

**ZMS THE ACADEMY**  
**SCHOOL CATALOG 2017**

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**January 1<sup>st</sup> 2017 - December 31<sup>st</sup> 2017**

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## **APPROVAL/DISCLOSURE STATEMENT**

Paul Mitchell The School Sherman Oaks, 15301 Ventura Blvd., Unit P2, Sherman Oaks, CA 91403, is a private institution that is approved to operate by the California Bureau for Private Postsecondary Education. Approval to operate means the institution is compliant with the minimum standards contained in the California Private Postsecondary Education Act of 2009 (as amended) and Division 7.5 of Title 5 of the California Code of Regulations. The school is approved to operate until May 31, 2018. For more information, contact the Bureau for Private Postsecondary Education (BPPE) at 2535 Capitol Oaks Drive, Suite 400, Sacramento, CA 95833, or by phone at (916) 431-6959, or call toll-free at (888) 370-7589, or visit its Web site at [www.bppe.ca.gov](http://www.bppe.ca.gov).

### **ZMS THE ACADEMY PROGRAMS:**

Barbering 1500 Hours

Cosmetology 1600 Hours

Esthetician 600 Hours

Permanent Makeup 600 Hours

Permanent Makeup 100 Hours

Instruction is in residence with facility occupancy level accommodating 300 students at any one time. California statute requires that a student who successfully completes a course of study be awarded an appropriate diploma or certificate verifying the fact. As a prospective student, you are encouraged to review this catalog prior to signing an enrollment agreement. You are also encouraged to review the School's Performance Fact Sheet, which must be provided to you prior to signing an enrollment agreement. This school is currently approved to participate in approved sponsored programs, government or otherwise, to provide grants and/or loans to pay for portions of tuition and fees. The Board of Barbering and Cosmetology (BBC) set minimum standards for these programs of study:

Cosmetology. The minimum number of class hours and the total clock hours for each course, as outlined in the program's Rules and Regulations booklet, must be met to qualify the student for licensure. Any questions a student may have regarding this catalog that have not been satisfactorily answered by the institution may be directed to the Bureau for Private Postsecondary Education (BPPE) at 2535 Capitol Oaks Drive, Suite 400, Sacramento, CA 95834, [www.bppe.ca.gov](http://www.bppe.ca.gov), toll-free telephone (888) 370-7589 or by fax (916) 263-1897. A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by calling (888) 370-7589 or by completing a complaint form, which can be obtained on the bureau's website [www.bppe.ca.gov](http://www.bppe.ca.gov).

## **MISSION STATEMENT**

Our school's mission is to provide a quality educational system to prepare students to pass the state board examination and gain employment within their chosen field of study. We are passionately committed to providing a solid educational foundation to empower our team in the pursuit of excellence and we strongly believe that when people come first, success will follow.

## **SCHOOL FACILITIES**

Our programs offer the challenge of a stimulating and rewarding career. Paul Mitchell The School Sherman Oaks is fully equipped to meet all the demands of modern hair care, while at the same time providing a high-tech atmosphere and attitude for progressive personal development. The 12,200 square-foot facility include student lounge and lockers, client reception and work areas, management offices, private classrooms, workstations, and equipment. Entrance to the school from the parking garage is available by either escalator or elevator. Handicapped parking is available upon request of the Sherman Oaks Galleria. All bathrooms, classrooms, and the clinic floor are accessible for someone that is physically disabled. If someone is unable to use the stairs for the upstairs offices, a private space on the ground level will be secured to conduct the meeting. Drinking fountains are provided on the clinic floor and in the student break room.

**SCHOOL FACULTY** Under the controlling direction of prestigious designers, you will receive a quality education in the exciting and changing industry of hair design. Our instructors are licensed by the state and are successful professionals who continue to work in salons and spas as time permits.

## **ADMINISTRATION/OWNERSHIP**

ZMS THE ACADEMY, LLC is independently, and privately owned.

## **COURSE DESCRIPTIONS (All courses are taught in English)**

### **Barbering**

**Cosmetology: Standard Occupational Classification (SOC 39-5012.00): Classification of Instructional Program (CIP 12.0401)** The curriculum involves 1600 hours to satisfy California state requirements. The course includes extensive instruction and practical experience in cutting, hair coloring, perming, customer service, personal appearance and hygiene, personal motivation and development, retail skills, client record keeping, business ethics, sanitation, state laws and regulations, salon-type administration, and job interviewing. \*Students are prepared to be entry level cosmetologist. \* At this time the school does not have any plans to improve or change its educational programs \*The school does not have any written agreements with any other entity to offer in whole or part any of its educational programs.

Esthetician

Permanent Makeup

#### PARKING AND AMENITIES

Students must abide by local (city and/or landlord) parking rules, which are announced during orientation. Paul Mitchell The School Sherman Oaks will not be responsible for parking violations and/or towing fees.

#### NONDISCRIMINATION

Paul Mitchell The School Sherman Oaks, in its admission, instruction, and graduation policies and practices, does not discriminate on the basis of sex, race, religion, age, ethnic origin, color, disability, sexual orientation, or ancestry. The school does not allow or tolerate discrimination of any kind, bullying, harassment, or hazing of any sort. If any student or team member experiences or witnesses anyone being bullied, harassed, or hazed in any way, he or she is required to report the matter to the school's director, Briana Oborn, in person or by calling (818) 380-8120, or by mail at 15301 Ventura Blvd., Unit P2, Sherman Oaks, CA 91403, immediately so appropriate action can be taken.

#### ADMISSION REQUIREMENTS

Paul Mitchell The School Sherman Oaks admits as regular students those who are high school graduates, holders of high school graduation equivalency certificates (GEDs). Paul Mitchell The School Sherman Oaks does not accept ability to benefit (ATB) students at this time.

#### ADMISSION PROCEDURE

**Complete an Application Form:** Complete and submit the application form to the school prior to registration. All forms may be obtained by requesting them from Paul Mitchell The School Sherman Oaks.

**Submit an Application Fee:** Action will not be taken on admission or any student loan application until an application fee of \$75.00 is received. Please submit the fee in the form of a check or money order, payable to Paul Mitchell The School Sherman Oaks. This fee is not included in the cost of tuition.

**Submit Two (2) Photos:** The photos should be a recent head and shoulder shot of the applicant.

**Entrance Essay:** The essay should include the applicant's accomplishments and career goals.

**Personal Interview:** Applicant must complete a personal interview with the admission's Team prior to registration.

**Provide Verification Documents:** Copies of your high school diploma, high school transcripts\*\*, an academic transcript of a student who has successfully completed at least a two-year program that is acceptable for full credit towards a bachelor's degree, or GED, and passport, government-issued identification, driver's license or birth certificate are required. We are required to verify that your proof of education comes from a valid high school or GED program. If we determine that your diploma or GED certificate is not valid, you will be denied admission to the school.

**\*\*Foreign Diplomas or Transcripts:** The school will accept a foreign diploma or transcript, however the diploma or transcript MUST be equivalent to a U.S. high school diploma and must be translated into English by a certified translator. It is the student's responsibility to have the foreign diploma or transcript translated and evaluated as part of the admissions process. Because the cost of evaluating a foreign diploma or transcript must be incurred as a charge of admissions prior to enrollment in an eligible program, the fee cannot be included in the cost of attendance (COA). Guidance on who to contact to secure an official translation and evaluation can be obtained from the school Financial Aid Leader.

If you have a disability and need an academic adjustment, please notify the admissions officer as soon as possible so the school can review your request. If you are interested in attending our school and you do not have a high school diploma or GED certificate, please contact our admissions office for a list of GED programs located near the school. Paul Mitchell The School Sherman Oaks does not require a student to have immunizations / vaccinations to enroll in our school.

### **Transfer hours**

ZMS will accepted by the school are applied to the total number of hours necessary to complete the program and are considered both attempted and completed hours for the purpose of determining when the allowable maximum time frame has been exhausted. Satisfactory academic progress (SAP) evaluation periods are based on actual contracted hours at the institution. Please refer to the school Transfer policy for additional information.

**Verification Documents for U.S. Non-Citizens:** Paul Mitchell The School Sherman Oaks does not vouch for student's status. U.S. Non-citizen applicants must provide a 1-20 form and a copy of their visa, in addition to the above admission documents. Noncitizen applicants cannot qualify for any type of financial aid. They must attend the full-time schedule and can only attend the program for 12 months. There are no additional charges for non-citizens.

**ACCEPTANCE** After a prospect has completed the enrollment application process, the enrollment team and director reviews each applicant and his or her required admissions materials including the written entrance essay and personal interview to determine acceptance. Upon the decision of the enrollment team and director, the applicant receives written notification of acceptance or denial. Note: All applicants must go through the entire

enrollment application process (detailed in the enrollment application) which includes re-entry students (withdrawals) and transfer students.

### **LANGUAGE DISCLOSURE**

Paul Mitchell The School Sherman Oaks does not recruit ENGLISH AS A SECOND LANGUAGE. As “THE SCHOOL DOES NOT OFFER INSTRUCTION IN ENGLISH AS A SECOND LANGUAGE.” however, if a student's primary language is not English the student may bring an interpreter, when signing the enrollment contract to obtain a clear understanding of the terms and conditions of the enrollment contract in the student's primary language.

### **REENTRY STUDENTS**

Outstanding tuition, fee, and overtime expenses must be paid in advance or the student must make satisfactory arrangements with the Financial Aid Leader.

Previous tuition payments will be credited to the student's balance.

Because tuition fees and costs are subject to change, reentering students will be contracted according to the current tuition costs and will be required to pay any additional fees if applicable.

Students who are Student Tuition Recovery Fund (STRF) eligible (refer to page 10 for eligibility guidelines) will be assessed a prorated STRF fee.

The school does not deny readmission to any service member of the uniformed services for reasons relating to that service.

Readmission is reserved to the sole discretion of Paul Mitchell The School Sherman Oaks and may require special conditions.

Readmission for a student requires a personal interview with school administration. The reentering student will be placed on a 30-day evaluation. During the 30-day evaluation period the student must demonstrate for that period that they can meet the school's minimum attendance and academic requirements for Satisfactory Academic Progress. The student will then be evaluated for Satisfactory Academic Progress at the next scheduled evaluation period to determine their new status. Students who fail to meet the minimum attendance and academic requirements for that 30-day evaluation period may be terminated. Students who re-enter the program are placed in the same Satisfactory Academic Progress standing as when they left. If a reenrolling student has previously used all of their excused absences provided under their original contract, the student will not receive any additional time for excused absences under the new reenrollment contract.

### **TRANSFER STUDENTS**

Paul Mitchell The School Sherman Oaks will accept transfer hours from other schools based on an evaluation of the student's comprehension of the course material. A maximum of 1200 hours will be accepted for students who transfer from another school; all transfer students must attend a minimum of 400 hours at Paul Mitchell The School Sherman Oaks, to obtain the Paul Mitchell culture and educational program. Students who have had training outside the state of California must provide proof of the number of hours of training to the Board of Barbering and Cosmetology and Paul Mitchell The School Sherman Oaks prior to enrollment. The cost for transfer students is \$13.33 per hour attended at Paul Mitchell The School Sherman Oaks; this does not include the cost of a complete and current Paul Mitchell student kit. Please note that students transferring to another school may not be able to transfer all the hours they earned at Paul Mitchell The School Sherman Oaks; the number of transferable hours depends on the policy of the receiving school. Paul Mitchell The School Sherman Oaks has not entered into an articulation or transfer agreement with any other college or university.

**NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION** The transferability of credits you earn at Paul Mitchell The School Sherman Oaks is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the certificate you earn in the educational program is also at the complete discretion of the institution to which you may seek to transfer. If the certificate that you earn at this institution are not accepted at the institution to which you seek to transfer, you may be required to repeat some or all of your coursework at that institution. For this reason you should make certain that your attendance at this institution will meet your educational goals. This may include contacting an institution to which you may seek to transfer after attending Paul Mitchell The School Sherman Oaks to determine if your certificate will transfer.

**NOTICE OF TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED FROM ANOTHER INSTITUTION** The transferability of credits or certificate you earn at another institution , is at the sole discretion of Paul Mitchell The School Sherman Oaks. You may be required to repeat some or all of your coursework, if Paul Mitchell The School Sherman Oaks does not accept some or all of your credits. For this reason you should speak to Paul Mitchell The School Sherman Oaks' admissions leader to determine if your credits or certificate will transfer.

