regardless of issuance date.
- It is your responsibility to update your contact information including email address with the Department to ensure that you receive all courtesy renewal email reminders and other notifications.
- The school must post, in a conspicuous place a statement, developed by the Department, of student's rights. Visit your <u>profession page</u> to print the statement regarding student's rights.
- The Barber, Cosmetology, Esthetics, Hair Braiding, and Nail Technology Act of 1985 (Act) (225 ILCS 410/) as well as the Administrative Code 68 III. Adm. Code, Section 1175 (Code) regulating this profession may be amended from time to time. It is the responsibility of a licensee under the Act to be aware of any changes that may affect their profession and make any necessary adjustments to remain in compliance with the Act and Code.
- The Department posts profession specific notices, statements and other information to the <u>IDFPR</u> website. Schools, educators, students and licensed professionals should visit the <u>IDFPR</u> website frequently, and their profession specific pages, to stay informed about the latest information and developments.