**STATE LICENSING DISCLAIMER** The state may refuse to grant a license if a student has been convicted of a crime; committed any act involving dishonesty, fraud, or deceit; or committed any act that, if committed by a licentiate of the business or profession in question, would be grounds for the Board of Barbering and Cosmetology to deny licensure. The Board of Barbering and Cosmetology denies licensure on the grounds that the applicant knowingly made a false statement of fact required to be revealed in the application for such license. Students who are not U.S. citizens or who do not have documented authority to work in the United States will not be eligible to apply to take the state licensure examination. Paul Mitchell The School Sherman Oaks is not responsible for students denied licensure.

#### **CALIFORNIA STATE BOARD PRE-APPLICATION REQUIREMENTS**

Pre-applications for the State of California Licensing Examinations requires the school's approval. Student may apply when they reach 1200 hours for cosmetology must meet the following requirements to submit a pre-application:

Clinic Worksheets: The worksheets must be current and up to date w

Theory Hours: The student must have completed at a minimum 120 theory hours for cosmetology e Theory Exam: All Theory exams require a 70% grade and must be up to date r

State Board Exam: The student must have passed two state board exams with a 70% grade t

Service Tracking From: The student must complete a minimum of 75% of all practical requirements y

Tuition: The students tuition must be current on all payments owed

If the student wishes to pre-apply then they are required to notify the Final Phase Leader approximately 70 hours prior to achieving 1200 hours for cosmetology If, at the 1200 hours for cosmetology the above requirements are not met, the student will lose the opportunity to pre-apply for the California State Exam and will have to apply after graduation. Paul Mitchell The School Sherman Oak's reserves the right to process the pre-application for students.

### **BOARD OF BARBERING AND COSMETOLOGY LICENSING REQUIREMENTS**

To receive a cosmetology license in the state of California a student must: q

Complete a cosmetology course in a school approved by the California State Board of Barbering & Cosmetology w

Submit an application and required fee e

Have a least a 10th grade education or its equivalent and is at least 17 years of age r

Must receive a passing score on both the practical demonstration and written test

### **ENROLLMENT INFORMATION**

Enrollment periods: Paul Mitchell The School Sherman Oaks usually begins new cosmetology and barbering classes about every eight (8) weeks, depending upon space availability. Please refer to the Tuition and Registration Schedule supplement or contact Paul Mitchell The School Sherman Oaks for exact starting dates. w

Holidays and school closures: Paul Mitchell The School Sherman Oaks allows the following holidays off: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, December 24 and 25, and one day per month for staff personal development. e

Enrollment contract: Paul Mitchell The School Sherman Oaks clearly outlines the obligation of both the school and the student in the enrollment contract. A copy of the enrollment contract

and information covering costs and payment plans will be furnished to the student before the beginning of class attendance. r

Payment schedule: Paul Mitchell The School Sherman Oaks offers a variety of monthly financial payment schedules. See Paul Mitchell The School Sherman Oaks's Financial Aid Leader for details.

## **EDUCATION GOALS**

Paul Mitchell The School Sherman Oaks strives to provide a quality educational system that prepares students to pass the state board examination and gain employment within their chosen field of study. Our quality education system includes an outstanding facility, experienced and competent instructors, and a curriculum developed through years of experience and expertise. Our education goals are: q To educate students to be professional, knowledgeable, and skilled in their field for marketability within the industry. w To maintain a constantly updated program that provides students with the knowledge to compete in their field of study. e To promote the continuing educational growth of our faculty and students, using current teaching methods and techniques. r To teach courtesy and professionalism as the foundation for a successful career in their chosen field of study. t To prepare students to successfully pass the state licensing exam for entry-level employment. y To train and graduate students while empowering them to become confident and excited to enter a successful career within the salon and beauty industry.

## **CALIFORNIA STUDENT TUITION RECOVERY FUND (STRF)**

You must pay the state-imposed assessment for the Student Tuition Recovery Fund (STRF) if all of the following applies to you: q

You are a student in an educational program, who is a California resident, or are enrolled in a residency program, and prepay all or part of your tuition either by cash, guaranteed student loans, or personal loans, and w

Your total charges are not paid by any third-party payer such as an employer, government program or other payer unless you have a separate agreement to repay the third party. You are not eligible for protection from the STRF and you are not required to pay the STRF assessment, if either of the following applies: q

You are not a California resident, or are not enrolled in a residency program, or w

Your total charges are paid by a third party, such as an employer, government program or other payer, and you have no separate agreement to repay the third party. (a) In addition to the statement described under subdivision (b) of this section, a qualifying institution shall include the following statement on its current schedule of student charges:

The State of California created the Student Tuition Recovery Fund (STRF) to relieve or mitigate economic losses suffered by students in educational programs who are California residents, or

are enrolled in a residency programs attending certain schools regulated by the Bureau for Private Postsecondary and Vocational Education.

You may be eligible for STRF if you are a California resident or are enrolled in a residency program, prepaid tuition, paid the STRF assessment, and suffered an economic loss as a result of any of the following: q

The school closed before the course of instruction was completed. w

The school's failure to pay refunds or charges on behalf of a student to a third party for license fees or any other purpose, or to provide equipment or materials for which a charge was collected within 180 days before the closure of the school. e

The school's failure to pay or reimburse loan proceeds under a federally guaranteed student loan program as required by law or to pay or reimburse proceeds received by the school prior to closure in excess of tuition and other costs. r

There was a material failure to comply with the Act or this Division within 30 days before the school closed or, if the material failure began earlier than 30 days prior to closure, the period determined by the Bureau. t

An inability after diligent efforts to prosecute, prove, and collect on a judgment against the institution for a violation of the Act. Note: Authority cited: Sections 94803, 94877, and 94923, Education Code. Section 94923, Education Code. Paul Mitchell The School Sherman Oaks collects the STRF fee of \$0.00 from cosmetology students and remits it to the BPPE.

### **COST OF TUITION AND SUPPLIES**

Because of inflationary cycles, and because we must occasionally change equipment to remain current, the school reserves the right for the following tuition information to be subject to change.

Cosmetology Tuition \$21,320.00

Enrollment Fee (nonrefundable) 75.00

Student Tuition Recovery Fund (STRF) (nonrefundable) 0.00

Equipment, Textbook, Supplies (nonrefundable) 2,280.00

**TOTAL COSTS \$23,675.00**

Note: The total charges for a period of attendance are equivalent to the cost of the entire program, due to the length of the program.

Please contact the school's Financial Aid Leader for payment options. The school accepts cash, credit card, and personal check payments. Financial aid recipients understand that monies received on their behalf are applied first to tuition costs. Any remaining funds available for the

student will be paid to the student only at which time the course costs have been paid in full. Financial aid available to those who qualify.

The school complies with California Private Postsecondary Education Act of 2009, 94899.5 (b) and does not require more than one term or four months of tuition in advance, until 50% of the program has been offered and the school is due full payment.

### **NOTICE**

YOU MAY ASSERT AGAINST THE HOLDER OF THE PROMISSORY NOTE YOU SIGNED IN ORDER TO FINANCE THE COST OF THE EDUCATIONAL PROGRAM ALL OF THE CLAIMS AND DEFENSES THAT YOU COULD ASSERT AGAINST THIS INSTITUTION, UP TO THE AMOUNT YOU HAVE ALREADY PAID UNDER THE PROMISSORY NOTE.

### **SCHOLARSHIP AND FEE WAIVER**

Paul Mitchell The School Sherman Oaks may offer scholarships. Check with the Admissions Leader for any scholarships that may currently be available.

### **2016 CLASS START DATES:**

Open Enrollment All Programs Every Monday

### **CONSTITUTION DAY**

Paul Mitchell The School Sherman Oaks celebrates Constitution Day on or near September 17 of each year. For more information visit [www.constitutionday.com](http://www.constitutionday.com)

### **VOTER REGISTRATION**

Students are encouraged to register to vote in State and Federal Elections. Voter Registration and Election Date information for the state of California can be found at <http://www.sos.ca.gov>. For information on Voter Registration and Election Dates for Federal Elections visit [www.eac.gov/voter\\_resources](http://www.eac.gov/voter_resources).

### **STUDENTS WHO WITHDRAW**

Students who withdraw from the program are required to empty their locker and gather all personal items. Any items left behind by the student will be stored for 60 days, at which time the items become the property of Paul Mitchell The School Sherman Oaks. Students wishing to transfer to another institution must pay all monies owed to Paul Mitchell The School Sherman Oaks, and all applicable academic requirements must be met in order for the hours to be released.

### **TERMINATION POLICY**

Paul Mitchell The School Sherman Oaks may terminate a student's enrollment for immoral and/or improper conduct, receiving seven (7) coaching sessions, failing to comply with

educational requirements, and/ or the terms as agreed upon within the enrollment contract. For more information refer to the school Future Professional Advisory. The student will be charged an administrative fee of \$100.00.

## **COURSES OVERVIEW:**

### **COSMETOLOGY COURSE OVERVIEW**

Course Hours: 1600 clock hours The course is divided into pre-clinical classroom instruction and clinical service learning experiences. q

Pre-clinical Classroom Instruction: The first 210 hours are devoted to classroom workshops where students learn design principles, technical information, and professional practices. w

Clinic Classroom Learning Experience: The remaining 1390 hours are spent in the clinic area where practical experience is gained.

### **COSMETOLOGY COURSE OUTLINE**

Your time at Paul Mitchell The School Sherman Oaks for the cosmetology program will be divided into six designations: q

Core Curriculum: A 210-hour orientation, known as the Core program, instills the basic fundamentals. Students are graded and evaluated using written, oral, and practical testing methods. Students must successfully complete the Core curriculum prior to attending regularly scheduled daily classes in cutting, coloring, permanent waving, and chemical texture services. w

Protégé Learning Experience: Your experience as a Protégé produces a smooth transition from Core student to Adaptive student. You spend 70 hours as a Protégé preparing you for the clinic classroom. e

Clinic Classroom Learning Experience: Your clinic time from 280 to 1600 hours will be guided with individual attention and group learning experiences using workshops, monthly worksheets, and periodic tests developed specifically for this monitoring progress. This is when you begin working on paying clients in the clinic classroom area. r

Classroom Learning Experience: Your classroom time from 280 to 1600 hours is divided into five (5) areas: cutting, coloring, texture, makeup, and nails. Each area has a specialist in the field who conducts the different elective classes once a week; these may include guest artists, retail, motivation, self-improvement, nail artistry, makeup, etc. t

Adaptive Curriculum: From 280 to 800 hours you will enter a new phase of elective classroom workshops coupled with challenging practical services designed to continue building you into a confident designer. y Creative Curriculum: You will spend your last 800 hours at Paul Mitchell The School Sherman Oaks in “high gear” by dressing, acting, and working like a true

professional. You will use your own artistic and creative abilities, coupled with the assistance of the Learning Leaders, to prepare yourself for your future beauty industry career.

### **BARBERING COURSE OUTLINE**

### **ESTHETICIAN COURSE OUTLINE**

### **PERMANENT MAKEUP COURSE OUTLINE 600 HRS**

### **PERMANENT MAKEUP COURSE OUTLINE 100 HRS**

## **STATE OF CALIFORNIA REQUIREMENTS**

### **Cosmetology**

The instructional program of Paul Mitchell the School Sherman Oaks meets or exceeds these requirements:

Subject Theory Hours Practical Application Milady Theory\* 1600

Technical Instruction and Practical Training Hair Dressing (1100 hours)

Hairstyling 65 240 Permanent Waving and Chemical Straightening 40 105 Hair Coloring and Bleaching 60 50 Hair Cutting to include razor, clipper, trimmers, and thinning shears 20 80 Five Minute Stress Relief Treatment 0 50 Technical Instruction and Practical Training in Health and Safety (200 hours) Laws and Regulations 20 0 Health and Safety Considerations 45 0 Disinfection and Sanitation 20 15 Anatomy and Physiology 15 0 Professional Development 30 0 Technical Instruction and Practical Training in Esthetics (200 hours) Manual, Electrical, and Chemical Facials 25 40 Eyebrow Beautification and Makeup 25 30 Technical Instruction and Practical Training in Manicuring and Pedicuring (100 hours) Manicuring and Pedicuring 10 25 Artificial Nails and Wraps 25 120 Nails

In addition to the state requirements listed above, Paul Mitchell The School Sherman Oaks provides additional training in the areas of communication skills, professional ethics, salesmanship, decorum, record keeping, and client service record cards. No additional hours will be required to complete the additional training and these additional course are not a requirement for state licensure.

Exceeds means that during the course of your training you may complete more services than what is listed, however no additional hours, over the 1600 required by the Board of Barbering and Cosmetology (BBC) will be required.

## **COSMETOLOGY PROGRAM TESTING AND GRADING PROCEDURE**

The following tests and grading procedures are incorporated during the student's 1600-hour course: q Weekly theory exams: Students must receive a grade of 70% or higher on each weekly theory exam. w 210-hour orientation practical skills evaluation test: Students must receive a grade of 70% or higher. e Final exam 1 (800-hour written exam): This test covers an overview of all related cosmetology subjects (e.g., anatomy, chemistry, etc.). Students must receive a grade of 70% or higher on all final exams. r Final exam 2 (1400-hour written test): The written exam covers an overview of all theory instruction, California state law, and other items covered on the state cosmetology exam. Students must receive a grade of 70% or higher on all final exams. t Monthly clinic practical worksheets: Students must complete monthly clinic practical worksheets.

## **MEASURABLE PERFORMANCE OBJECTIVES**

Complete the required number of clock hours of training. w

Achieve and receive passing grades on all practical graduation requirements and projects, including practical and theoretical examinations.

Satisfactorily pass final written and practical exams. r Upon completion, receive a graduation certificate.

Pass state board exam.

## **SAFETY PRECAUTIONS FOR THE BEAUTY INDUSTRY**

By following safety precautions you contribute to the health, welfare, and safety of the community. Always have good hygiene and be professionally dressed. Keep a first aid kit on hand, follow safety regulations, and keep equipment properly sanitized. The following precautions should always be taken with each client: q Protect clients' clothing by appropriately draping them. w Ask clients to remove any jewelry, hair accessories, glasses, etc. e Keep any and all chemicals away from the eyes. In case of eye contact with chemicals, thoroughly rinse eyes with cold water. r Wear gloves when dealing with chemicals. t Remember that anything containing chemically active ingredients must be used carefully to avoid injury to you and your client.

## **INDUSTRY REQUIREMENTS**

Students interested in pursuing a career in the beauty industry should: q Develop finger dexterity and a sense of form and artistry. w Enjoy dealing with the public. e Keep aware of the latest fashions and beauty techniques. r Make a strong commitment to your education. t Be aware that the work can be arduous and physically demanding because of long hours standing and using your hands at shoulder level.

## **STUDENT SERVICES**

Housing: Paul Mitchell The School Sherman Oaks keeps a file of information about housing in the surrounding areas; however the school does not provide dormitory facilities and does not have any facilities under its control. The school is not responsible to find or assist student in finding housing. There is available housing located within 3 miles of the school in Van Nuys, CA. The cost of housing is between \$650-\$1,250 per month. There is available housing located within 3 miles of the school in Studio City, CA. The cost of housing is between \$725- \$1,300 per month There is available housing located within 6-7 miles of the school in West Hollywood/Los Angeles, CA. The cost of housing is between \$900-\$2,500 There is available housing located within 9 miles of the school in Santa Monica, CA. The cost of housing is between \$1,050- \$2,500 There is available housing located within 14 miles of the school in Malibu, CA. The cost of housing is between \$2,300- \$5,500 w

Advising: Students are provided with academic advising and additional assistance as necessary. If referral to professional assistance is necessary, the school maintains a record of such referral. Information and advice on any financial assistance are accessible to students. Paul Mitchell The School Sherman Oaks also gives advice and information to students on these subjects: a. Regulations governing licensure to practice, including reciprocity among jurisdictions. b. Employment opportunities. c. Opportunities for continuing education following graduation.

#### **GRADUATION REQUIREMENTS IN COURSES**

Receive the required number of clock hours of training. w Complete graduation map worksheet requirements. e For a student to meet state requirements, all monthly clinic practical worksheets must be completed 100%. r Complete Final Phase worksheet. t Satisfactorily pass final written and practical exams. y Complete the required Milady theory hours and pass all written Milady theory exams. u Pay all tuition cost or make satisfactory arrangements for payment of all debts owed to the school. i Upon graduation the student will receive a graduation certificate. Once the student has met all these requirements, he/she will receive a CERTIFICATE of COMPLETION.

Paul Mitchell The School Sherman Oaks reserves the right to retain a student in school if the student's progress is not satisfactory as determined by the school's administration and/or the student fails to complete all listed requirements or fails to pass the written and practical exams. Paul Mitchell The School Sherman Oaks will not release the student's official transcript until all graduation requirements are met. A certified transcript will be provided to a student who withdraws which will include hours that the school has been compensated for. For the purposed of transfer or graduation, hours will not be released by the school until all monies owed to the institution have been paid and all academic requirements pertaining to those hours have been completed.

#### **GRADUATION, PLACEMENT, AND JOB OPPORTUNITIES**

Career opportunities for Cosmetologists include, but are not limited to, Hair Stylist, Color Stylist, Makeup Artist, Nail Technician, Educator, Salon Owner or Manager, Product Trainer,

Platform Artist, Esthetician, and many more. Although Paul Mitchell The School Sherman Oaks does not guarantee employment upon graduation, Paul Mitchell The School Sherman Oaks does maintain an aggressive job placement program and will inform students of job openings and opportunities. Paul Mitchell The School Sherman Oaks coordinates placement programs with local and national salons by sending out surveys and inviting salon owners and guest artists to teach and speak there. Paul Mitchell The School Sherman Oaks has placed students in the beauty industry as Hair Stylists, Color Stylists, Makeup Artists, Nail Technicians, Educators, Salon Owners or Managers, and Estheticians.

### **STUDENT KIT – Cosmetology**

Students are responsible to purchase a Paul Mitchell Kit at an additional cost from the tuition. Please note that students are responsible for the purchase of stationery supplies. Textbook and educational materials may be purchased separately, which may discount kit costs. The following items are contained in the Paul Mitchell cosmetology kit:

**Textbooks listed below are included in the Paul Mitchell Kit at a discounted price to the student.**

#### **TEXTBOOKS:**

1 Milady's Standard Cosmetology, 13th addition

### **FEDERAL RETURN OF TITLE IV FUNDS POLICY**

The school participates in federal financial aid. Please refer to the following refund policy for specific consumer information pursuant to the federal financial aid program. q Students who receive loans are responsible for repaying the loan amount, plus any interest, less the amount of any refunds. If the student has received federal student financial aid funds, the student is entitled to a refund of the monies not paid for federal student financial aid program funds. w For students who have received Title IV financial assistance, the Federal Return of Title IV Funds calculation will be completed first and applicable funds returned. Returned funds will be reduced from the payments received on behalf of the student before applying the institutional refund policy to determine whether the student is owed a refund or if a balance is owed to the institution. e If a student has received less aid than that student earned, he/she may be eligible for a post withdrawal disbursement. If a student is eligible for this disbursement, the school will notify the student in writing of the amount for which he/she is eligible. The student will have 14 days to accept or decline the disbursement. If an acceptance is not received within this time frame, the institution will not make the post-withdrawal disbursement to the student. r The Federal Return of Title IV Funds formula dictates the amount of federal Title IV aid that must be returned to the federal government or the lending institution by the school and/or the student. The federal formula is applicable to an eligible student receiving federal aid when that student withdraws on or before the 60 percent point in time in the payment period. t The federal formula requires a return of Title IV aid if the student received federal financial assistance in the

form of Stafford Loans, Pell Grants, or PLUS Loans and withdraws on or before completing 60 percent of the payment period. The percentage of Title IV aid earned is equal to the percentage of the payment period that was completed as of the withdrawal date if this occurs on or before the 60 percent point of time. The percentage that has not been earned is calculated by determining the complement of the percentage earned (e.g., if 40 percent was earned, 60 percent was unearned). y The amount to be returned is calculated by subtracting the amount of Title IV assistance earned from the amount of Title IV aid that was or could have been disbursed as of the withdrawal date. The percentage of the payment period scheduled to complete is calculated by dividing the total number of clock hours scheduled to complete by the payment period as of the last date of attendance. u If a student unofficially or officially withdraws and has received federal loans, the loans will go into repayment once the grace period expires. a. Unofficial withdrawal applies when a student is absent for 14 or more consecutive calendar days; b. Official withdrawal applies when a student notifies the school in writing or in person. In both cases the last day of attendance will be used in the return to Title IV calculation. i School scheduled breaks of five (5) or more consecutive days are excluded from the return to title IV calculation as periods of nonattendance and, therefore, do not affect the calculation of the amount of federal student aid earned. This provides for more equitable treatment of students who officially or unofficially withdraw near either end of the schedule break. o

Funds will be returned to the Federal Government within 45 days

**NOTE:**

A student who withdraws prior to completing 60 percent of the charging period may be required to repay some of the funds released to the student because of a credit balance on the student's account. The following Title IV refund distribution is used for all financial aid applicants/students due a refund: q

Federal Unsubsidized Stafford Loan

Federal Subsidized Stafford Loan

Federal PLUS Loan r

Federal Pell Grant

**INSTITUTIONAL REFUND/DROP POLICY "STUDENT'S RIGHT TO CANCEL**

Any monies due the student shall be refunded within 30 days of official cancellation or withdrawal. Official cancellation or withdrawal shall occur on the earlier of the dates that: a. A student is not accepted by the school. This student shall be entitled to a refund of all monies paid to the school except a non-refundable application fee. b. A student (or in the case of a student under legal age, his/her parent or guardian) cancels his/ her contract and demands his/her money back in writing, until the first day of class session or the seventh (7) calendar day of signing the enrollment contract, whichever is later. In this case all monies collected by the

school shall be refunded except a non-refundable application fee. This policy applies regardless of whether or not the student has actually started training. c. A student who cancels his/her contract after the seventh (7) calendar day of signing the contract but prior to entering classes is entitled to a refund of all monies paid to the school less an application fee of \$75.00. d. A student notifies the institution of his/her official withdrawal in writing. e. A student is expelled by the institution. f. For official cancellations as defined in paragraphs b, c, d, or e, the cancellation date will be determined by the postmark on written notification at the following address: Paul Mitchell The School Sherman Oaks, 15301 Ventura Blvd., Unit P2, Sherman Oaks, CA 91403, or by the date said information is delivered to the school administrator/owner in person. Written cancellations need not take any particular form. g. Monies paid for student kits are nonrefundable. w You have the right to cancel your enrollment contract and obtain a refund of charges paid through attendance at the first class session, or the seventh (7) calendar day after enrollment, whichever is later. YOU MUST CANCEL IN WRITING. Students do not have the right to cancel by telephoning the school or by not coming to class. e Any monies due a student who unofficially withdraws from the institution shall be refunded within 45 days of a determination by the institution that the student has withdrawn without notifying the institution. Unofficial withdrawals are monitored every 30 days and a determination is made to withdraw a student who has been absent from school for 14 or more consecutive calendar days; the withdrawal date that will be used in this calculation is the student's actual last date of attendance. r When situations of mitigating circumstances are in evidence, such as serious illness, a disabling accident, or death in the immediate family, the school may make a settlement that is reasonable and fair to both parties. t All extra costs, such as books, equipment, graduation fees, application fee, rentals, and other such charges, are not considered in the tuition adjustment computation if the charges are itemized separately in the enrollment contract. y Monies paid for supplies and equipment are nonrefundable after seven (7) calendar days of signing the enrollment contract, but prior to entering classes, whichever is later. u If a course and/or program is cancelled subsequent to a student's enrollment, and before instruction in the course and/or program has begun, the school shall either provide a full refund of all monies paid or provide completion of the course and/or program. o For students who terminate prior to completion, an administration fee in the amount of \$100.00 will be assessed. p A student's account may be sent to collections for nonpayment. a If the school closes permanently and no longer offers instruction after a student has enrolled, the school will provide a pro rata refund of tuition to the student.

A student is entitled to a refund of moneys not paid from federal student aid program funds.

An institution that participates in the federal student financial aid programs complies with this article by complying with applicable regulations of the federal student financial aid programs under Title IV of the federal Higher Education Act of 1965.

The institution shall also provide a pro rata refund of nonfederal student financial aid program moneys paid for institutional charges to students who have completed 60 percent or less of the period of attendance.

Step 1: Identify all amounts paid for instruction less cost of equipment.

Step 2: Subtract Registration/Application fee not to exceed \$250.00.

Step 3: Apply a pro rata refund based on the percentage of scheduled hours completed in the program.

Below is an example of a pro rata refund for the Cosmetology Program: The amount listed is the amount a school may retain based on the percentage of scheduled hours completed in the program.

Tuition amount	10%	25%	50%	60%	61%-100%	\$21,320.00	\$2,132.00	\$5,330.00	\$10,660.00
	\$12,792.00	\$21,320.00							

Paul Mitchell The School Sherman Oaks does not have a pending petition in bankruptcy, has never filed for bankruptcy petition within the preceding five (5) years, nor operated as a debtor in possession or had a petition of bankruptcy filed against it within the preceding five (5) years that resulted in reorganization under Chapter 11 of the United States Bankruptcy Code.

You have the right to withdraw from a course of instruction at any time. If you withdraw from the course of instruction after the period allowed for cancellation of the agreement, which is until the first day of class session, or the seventh (7) calendar day after enrollment, whichever is later, the school will remit a refund less a registration fee, if applicable, within 30 days following your withdrawal. You are obligated to pay only for educational services rendered and for unreturned equipment. IF THE AMOUNT YOU HAVE PAID IS MORE THAN THE AMOUNT YOU OWE FOR THE TIME YOU ATTENDED, THEN A REFUND WILL BE MADE WITHIN 30 DAYS OF WITHDRAWAL. IF THE AMOUNT YOU OWE IS MORE THAN THE AMOUNT YOU HAVE ALREADY PAID, THEN YOU WILL HAVE TO MAKE ARRANGEMENTS TO PAY IT.

### **REMEMBER, YOU MUST CANCEL IN WRITING**

You do not have the right to cancel by telephoning the school or failing to attend classes. If you have any complaints, questions, or problems that you cannot resolve with the school, write or call the Bureau for Private Postsecondary Education 2535 Capitol Oaks Drive, Suite 400, Sacramento, CA 95833 or by calling toll-free (888)370-7589 or (916) 431-6959 or by fax (916) 263-1894.

### **STUDENT FINANCIAL AID RELEASE**

The undersigned agrees that Paul Mitchell The School Sherman Oaks does not guarantee the student loan process in any respect. A Federal Parent Plus loan requires a credit check and is based on the parent's credit. Pre-approval for a Parent Plus loan does not guarantee that the

parent will receive a Federal Parent Plus loan. It is critical that the parent be able to pass a credit check when the loan is certified. The school has no control over the approval or decline of a parent's credit history. Nor does the school assume any responsibility for mistakes on any Department of Education financial aid forms. It is up to the student to make sure all forms are accurate and complete. Federal Loan information is available in the National Student Loan Database System (NSLDS) and will be accessible by Servicers and Schools, as authorized.

### **POLICY FOR VERIFICATION OF TITLE IV FUNDING**

The school has policies and procedures that it follows for verification of Title IV funding. Verification is a requirement by the U.S. Department of Education. Students are randomly selected to provide additional information. The school provides students with a verification form so they can collect the necessary information. The school gives the student a 30-day deadline to return the form to the financial office with verification items attached. If verification documents are not submitted by the due date, the student will be placed on a monthly cash pay status until verification is completed. The corporate office sends to the school a change in EFC form for students to sign if their EFC changes. FAME handles our student overpayments and alerts the school so it can make changes to the award packet, which is reported to Common Origination and Disbursement (COD) for the Department of Education. Special provisions for books and supplies In order to academically succeed in a program, a Federal Pell Grant student must have the ability to purchase books and supplies at the beginning of the academic period. By the seventh day of a payment period, the school will provide a way for a student who is eligible for a Federal Pell Grant to obtain or purchase the books and supplies required for the payment period if: q Ten days before the beginning of the payment period, the school could have disbursed FSA funds to the student; and w Disbursement of those funds would have created an FSA credit balance. The school will consider all the FSA funds a student is eligible to receive at the time it makes the determination, but the school need not consider aid from non-FSA sources. The amount the school must provide is the lesser of the presumed credit balance or the amount determined by the school that the student needs to obtain the books and supplies. In determining the required amount, the school may use the actual costs of books and supplies or the allowance for those materials used in estimating the student's cost of attendance for the period. A student may decline to participate in this process to obtain or purchase books and supplies, if they so choose.

### **ELIGIBILITY OF FINANCIAL AID AFTER A DRUG CONVICTION**

Students will be given written notice advising them that a conviction of illegal drugs, of any offense, during an enrollment period for which the student was receiving Title IV financial aid will result in the loss of eligibility for any Title IV per HEA Sec. 484(r)(1) and 20 U.S.C. 1091(r)(1). Students whose eligibility has been suspended due to a drug conviction may resume eligibility if they successfully pass two (2) unannounced drug tests conducted by a drug

rehabilitation program that complies with criteria established under HEA Sec. 484(r)(2) (20 U.S.C. 1091(r)(2)).

### **PREFERRED LENDER LIST AND PRIVATE EDUCATION LOAN DISCLOSURES**

Our school does not have a list of preferred lenders and we do not offer private education loans.

### **MAKEUP WORK**

Students must complete all required assignments and tests. To accommodate students, makeup test days and worksheet periods are scheduled. Students must complete makeup work at the scheduled time. Monthly makeup test dates are posted on the theory and school calendars.

### **SATISFACTORY ACADEMIC PROGRESS POLICY**

Students enrolled in programs approved by NACCAS must meet formal standards that measure their satisfactory academic progress toward graduation. The Satisfactory Academic Progress policy is provided to all students prior to enrollment. The policy is consistently applied to all enrolled students. Satisfactory Academic Progress Evaluations are maintained in the student file.

### **QUANTITATIVE AND QUALITATIVE FACTORS**

Factors for measuring the student's progress toward satisfactory completion of the program include maintaining:

- q A minimum cumulative Theory grade level of 70% or higher.
- w A minimum cumulative academic level of 100% or higher on practical worksheet completion.\*
- e To determine whether a student meets the academic requirements for Satisfactory progress, theory and practical grades are averaged together to give a cumulative academic grade of 70% or higher.
- r A minimum cumulative attendance of 80% of their scheduled hours\*\*

\*To meet the state practical requirements for graduation, students must eventually complete monthly practical worksheets 100%. See LEARNING PARTICIPATION GUIDELINES. \*\*To determine your rate of attendance, divide the cumulative number of hours completed by the scheduled hours to date. A student who has not achieved the minimum cumulative GPA of 70% and/or who has not successfully completed at least a cumulative rate of attendance of 80% is not eligible for Title IV assistance, if applicable, unless the student is on warning or has prevailed upon appeal of the determination that has resulted in status of probation.

### **COMPLETION OF COURSE WITHIN DESIGNATED PERIOD OF TIME**

Full-time day students attend five (5) days (Tuesday through Saturday), 35 hours per week, from 9:30 AM to 5:00 PM. Part-time night school students attend four (4) days (Monday through Thursday), 20 hours per week, from 5:00 PM to 10:00 PM. Information regarding other course schedules is available upon inquiry. The state of California requires 1600 clock hours for the cosmetology course. Students are expected to complete the course in no more than 125%

of the program length. If a student is never absent, he/ she should complete the course within 45.71 weeks for a full-time student and 80 weeks for a part-time student.

### **MAXIMUM TIME FRAME**

Students must complete the educational program within the maximum time frame, which is based on attending at least 80% of the scheduled hours.

### **COURSE LENGTH MAXIMUM TIME FRAME**

Cosmetology – Full Time 45.71 Weeks 57.14 Weeks Cosmetology – Part Time 80 Weeks 100 Weeks The maximum time frame allowed for transfer students who need less than full course requirements or part-time students will be determined based on 80% of the scheduled contracted hours. If a student fails to complete the program within the maximum time frame they will lose their eligibility for Title IV programs, if applicable, but they will be able to complete the program on a cash pay basis.

### **INTERRUPTIONS, COURSE INCOMPLETES, AND WITHDRAWALS**

If the student needs to take off more time than allotted in the contract or more than 14 consecutive calendar days, he/she must drop and reenroll when ready to return. Students who withdraw prior to completing the course of study and who wish to reenter will reenter at the same progress status as applicable at the time of withdrawal.

### **LEAVE OF ABSENCE**

The school does not have a leave of absence policy. However, in the case of pregnancy or new mothers a leave of absence will be permitted with a letter from the Future Professional's doctor.

### **NONCREDIT, REMEDIAL COURSE, AND REPETITIONS**

Course incompletes, repetitions, and noncredit remedial courses do not apply to this institution. Therefore, these items have no effect upon the school's satisfactory academic progress standards.

### **EVALUATION PROCEDURES AND REQUIRED LEVEL OF ACHIEVEMENT**

Formal Satisfactory Progress Evaluations in both attendance and academics will occur when cosmetology students reach 450, 900, and 1250 actual hours. The first evaluation will occur no later than the midpoint of the academic year. The following grading system is used to evaluate a student's academic ability: q Examinations are given in all subjects. w Grades and attendance (Satisfactory Academic Progress) records are reviewed and signed by the student and maintained in the student's financial file. The Satisfactory Academic Progress will reflect if the student evaluation will impact the students eligibility for Financial Aid. The student may request to review their financial aid file from the Financial Aid Leader or Director. The following grading

scale is used for theory progress: A = 90 – 100% B = 80 – 89% C = 70 – 79% Failing = Below 70% Practical and clinical work is graded by a signature on the student’s practical clinic worksheet or guest ticket. A signature from an instructor represents a passing grade which means all elements of the practical grading criteria were met. No signature indicates a failing score which means one or more of the practical grading criteria elements were not met and the student has not met minimum satisfactory standards on the practical application. Students are required to continue and/or repeat the practical application until they receive a signature from an instructor. \*The school uses a 900-hour academic year for Title IV purposes.

### **TRANSFER HOURS**

Transfer hours accepted by the school are applied to the total number of hours necessary to complete the program and are considered both attempted and completed hours for the purpose of determining when the allowable maximum time frame has been exhausted. Satisfactory Academic Progress evaluation periods are based on actual contracted hours at the institution.

### **DETERMINATION OF PROGRESS STATUS**

Students meeting the minimum requirements for academics and attendance at the evaluation point are considered to be making satisfactory progress until the next scheduled evaluation.

### **WARNING**

Students failing to meet minimum requirements for attendance and/or academic progress will be placed on Financial Aid Warning and considered to be making satisfactory academic progress while during the warning period which is until the next evaluation period. The student will be advised in writing on the actions required to attain satisfactory academic progress by the next evaluation. During the Financial Aid Warning period, students are eligible, if applicable, to receive financial aid funds. If at the end of the warning period, the student has still not met both academic and/or attendance requirements, he/she may be placed on probation and, if applicable, the student may be deemed in eligible to receive Title IV funds.

### **PROBATION**

Students who fail to meet the minimum requirements for attendance and academic progress after the Warning period, the student will be placed on probation and considered to be making satisfactory academic progress while during the probationary period, if the student appeals the decision, and prevails upon appeal. Additionally, only students who have the ability to meet satisfactory academic progress policy standards by the end of the evaluation period may be placed on probation. Students placed on an academic plan must be able to meet requirements set forth in the academic plan by the end of the next evaluation period. Students who are progressing according to their specific academic plan will be considered making satisfactory academic progress. The student will be advised in writing of the actions required to attain satisfactory academic progress by the next evaluation. If at the end of the probationary period,

the student has still not met both the attendance and academic requirements required for satisfactory academic progress or set forth by the academic plan, the student will be determined as NOT making satisfactory academic progress, and if applicable, the student will not be deemed eligible to receive Title IV funds.

### **RE-ESTABLISHMENT OF SATISFACTORY ACADEMIC PROGRESS**

for those who qualify Students may re-establish satisfactory academic progress and Title IV funding, as applicable, by meeting the minimum attendance and academic requirements by the end of the warning or probationary period.

### **APPEAL PROCEDURE**

A student may appeal the Financial Aid ineligible decision if he/she has a reason for not making satisfactory progress and if he/she can document that the circumstances that caused the unsatisfactory academic progress determination have in some way changed and that satisfactory academic progress standard can be met by the end of the next evaluation period. A student has five (5) calendar days from the date of notification that they are not meeting the second consecutive satisfactory progress determination to appeal the unsatisfactory academic progress determination. The student must submit a written appeal to the school's financial aid office on the designated schools Appeal Form describing why they failed to meet satisfactory academic progress standards, along with supporting documentation of the reasons why the determination should be reversed. This information should include what has changed about the student's situation that will allow them to achieve satisfactory academic progress by the next evaluation point. The reasons for which a student may appeal a negative progress determination include death of a relative, an injury or illness of the student, or any other allowable special or mitigating circumstances. The Appeal documents will be reviewed and a decision will be made and reported to the student within 30 calendar days. The appeal and decision documents will be retained in the student's file. If the student prevails upon appeal, the satisfactory academic progress determination will be reversed and federal financial aid will be reinstated, if applicable. If the appeal is granted the student will be placed on Financial Aid Probation for one evaluation period. If the student has not met academic and/or attendance requirements for two (2) consecutive evaluation periods, and does not prevail on appeal, the student will be determined as not making satisfactory progress and may be terminated. This policy applies to all students regardless of whether or not they are eligible for Title IV funding programs. In order to comply with USDE requirements the terminology financial aid warning or financial aid probation will be used for both Title IV and non-Title IV students.

### **TERMINATION APPEAL PROCEDURE**

If a student is terminated due to receiving the maximum amount of coaching sessions, or due to the reasons outlined under termination on the Student Advisory Form, the student may appeal the termination decision. A student has five (5) calendar days from the date of termination to appeal the decision. The student must submit a written appeal to the school's

Future Professional Advisor on the schools Termination Appeal Form describing why they were terminated, along with supporting documentation of the reasons why the determination should be reversed. This information should include what has changed about the student's situation that will allow them to continue through the program without incident. An appeal hearing will take place within 15 business days of receipt of the written appeal. This hearing will be attended by the student, parent/guardian (if the student is a dependent minor), the student's learning leader, the future professional advisor, and the school director. A decision on the student's appeal will be made within three (3) business days by the director of education and will be communicated to the student in writing. This decision will be final. If a student is terminated for gross misconduct, which includes but is not limited to reporting to school under the influence of alcohol or illegal drugs, cheating, stealing, insubordination, threats, and/or bullying, such termination is final and may not be appealed.

### **ALCOHOL AND DRUG-FREE EDUCATIONAL FACILITY POLICY**

The School is concerned about the use of alcohol and drugs in the educational facility. This concern is based upon the effect that those substances have on a person's judgment, performance, safety, and health. The School prohibits the possession, use, or being under the influence of alcohol or an illegal substance on School premises or at a School activity. This prohibition includes drugs which (a) are not legally obtainable or (b) are legally obtainable but have not been legally obtained. The prohibition also includes prescribed drugs not legally obtained and prescribed drugs not being used for the prescribed purposes. In order to enforce this policy, the School reserves the right to search all School premises, including classrooms, administrative offices, corridors, storage rooms, and parking lots. The School also reserves the right to search all employee and student property on School premises or at School activities, including but not limited to backpacks, purses, handbags, lockers, and vehicles parked on School property. The School also reserves the right to implement other measures necessary to deter abuse of this policy. Failure or refusal to cooperate may be grounds for disciplinary action, including expulsion from the School or termination for employees. The School also will not object to law enforcement seeking to search School premises or employees and students, and employee and student property on School property or at School activities

### **STUDENT RIGHT OF ACCESS AND RECORD RETENTION POLICY**

The Family Educational Rights and Privacy Act (FERPA) sets a limit on the disclosure of personally identifiable information from school records and defines the rights of students to review and request changes to the records. FERPA generally gives postsecondary students the rights to:

Review their education records, w

Seek to amend inaccurate information in their records, and e

Provide consent for the disclosure of their records.

Students (or parents or guardians, if the student is a dependent minor) are guaranteed access to their school records, with a staff member present, within 45 days from the date of the request. Copies of all records can be requested at \$0.20 per page.

#### General Release of Information

Except under the special conditions described in this policy, a student must provide written consent each time before a school may disclose personally identifiable information from the student's education records. The written consent must:

State the purpose of the disclosure, w

Specify the records that may be disclosed, e

Identify the party or class of parties to whom the disclosure may be made, and r

Be signed and dated.

#### **FERPA Disclosures to Parents**

While the rights under FERPA have transferred from a student's parents to the student when the student attends a postsecondary institution, FERPA does permit a school to disclose a student's education records to his or her parents if the student is a dependent student under IRS rules. Note that the IRS definition of a dependent is quite different from that of a dependent student for Financial Student Aid (FSA) purposes. For IRS purposes, students are dependent if they are listed as dependents on their parent's income tax returns. (If the student is a dependent as defined by the IRS, disclosure may be made to either parent, regardless of which parent claims the student as a dependent.) A school may disclose information from a student's education records to parents in the case of a health or safety emergency that involves the student. A school may let parents of students under age 21 know when the student has violated any law or policy concerning the use or possession of alcohol or a controlled substance. A school official may share with parents information that is based on that official's personal knowledge or observation and that is not based on information contained in an education record.

#### **Release of Information to Regulatory Agencies**

Disclosures may be made to authorized representatives of the U.S. Department of Education for audit, evaluation, and enforcement purposes. "Authorized representatives" include employees of the Department, such as employees of the Office of Federal Student Aid, the Office of Postsecondary Education, the Office for Civil Rights, and the National Center for Education Statistics, as well as firms. In addition, disclosure may be made if it is in connection with financial aid that the student has received or applied for. Such a disclosure may only be made if the

student information is needed to determine the amount of the aid, the conditions for the aid, or the student's eligibility for the aid, or to enforce the terms or conditions of the aid.

Paul Mitchell The School Sherman Oaks provides and permits access to student and other school records as required for any accreditation process initiated by the school or by the National Accrediting Commission of Career Arts and Sciences (NACCAS), or in response to a directive of said Commission. under contract to the Department to perform certain administrative functions or studies.

### **Disclosures in Response to Subpoenas or Court Orders**

FERPA permits schools to disclose education records, without the student's consent, to comply with a lawfully issued subpoena or court order. In most cases, the school must make a reasonable effort to notify the student who is the subject of the subpoena or court order before complying, so the student may seek protective action. However, the school does not have to notify the student if the court or issuing agency has prohibited such disclosure. A school may also disclose information from education records, without the consent or knowledge of the student, to representatives of the U.S. Department of Justice in response to an ex parte order issued in connection with the investigation of crimes of terrorism.

Disclosures for Other Reasons There are two different FERPA provisions concerning the release of records relating to a crime of violence. One concerns the release to the victim of any outcome involving an alleged crime of violence (34 CFR 34 CFR 99.31[a][13]). A separate provision permits a school to disclose to anyone the final results of any disciplinary hearing against an alleged perpetrator of a crime of violence where that student was found in violation of the school's rules or policies with respect to such crime or offense (34 CFR 99.31[a][14]).

### **Directory Information**

ZMS THE ACADEMY does not publish "directory information" on any student.

### **Record Maintenance**

All requests for releases of information are maintained in the student's file as long as the educational records themselves are kept. Student records are maintained for a minimum of five (5) years for withdrawal students; transcripts of graduates are kept indefinitely.

### **Amendment to Student Records**

Students have the right to seek an amendment to their school records. To seek an amendment, students must meet with the school director and bring any supporting documentation to show that the record is incorrect. A parent or eligible student may file a written complaint with the Family Policy Compliance Office regarding an alleged violation under the Family Educational Rights and Privacy Act. The Office's address is: Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, SW., Washington, DC 20202.

## PERFORMANCE STATISTICS/JOB OUTLOOK

ZMS THE ACADEMY performance statistics for the calendar year 2014: Graduation Placement Licensure 75.77% 74.83% 95.87% The U.S. Bureau of Labor Statistics publishes information regarding the Hairdressing and Cosmetology profession at: <http://www.bls.gov/ooh/personal-care-and-service/barbers-hairdressers-andcosmetologists.htm>.

ZMS THE ACADEMY Bureau for Private Postsecondary Education (BPPE) 2014: Completion Licensure Placement 74.49% 94.78% 64.38%

## PROGRAM INTEGRITY

ZMS THE ACADEMY is accredited by COE and uses its calculation for student placement based on each program offered. For the most recent annual reporting period, the school shows the following data for the cosmetology program:

Placement Rate On Time Graduation Rates Median Loan Debt 74.83% 59% 2013–2014 Title IV: \$10,556.00. Private: \$0, Institutional: \$0. For more information about our graduation rates, the median debt of students who completed the program, and other important information, please visit our Web site at: <http://paulmitchell.edu/shermanoaks>.

## STUDENTS RIGHT-TO-KNOW - DEPARTMENT OF EDUCATION RATES

Graduation Placement 71.72% 54.54%

ZMS THE ACADEMY must prepare the completion and graduation rate of its certificate- or degree-seeking, first-time, full-time undergraduate students each year. The annual rates are based on the 12-month period that ended August 31 of the prior year. The rates will track the outcomes for students for whom 150% of the normal time for completion or graduation has elapsed. Normal time is the amount of time necessary for a student to complete all requirements for a degree or certificate according to the institution's catalog. These rates are generated from the school student record management system

## LIST OF LIBRARY REFERENCE MATERIALS

23 Cutting and Coloring DVDs / Paul Mitchell Product Guide Workbook / Color System DVD Box Set / Color System Skill Cards / Cutting System DVD Box Set / Cutting System Book / MASTERS CDs / Milady's Standard Cosmetology 2012 Theory Workbook / Milady's Standard Cosmetology 2012 Exam Review / Milady's Standard Cosmetology 2012 Textbook

## STUDENT PROFESSIONAL DEVELOPMENT GUIDELINES

All students must commit to and follow the Student Professional Development Guidelines during their enrollment at Paul Mitchell The School Sherman Oaks. These guidelines were established to assist in creating a safe, focused, and enjoyable learning experience.

## Attendance and Documentation of Time

The school records attendance in clock hours and gives appropriate attendance credit for all hours attended. The school does not add or deduct attendance hours as a penalty. Attendance is calculated using a computerized time clock and does not round hours. To ensure proper credit for clock hours, full-time students are required to clock in/out 4 times a day: when they arrive at school, when they leave for lunch, when they return from lunch, and when they leave at the end of the day.

Part-time students are required to clock in/out 2 times a day: when they arrive at school and when they leave at the end of the day. If a student fails to clock in or out for their schedule on the student timeclock, the student will not receive hours. If the student wishes to dispute any hours they feel earned, the student must provide documentation to verify attendance on the missing time form. The documentation would include the student sign in sheet, the specialty class attendance role, and/or the guest service summary. w

The school is open from 9:30 AM to 5:00 PM for day students and 5:00 PM to 10:00 PM for night students. e

All courses require continuous attendance. r

The prescribed attendance schedule must be maintained each week. Alternate schedules are available to those students who qualify. T

Night students may not miss Mondays; day students may not miss Saturdays. y Students must be on time, as tardiness inhibits the learning process.

Students who are late for theory class may not enter the classroom and will not receive theory credit. They may “clock in” and will be assigned special projects or assignments pertaining to their course of study. Students who are late for a specialty class or a guest artist class may attend the class, but must be accompanied into the classroom by an instructor. Students are never excused from mandatory theory class to work in the clinic. u

During the enrollment contract period, the student is allowed to miss 160 hours before having to pay extra instructional charges. If the student’s training goes beyond the contracted ending date for course completion, the student will be charged an additional \$13.33 for each hour completed after the contract ending date. The student may use the 160 allowed absent hours for vacation, appointments, illness, etc.

\*\*Refer to the school enrollment contract for the Enrollment Contract Period definition. Please note that if a student misses more than 14 consecutive calendar days, the student may be terminated from the program.

Students who are late or cannot attend school must contact the school and talk to the school service desk immediately. Day students must call in by 8:00 AM; night students must call in by 1:30 PM. o

Students must request time off from school from the Education Leader.

Students are required to be in attendance a minimum of seven (7) hours per day, 35 hours per week for the full-time schedule; 20 hours per week for part-time students. Holidays such as Thanksgiving, Christmas, and New Year's Day will be set according to the calendar each year. Students cannot bank hours and attend over 35 hours per week to make up for missing hours. If a student will miss hours during the week, arrangements must be made with the Learning Leader Advisor to make up those hours within the same week, or the hours missed will count against the hours allowed to miss and overtime charges can occur. s

Lunches and breaks are scheduled for all students. Day students will take 30 minutes for lunch between 12:00 noon and 1:30 PM, if possible, according to their booking. Students should communicate with their instructor if they have not had lunch by 1:30 PM.

Observe the appropriate breaks for your school schedule. Breaks are as follows:

Student Schedule Breaks Lunch 8 or 7 1/2 hr/day 10 min. in the morning & 10 min in the afternoon 30 min. 6 hr/day 10 min. in the morning & 10 min in afternoon n/a 5 hr/day 10 min at mid-point of schedule n/a 4 hr/day 10 min at mid-point of schedule n/a d

Documentation of time: Students may not leave the school premises during regular hours without an instructor's permission. a.

Students who leave school premises for more than 10 minutes or those who leave early must document their time by clocking out on the time clock, signing the sign-out sheet, and having an instructor book them out. b.

Students who leave school premises for less than 10 minutes must sign the sign-out sheet. c.

Day students must clock out on the time clock for lunch for 30 minutes every day. Students will not receive credit for the hour if they fail to clock in/out for lunch. f

Students may not clock in or out for another student. g

Students must keep a record of all services each day on the "service tracking sheet," which must be completed daily and turned in every month.

#### **ZMS THE ACADEMY Professional Image/Dress Code:**

A professional image is a requirement for successful participation in school. Students must maintain a professional code. However, we want our students to be comfortable during their school day. We do not require jackets, smocks or uniforms. Your own attire is permissible as long as it is clean and appropriate.

No See Through Clothing

Closed Toed Shoes Only

No High Heels, No Skirts or Shorts Higher than 2 inches Above the Knee

Clean Shirts, Pants, Shorts or Dresses Can Be Worn

Clean Personal Hygiene

Hats and Scarves May Be Worn

Students who fail to comply with the professional dress code will be asked to leave and return with appropriate attire.

### **Sanitation and Personal Services**

Students must keep workstations and classroom areas clean, sanitary, and clutter free at all times. w Students must clean their stations, including the floor, after each service. e Hair must be swept up immediately after a service is completed, before blow drying. r Workstations must be cleaned at the end of the day, prior to clocking out for the day. t Students may have their hair or other services done Tuesday through Thursday. To receive a service, students must do the following prior to starting the service: a. Notify an instructor. b. Be scheduled off the service books by a Learning Leader. c. Pay for service supplies including perms, tints, bleaches, rinses, conditioning, treatments, manicures, nails, etc. d. Personal services are considered rewards and scheduled for students who are up to date with all projects, tests, and worksheets. School assignments and successful learning are the priority.

### **Communication Guidelines and Professional Conduct**

Visitors are allowed in the reception area only. Visitors are not allowed in the classrooms, student lounge, or clinic floor area. w Only emergency calls are permitted on the business phone. Students may use the student phones for a limited time. Please keep your calls to three (3) minutes or less. e Cell phones are not permitted in the school. r Students may not visit with another student who is servicing a client. t Students may not gather around the reception desk, reception area, or offices. y Food, drinks, and water bottles are allowed only in the lunchroom. u Paul Mitchell The School Sherman Oaks is a smoke-free campus. i Stealing or taking school or another's personal property is unacceptable.

### **Learning Participation Guidelines**

Peer teaching and tutoring are encouraged. Taking credit for another's work or cheating during exams is unacceptable. w Students will be expected to maintain an average of 70% on all theory tests and assignments. e Students must take all appointments assigned to them. This includes last-minute walk-ins. r Students may not be released from required theory class to take a client. t Only desk personnel may schedule or change client service appointments. y All services must be checked and the service ticket initialed by an instructor. u Students are expected to be continuously working on school-related projects, assignments, reading, or test preparation during school hours. i Students will receive clock hours during the times they fully participate in their learning experience. o When students are not scheduled with service appointments or are

not scheduled to attend theory or an elective class, they may focus on the following: a. Completion of monthly worksheets b. Completion of theory review worksheets c. Performing a service on another student d. Listening to or reading school resource center materials, including educational videos, audiotapes, and books a Students must comply with school personnel and instructor's assignments and requests as required by the curriculum and student guidelines and rules. s Students may not perform hair, skin, or nail services outside of school unless authorized to do so by school administration. Conducting unauthorized hair, skin, or nail services outside of school will be reported to the state board and may result in your inability to receive a professional license. d Students are responsible for their own equipment and may use a station drawer only while working at that station. All equipment, tools, and personal items must be secured in their assigned locker. Paul Mitchell The School Sherman Oaks is not responsible for any lost or stolen articles. f Parking is allowed in assigned parking areas only or cars may be towed at the owner's expense. g All worksheets are due the end of each month by 4:30 PM for day students and 10:00 PM for night students. h If a student fails to complete a worksheet 100%, the student will be placed on the Back on Track list and will remain on the list until the following month.

#### **LATE PAYMENTS**

If a student fails to make a scheduled tuition payment, the student may receive a coaching session on the Future Professional Advisory Form. If a student consistently fails to make scheduled payments, the student may be terminated from the program.

#### **COACHING AND CORRECTIVE ACTION**

Part of your learning experience includes fine-tuning and mastering the skills and behaviors of a salon professional. The school team will coach all students to correct noncompliant or destructive behavior. The following actions may be inspected for noncompliance: q Attendance and Documentation of Time Guidelines: Attendance, promptness, and documentation of work are cornerstones of successful work practices. Students may be clocked out, released for the day, or suspended when they do not comply with guidelines. w Professional Image Standards: Professional image standards were created to provide guidance and direction to students as they develop their professional image and persona. Students may be clocked out and released for the day when they do not meet professional image standards. e Sanitation and Personal Service Procedures: Sanitation and personal service procedures have been established to comply with state laws and to provide a safe and clean service environment. Students may be clocked out and released for the day when they do not follow sanitation and personal service procedures. Communication Guidelines and Professional Conduct: It is the school's responsibility to provide a learning environment that is professional, positive, and conducive to learning. Staff and students all contribute to a mutually respectful learning environment that fosters effective communication and professional conduct. Students who fail to follow communication guidelines and who do not conduct themselves in a respectful and professional manner may experience suspension or termination. t Learning Participation Guidelines: The

learning participation guidelines have been established to provide a creative, fun, interactive, and collaborative learning environment that empowers students to act as “future salon professionals” and committed learners. Positive behavior is required to create a mutually beneficial learning environment for all students. Students who fail to meet the guidelines and create challenges for other students or staff may be released from school, suspended, or terminated.

### **Corrective Action Steps**

Once a student has received five (5) coaching sessions, the student may be suspended from school for five (5) days. Suspended students may only be readmitted to school upon paying the administrative termination fee. If a student receives two (2) more coaching sessions after readmission from a five (5) day suspension, the student’s attendance may be permanently terminated. A student may be terminated without prior coaching sessions for improper and/ or immoral conduct. Refer to the school Future Professional Advisory. When monitoring students for unofficial withdrawals, the school is required to count any days that a student was out of school on suspension as a part of the 14 consecutive days of non-attendance used to determine whether the student will be returning to school. We believe in providing a quality environment with an exceptional educational program. This framework gives everyone the opportunity to enjoy the experience! The entire staff appreciates the students’ respect of these guidelines.

### **POLICIES AND PROCEDURES FOR STUDENTS WITH DISABILITIES**

Accommodation Procedures for Students with Disabilities

Grievance Procedures for Students who have Complaints on the Basis of Disability

Accommodation Procedures for Students with Disabilities

### **Non-Discrimination Policy**

It is the policy of Paul Mitchell The School to comply with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act which are Federal laws that prohibit discrimination on the basis of disability. Paul Mitchell The School does not discriminate on the basis of disability against a qualified person with a disability in regard to application, acceptance, grading, advancement, training, discipline, graduation, or any other aspect related to a student’s participation in a program of Paul Mitchell The School. This applies to all students and applicants for admission to The School. Paul Mitchell The School will provide reasonable accommodations to students with disabilities.

### **Definition of an Individual with a Disability**

An individual with a disability is a person who has a physical or mental impairment which substantially limits one or more major life activities of the individual. These persons are protected by Section 504 of the Rehabilitation Act and the Americans with Disabilities Act (ADA). Individuals with a record of such an impairment and individuals who are regarded as

having such an impairment are also protected by these Federal laws. The definition of “disability” in Section 504 and the ADA should be interpreted to allow for broad coverage. The phrase physical impairment means a physiological disorder or condition, a cosmetic disfigurement, or an anatomical loss, that affects one or more of the following body systems: neurological; musculoskeletal; special sense organs (which would include speech organs that are not respiratory such as vocal cords, soft palate, tongue, etc.); respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine. Examples include, but are not limited to, orthopedic, visual, speech, and hearing impairments, cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, HIV disease (symptomatic or asymptomatic), tuberculosis, drug addiction, and alcoholism. The phrase mental impairment means any mental or psychological disorder, including but not limited to, mental retardation, organic brain syndrome, emotional or mental illness, specific learning disabilities, post-traumatic stress disorder, depression and bi-polar disorder. The phrase substantially limits must be interpreted without regard to the ameliorative effects of mitigating measures, other than ordinary eyeglasses or contact lenses. Mitigating measures are things like medications, prosthetic devices, assistive devices, or learned behavioral or adaptive neurological modifications that an individual may use to eliminate or reduce the effects of an impairment. These measures cannot be considered when determining whether a person has a substantially limiting impairment. An impairment that is episodic or in remission is a disability if, when in an active phase, it would substantially limit a major life activity. For example, a student with bipolar disorder would be covered if, during manic or depressive episodes, the student is substantially limited in a major life activity (e.g., thinking, concentrating, neurological function, or brain function). The phrase major life activities means functions such as caring for one’s self, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working. Major life activities also includes major bodily functions such as functions of the immune system, normal cell growth, and digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

### **The School’s Responsibilities to Students with Disabilities**

The School must provide academic adjustments, auxiliary aids and reasonable accommodations to students with disabilities, that are necessary to ensure students are not denied the benefits of, or excluded from participation in, The School’s program. The School must make modifications to its academic requirements that are necessary to ensure that the requirements do not discriminate against students with disabilities. The School must ensure that it provides physical access to students with disabilities. It is also the responsibility of Paul Mitchell The School to permit students with disabilities to use service dogs on each campus. The person responsible for implementing these responsibilities at Paul Mitchell The School Sherman Oaks Campus is: Julianne Hawks; ADA Compliance Coordinator; 15301 Ventura Blvd., Unit P2, Sherman Oaks, CA 94103; (818) 380-8120; admissions@pmtsshermanoaks.net. When a student

informs a School staff member that the student is disabled, or needs accommodations or assistance due to disability, the staff member will refer the Student to The School's ADA Compliance Coordinator.

### **Procedures for Students and The School**

**Documentation of disability by students** — Students with disabilities who wish to request reasonable accommodations (including academic adjustments, auxiliary aids, or modifications) must contact the ADA Compliance Coordinator named above for their campus. Students must provide documentation of disability from an appropriate professional, which depends on the nature of the disability. For example, a student with a psychological disability should provide documentation from a psychologist, psychiatrist or social worker. This documentation may be the student's existing medical records, or reports created by the student's medical provider or an appropriate professional who conducts an assessment of the student. It may be documentation from the student's past educational records such as reports from teachers or school psychologists, or records that show the student's educational history, disability assessment, and the accommodations the student previously received. It may be records from the state department of rehabilitation or the U.S. Department of Veterans Affairs.

Documentation should be current and relevant, but that does not mean that a recent report or record is needed in all cases. Some disabilities are stable lifelong conditions and historic documentation will be sufficient. Some disabilities are readily apparent and observable and thus little or no documentation will be needed. The documentation of disability is kept at all times in a locked, private file at The School. To protect privacy, direct access to this documentation is by written consent only. The ADA Compliance Coordinator will determine what information needs to be shared with Paul Mitchell The School staff and Learning Leaders, on an "as needed basis," in order to facilitate academic accommodations or other services.

### **Student requests for accommodations and interactive discussion with ADA Compliance Coordinator —**

Students who plan to request accommodations should contact the ADA Compliance Coordinator promptly, so there is time for the Coordinator to review the student's documentation and discuss accommodations with the student before the student begins the class or program for which the accommodation is being requested. When a student contacts the Coordinator, the Coordinator will keep a record of the dates and contacts with the student, including a record of the accommodations requested by the student. Students who have questions about the type of documentation they need to provide should contact the Coordinator to discuss this.

The student and the ADA Compliance Coordinator will discuss how the student's impairment impacts the student, how the student expects the impairment to impact the student in The School's program, the types of accommodations the student has previously received (if any), and the accommodations being requested by the student from The School. The Coordinator

and the student should discuss accommodations needed during all phases of the program (Core, Adaptive and Creative), and for classroom instruction, skills based instruction and skills practice. The documentation (or observation) must show the nature of the student's disability and how it limits a major life activity. The accommodations requested by the student should be related to these limitations. There are no pre-set accommodations for specific disabilities. Instead, the Coordinator and the student must discuss and determine what the student's limitations are, and how they can be accommodated.

**Here are some examples:**

A student with an orthopedic disability may need cushioned floor mats and scheduled times to sit down. These students may also need particular kinds of chairs. •

A student with a learning disability or attention deficit disorder may need extra time to take tests, such as ninety minutes to take a test instead of the sixty minutes allowed to other students. These students may need to take their tests in a location that is quiet and has no distractions, such as an office rather than the classroom. •

A student with a learning disability or psychological disability may need a note taker, a copy of the instructor's notes or presentation, or to use a tape recorder during instruction. •

A student with post-traumatic stress disorder or an anxiety disorder may need to take periodic leaves of absence, or may need to structure their program so that it is scheduled over a longer period of time than usual. These students may need to take breaks in a quiet room during skills practice. •

A student with a hearing impairment may need instructors to use voice amplification systems, or may need the School to provide a sign language interpreter. •

A student with diabetes may need periodic breaks to check his or her blood sugar level.

**Decision about accommodations, and ensuring implementation of accommodations —**

The ADA Compliance Coordinator will decide the accommodations to be provided to the student. The Coordinator will consider any past accommodations that have been effective for the student, and will give primary consideration to the type of accommodation requested by the student. Alternate accommodations may be provided if there is an alternative accommodation that would be equally effective for the student. The Coordinator will make a decision no later than two weeks after the student states the request for an accommodation. If the student does not submit documentation of a disability at the time the student requests an accommodation, the Coordinator will make a decision no later than two weeks after the student provides the documentation. The Coordinator will list the approved accommodations in writing and provide this to the student. The Coordinator will inform the appropriate Learning Leaders and school staff of the accommodations they are responsible for providing to the student, how to provide the accommodations, and when to provide the accommodations. The

Coordinator will keep a written record of these contacts about the student's accommodations. The Coordinator will verify that the accommodations are being implemented for the student through direct observation, report by the student, and/or documentation from The School staff. If the student informs the Coordinator that an accommodation is not being fully implemented, the Coordinator will immediately intervene with relevant staff members to ensure the accommodation is provided to the student.

### **Appeals by Students**

A student may appeal any accommodation decision made by the ADA Compliance Coordinator if the student disagrees with the decision. Here are some examples: A student may appeal the Coordinator's decision to deny a requested accommodation. A student may appeal a decision by the Coordinator to provide an alternate accommodation rather than the specific accommodation requested by a student. A student may appeal a decision by the Coordinator that the student has not presented sufficient documentation to support the requested accommodation. A student may also file an appeal when a school staff member fails to provide an approved accommodation, and the Coordinator has not effectively addressed the situation. When a student wishes to file an appeal, the student must notify Briana Oborn; Director; 15301 Ventura Blvd., Unit P2, Sherman Oaks, CA 91403; (818) 380-8120; [brianao@pmtsshermanoaks.net](mailto:brianao@pmtsshermanoaks.net). The student must explain his/her reasons for disagreeing with the Coordinator's decision, or explain how the student's accommodation is not being implemented, and submit any relevant documentation. Within five calendar days of receiving a student's appeal the Director will meet with the student and the Coordinator to discuss the issues presented by the student's appeal. If appropriate, the Director will also discuss the issues with other School staff members. When a student appeals a decision made by the Coordinator, the Director will determine whether the Coordinator's decision should be revised or remain the same. If the decision is revised, the Director will ensure that the revised decision is implemented. When a student files an appeal on the basis that an approved accommodation is not being implemented, the Director will determine whether the accommodation is being fully implemented, and if it is not, ensure that the accommodation is implemented. The Director will inform the student of the decision in writing no later than fourteen days after receiving the student's appeal.

### **Training and Mediation Responsibilities of the ADA Compliance Coordinator**

The ADA Compliance Coordinator at each campus will deliver disability training sessions for all campus staff members at least once each calendar year. In these training sessions the Coordinator will explain the basic requirements of Section 504 of the Rehabilitation Act and the Americans with Disabilities Act as they apply to The School. The Coordinator will address: The School's responsibility to provide accommodations to students with disabilities; how to appropriately interact with students with particular kinds of disabilities; how to go about implementing accommodations that the Coordinator has approved for students; how to support students with disabilities in The School's programs; that students with disabilities

cannot be penalized for using approved accommodations. The Coordinator will keep a record of each training session. The Coordinator may also provide trainings for students who wish to learn about The School's process for providing accommodations, or about The School's grievance procedures. To help ensure that future campus staff members and students are aware of The School's policies, the Coordinator will make sure that the Accommodations Procedures and the Grievance Procedures are continually posted at the campus.

The Coordinator will assist students with disabilities who have concerns about implementation of their accommodations or their treatment by The School staff members or other students. At the request of a student, the Coordinator will informally mediate or attempt to resolve issues related to the student's disability. If this informal process does not resolve the student's concerns, the student may file a grievance as described in Section II below. w

### **Grievance Procedures for Students who have Complaints on the Basis of Disability**

Paul Mitchell The School is responsible for providing a grievance procedure to students who feel they have been discriminated against on the basis of disability. The grievance procedure provides students the opportunity to file a complaint. The School then has the responsibility to objectively investigate the allegations in the complaint and determine whether the student has been discriminated against. If The School determines that discrimination occurred, The School must take appropriate steps to correct the discrimination and prevent it from reoccurring. Grievance complaints — A student may file a grievance if the student feels he or she has been discriminated against because the student is disabled, or because the student is regarded as being disabled, or because the student has a record of being disabled. A student may also file a grievance if the student feels that he or she has been retaliated against for advocacy based on disability.

#### **Here are some examples of discrimination:**

An instructor or other students refer to the student in a derogatory way related to the student's disability. •

An instructor generally refers to students with particular types of disability in a derogatory way. •

Other students refuse to work with the student because the student is disabled. •

A School staff member refuses to provide a service to the student that the staff member provides to other students. •

A school staff member takes a negative action toward the student after the student asked for accommodations for a disability. •

A guest presenter at The School makes derogatory statements about students with disabilities, or states that students with disabilities can never be employed in the presenter's field. •

A student's request for accommodation was denied by The School, or an instructor did not implement an accommodation for the student that was approved by The School.

A student must file a grievance complaint within 90 days of the date the discriminatory act occurred, or within 90 days of the end of an informal attempt to resolve the complaint, whichever is later. The complaint must be written. In the complaint, the student must describe what happened and the dates the acts took place, and state who was involved. The student should explain why the student believes the acts were taken based on disability. The student should describe or provide copies of any relevant documents or emails, if available. A student may ask the Campus ADA Compliance Coordinator to try and informally resolve the student's complaint before the student files a written complaint. However, the student is not required to try informal resolution before filing a written complaint. The complaint must be sent to Briana Oborn; Director; 15301 Ventura Blvd., Unit P2, Sherman Oaks, CA 91403; (818) 380-8120; [brianao@pmtsshermanoaks.net](mailto:brianao@pmtsshermanoaks.net).

#### **Investigation of the Complaint —**

When the Director receives a written complaint, the Director will immediately begin an objective investigation. The School has the right to contract with an independent investigator to conduct any investigation. Within seven days, the Director will discuss the allegations in the complaint with the student, and obtain any needed additional information from the student. The Director will obtain from the student the names of any persons the student believes will have relevant information. The Director will gather all information necessary to determine what took place. To do so, the Director will interview any School staff members or students who engaged in the actions or may have witnessed the actions that the student is complaining about. The Director will interview persons that the student stated may have relevant information. The Director will gather any relevant documents such as emails, student work or instructor's records. During the investigation, the Director will disclose the complaint, and confidential information about the student, only to the extent necessary to investigate the allegations of the complaint. After reviewing all the evidence gathered, the Director will determine whether the student was treated differently from other students based on disability; or whether the student was harassed based on disability; or whether the student was retaliated against because the student advocated on the basis of disability; or whether the student was denied an accommodation that The School should have provided to the student.

#### **Written Decision —**

The Director will provide the student with a written decision no later than sixty days after the date the student filed the complaint. The decision will state the determination reached by the Director at the conclusion of the investigation, and the reasons the Director reached that determination. If the Director concludes that the student was discriminated against on the basis of disability, the decision will state the types of remedial action that The School has taken or

will take to correct the discrimination. The decision will also state how The School will prevent the discriminatory acts from occurring again.

### **Appeals by Students —**

If the student who filed the complaint disagrees with the decision made by the Director, or disagrees with the remedial action specified, the student may appeal the decision to The School Owner. The appeal must be written and sent to Briana Oborn; Director; 15301 Ventura Blvd., Unit P2, Sherman Oaks, CA 91403; (818) 380-8120; [brianao@pmtsshermanoaks.net](mailto:brianao@pmtsshermanoaks.net). The appeal must state the specific reasons that the student disagrees with the decision. Appeals must be filed no later than thirty days after the student receives the written decision from the Director. The Owner will review all the information provided by the student in the appeal, the decision by the Director, the interview records made by the Director and the documents gathered by the Director. The Owner will issue a written decision to the student within fourteen days after receiving the student's appeal. The Owner will determine whether the decision should be revised or remain the same. If the Owner determines that the decision should be revised, the Owner will ensure that any necessary changes in the remedies are implemented.

### **U.S. Department of Education**

Students or The School staff who have questions or concerns about disability issues may contact the Office for Civil Rights (OCR), U.S. Department of Education. OCR enforces Section 504 of the Rehabilitation Act and the Americans with Disabilities Act as they apply to post-secondary educational institutions.

The OCR National Headquarters is located at:

U.S. Department of Education, Office for Civil Rights Lyndon Baines Johnson Department of Education Bldg 400 Maryland Avenue, SW Washington, DC 20202-1100 Telephone: (800) 421-3481 FAX: (202) 453-6012; TDD: (877) 521-2172 Email: [OCR@ed.gov](mailto:OCR@ed.gov)

OCR has regional offices located throughout the country. To find the office for our state, you can check the OCR website at: <http://wdcrobcop01.ed.gov/CFAPPS/OCR/contactus.cfm>, or call the telephone number above.

### **STUDENT CONSUMER INFORMATION**

Provisions of the Higher Education Amendment of 1976 require that effective July 1, 1977, each postsecondary institution which receives Federal Financial Aid funds must make certain student consumer information available to any enrolled or prospective student who request such information. This section compiled by the Financial Aid office staff attempts to meet the requirements.

The school is approved for and participates in Federal PELL Grants, Subsidized Direct loans, Unsubsidized Direct Loans, and Parent PLUS loans. Such programs help to defray the costs of attending school for those students eligible for financial aid consideration.

Financial aid is any mechanism that reduces out of pocket costs that the students and/or parents must pay to obtain a specific post-secondary education. Put differently, financial aid is monies made available to help students meet the cost of the program. Financial aid includes grants and need and non-need loans.

Need-based financial aid is available to families that demonstrate a financial need for additional resources. The formula below is used to determine how much financial need a student has:

Cost of Attendance – Expected Family Contribution (EFC) = Financial Need

Non-Need is the difference between the cost of education and Financial Need.

Based on these calculations Federal Aid may not cover all the cost of attendance.

All financial aid is awarded to students that qualify meeting the following criteria: q

Citizen or permanent noncitizen alien recipient codes that are eligible are 1- 151, 1-55 1, and 1-94.

Ineligible codes include F-1, F-2, J-1, and J-2, students that are in Federal Loan default, grant over payment, or male students that meet the Selective Service registration criteria, but are not registered.

#### **STUDENT AND EMPLOYEE ANTI-HARASSMENT AND DISCRIMINATION POLICY**

The Paul Mitchell The School is committed to providing a work and school environment free of unlawful harassment or discrimination. In furtherance of this commitment, all students and employees are required to take our mandatory Sexual Harassment and Prevention Training upon starting in school and then in January of each year. School policy prohibits harassment or discrimination based on race, religion, creed, color, national origin, ancestry, sex (including pregnancy, childbirth or related medical conditions), military or veteran status, physical or mental disability, medical condition, marital status, age, sexual orientation, gender, gender identity or expression, genetic information or any other basis protected by the federal, state or local law. Additionally, in accordance with Title IX of the Education Amendments of 1972, the School prohibits discrimination based on sex, which includes sexual harassment and sexual violence, and the School has jurisdiction over Title IX complaints.

The School's anti-harassment policy applies to all persons involved in the operation of the School, and prohibits unlawful harassment by any employee of the School, as well as students, customers, third parties, vendors or anyone who does business with the School. It further extends to prohibit unlawful harassment by or against students. Any employee, student or contract worker who violates this policy will be subject to disciplinary action. To the extent a customer, vendor or other person with whom the School does business engages in unlawful harassment or discrimination, the School will take appropriate corrective action. The grievance procedure will provide that complaints may be filed about discrimination in any academic, educational, extracurricular, athletic or other programs operated or sponsored by, or related

to, the School, whether the programs take place on the campus of a school, during a school-sponsored field trip, or other off-campus events.

As part of the School's commitment to providing a harassment-free working and learning environment, this policy shall be disseminated to the School community through publications, the School website, new employee orientations, student orientations, and other appropriate channels of communication. The School will provide training to key staff members to enable the School to handle any allegations of discrimination and harassment, including sexual harassment or sexual violence, promptly and effectively. The School will respond quickly to all reports, and will take appropriate action to prevent, to correct, and if necessary, to discipline behavior that violates this policy.

### **Definitions**

Sex Discrimination is defined as treating individuals differently on the basis of sex with regard to any aspect of services, benefits, or opportunities the School provides such as: q

Treat a person differently in determining whether he or she satisfies any requirement or condition for the provision of an aid, benefit, or service; w

Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner; e

Deny any person an aid, benefit, or service r

Subject any person to separate or different rules of behavior, sanctions, or other treatment in providing an aid, benefit, or service t

Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees; y

Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

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

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

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

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

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

**Stalking** is behavior in which a person repeatedly engages in conduct directed at a specific person that places that person in reasonable fear of his or her safety or the safety of others. Consent is informed, voluntary and revocable.

**Consent** is an affirmative, unambiguous, and conscious decision by each participant to engage in mutually agreed-upon sexual activity. It must be given without coercion, force, threats or intimidation. Consent must be ongoing throughout a sexual encounter and can be revoked at any time. Once consent is withdrawn, the sexual activity must stop immediately.

### **Prohibited Conduct**

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

1-submission to such conduct is made either explicitly or implicitly a term or condition of an individual's education or employment; ii.

2-submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's education or employment; or iii.

3-it creates a hostile or offensive environment, which means the alleged conduct is sufficiently serious to limit or deny a student's or ability to participate or benefit from the student's education program.

Unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories.

Sexual harassment is conduct based on sex, whether directed towards a person of the opposite or same sex, and may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented “kidding” or “teasing”, practical jokes, jokes about or displays of obscene printed or visual material, questions about sexual fantasies, preferences or history, and physical contact such as patting, pinching, or intentionally brushing against another person’s body.

Gender-based harassment, including acts of verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping are strictly prohibited, even if those acts do not involve conduct of a sexual nature.

### **Complaint/Grievance Procedure**

The following grievance procedures shall be used to address sex discrimination complaints filed by students/employees or complaints filed on their behalf against employees, other students, or third parties.

If you believe that you have experienced or witnessed harassment or sexual violence, notify your Learning Leader, supervisor, the School Owner, or the Title IX Coordinator as soon as possible after the incident. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, student, vendor or other person who does business with the School is exempt from the prohibitions in this policy. Supervisors will refer all harassment complaints to the Title IX Coordinator for student-related complaints and to the School Owner if the complaint involves an employee. In order to facilitate the investigation, your complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. A sex discrimination complaint should be filed within 7 days from the date of the alleged discriminatory incident. All documentation pertaining to the complaint/grievance will be confidential. The complaint/grievance once received will be maintained in the student’s and/or employee’s permanent file, which has limited staff access, this includes verbal complaints. All complaints involving a student will be referred to the campus’s Title IX Coordinator. The Title IX Coordinator is listed below and has the responsibility of overseeing all Title IX complaints and identifying and addressing any patterns or systemic problems that arise during the review of such complaints. The Grievant/Complainant may use the Title IX Grievance Form, but it is not required, to file a Title IX discrimination complaint. Title IX Coordinator: Briana Oborn - School Director 818-380-8120 [brianao@pmtsshermanoaks.net](mailto:brianao@pmtsshermanoaks.net)

The School ensures that its employee(s) designated to serve as Title IX Coordinator(s) have adequate training on what constitutes sexual harassment, including sexual violence, and that they understand how the School’s grievance procedures operate. Because complaints can also be filed with an employee’s supervisor or School Owner, these employees also receive training on the School’s grievance procedures and any other procedures used for investigating reports of sexual harassment.

## Investigation of Complaints

In response to all complaints, the School promises prompt and equitable resolution through a reliable and impartial investigation of complaints, including the opportunity for both parties to present witnesses or other evidence. The time necessary to conduct an investigation will vary based on complexity but will generally be completed within sixty (60) days of receipt of the complaint. If a complainant requests confidentiality, the School will take all reasonable steps to investigate and respond to the complaint consistent with the request. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the School will inform the complainant that its ability to respond may be limited. The preponderance of the evidence standard will apply to investigations, meaning the School will evaluate whether it is more likely than not that the alleged conduct occurred. Both parties will receive written notice of the outcome of the complaint. Written notice will include: i.

1-Whether the School found that the alleged conduct occurred, and whether it constituted discrimination ii.

2-Any individual remedies offered or provided to the complainant or any sanctions imposed on the respondent that directly relate to the complainant iii.

3-Any other steps the School took to eliminate the hostile environment, if the School found one to exist, and prevent recurrence; and iv.

4-Any appeal opportunities

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

If the School determines that unlawful harassment or sexual violence has occurred, immediate appropriate corrective action will be taken in accordance with the circumstances involved, and the School will take steps to prevent the recurrence of any harassment or discrimination. Any employee determined by the School to be responsible for unlawful harassment or discrimination will be subject to appropriate disciplinary action, up to and including termination.

Remedies for student-related claims may include, but are not limited to, an order to stay away, suspension or expulsion.

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

The School should make appropriate referrals to law enforcement. The School will also notify complainants of the right to proceed with a criminal investigation and a Title IX complaint

simultaneously. The School will not wait for the criminal investigation or criminal proceeding to be concluded before beginning its own investigation.

**Retaliation Prohibited** The School prohibits any form of retaliation, intimidation or harassment against any individual who filed or otherwise participated in the filing or investigation of a complaint of discrimination. Any individual who believes he/she has been subjected to retaliation may file a separate complaint under this procedure.

### **Reporting Requirements**

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

### **Additional Information**

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

## **SEXUAL HARASSMENT POLICY**

Paul Mitchell The School Sherman Oaks is committed to maintaining a working and learning environment that provides for fair and equitable treatment, including freedom from sexual harassment. This policy covers anyone who engages in sexual harassment on school property or at school activities. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal and/or physical conduct of a sexual nature, when:

- q Submission to the conduct or communication is either explicitly or implicitly made a term or condition of an individual's employment, work opportunity, education, or other benefit;
- w Submission to or rejection of the conduct or communication is used as a factor for employment decisions or other school-related decisions affecting an individual; and/or
- e Such conduct or communication has the purpose or effect of substantially interfering with an individual's work or school performance or creates an intimidating, hostile, or offensive work or school environment.

Sexual harassment can occur between staff to student, student to staff, student to student, staff to staff, female to male, male to female, female to female, and male to male.

Administration will take prompt, equitable, and remedial action on reports and complaints that come to the attention of school personnel, either formally or informally. Allegations of criminal misconduct will be reported to the appropriate law enforcement agency. Sexual harassment may include but is not limited to:

Verbal harassment or abuse of a sexual nature w Subtle pressure for sexual activity e

Inappropriate or unwelcome touching, patting, or pinching of a sexual nature r Intentional brushing against a student's or an employee's body t

Demanding sexual favors accompanied by implied or overt threats concerning an individual's employment or educational status y

Demanding sexual favors accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status u

Use of sexually or gender-degrading words or comments, verbal or written (e.g., graffiti) i

Display in the school, on school grounds, or at school-sponsored events of sexually suggestive pictures o

Leering of a sexual nature a

Spreading of sexual rumors

Engaging in sexual harassment will result in appropriate discipline or other appropriate sanctions against offending students, staff, or contractors. Anyone else engaging in sexual harassment on school property or at school activities will have their access to school property and activities restricted or revoked, as appropriate.

The school shall respect the confidentiality of the complainant and the individual(s) against whom the complaint is filed as much as possible, consistent with the school's legal obligations and the necessity to investigate the allegations and take disciplinary action when the conduct has occurred.

Retaliation is prohibited against any person who makes a complaint or is a witness under this policy and will result in appropriate disciplinary action against the person responsible for the retaliation. Individuals who knowingly report or corroborate false allegations will be subject to appropriate disciplinary action.

Each staff member is responsible to immediately report alleged discrimination and/or harassment to his/ her supervisor or other appropriate school personnel. Staff members who fail to take prompt action to report allegations or violation(s) of this policy may be subject to disciplinary action up to and including termination.

## **HARASSMENT, INTIMIDATION, BULLYING, AND DISCRIMINATION POLICY**

Paul Mitchell The School Sherman Oaks is committed to maintaining a working and learning environment that provides for fair and equitable treatment, including freedom from bullying, harassment, intimidation, and discrimination of any kind. This policy includes anyone who engages in such behavior on school property, at school activities, or an electronic act through the use of cell phones, computers, personal communication devices, or other electronic gaming devices.

Harassment, intimidation, bullying, and discrimination may take many forms, including verbal aggression and name calling; physical aggression; relational aggression; graphic and written statements, which may include use of cell phones, computers, or gaming systems; and other conduct that may be physically threatening, harmful, or humiliating. Harassment, intimidation, bullying, and discrimination include intent to harm, they are directed at a specific target, and typically involve repeated incidents. Harassment, intimidation, bullying, and discrimination create a hostile environment and will not be tolerated in Paul Mitchell Schools.

Such conduct or communication has the purpose or effect of substantially interfering with an individual's work or school performance and creates an intimidating, hostile, or offensive work or school environment. Harassment, intimidation, bullying and discrimination can interfere and limit a person's ability to participate in or benefit from the services, activities, or opportunities offered by the Paul Mitchell School. Administration will take prompt, equitable, and remedial action on all reports and complaints that come to the attention of school personnel, either formally or informally. Allegations of criminal misconduct will be reported to the appropriate law enforcement agency.

Engaging in harassment, intimidation, bullying or discrimination will result in appropriate discipline or other appropriate sanctions against offending students, staff, or contractors. Anyone engaging in these behaviors on school property or at school activities will have their access to school property and activities restricted or revoked, as appropriate.

The school shall respect the confidentiality of the complainant and the individual(s) against whom the complaint is filed as much as possible, consistent with the school's legal obligations, state laws and policies, and the necessity to investigate the allegations and take disciplinary and/or restorative action to resolve the problem.

Retaliation is prohibited against any person who makes a complaint or who is a witness under this policy and will result in appropriate disciplinary action against the person responsible for the retaliation. Individuals who knowingly report or corroborate false allegations will be subject to appropriate disciplinary and /or restorative action. Each staff member is responsible for immediately reporting alleged harassment, intimidation, bullying or discrimination to his/her supervisor or other appropriate school personnel. Staff members who fail to take prompt action to report allegations or violation(s) of this policy may be subject to disciplinary and/or restorative action up to and including termination.

For a list of state anti-bullying laws and policies please go to: [www.stopbullying.gov](http://www.stopbullying.gov).

## **COPYRIGHT MATERIAL POLICY FOR ZMS THE ACADEMY**

All material in this program is, unless otherwise stated, the property of Paul Mitchell The School Sherman Oaks. Reproduction or retransmission of the materials, in whole or in part, in any manner, without the prior written consent of the copyright holder, is a violation of copyright law.

At Paul Mitchell The School Sherman Oaks we abide by the provisions of the federal Digital Millennium Copyright Act (DMCA), which requires prompt response to claims of copyright infringement by copyright holders or their agents. If the school receives an allegation of copyright infringement based on your use of the school's computers, the matter will be referred to the school director for further investigation. If you are found responsible after meeting with the school director, you are subject to disciplinary action including loss of network access, suspension or termination from school, and/or restitution or community service.

The Internet is an essential tool in everyone's lives for both academic and everyday pursuits. Along with these benefits come responsibilities. One of the most critical is conforming to the copyright laws governing music, movies, games, and software over the Internet. You must have the consent of the copyright holder to make copies.

The consequences of copyright infringement also extend outside of the school. Copyright holders may assess civil liability and even criminal prosecution. Recently, the Recording Industry Association of America (RIAA) has adopted the practice of sending schools pre-litigation settlement letters to be forwarded to individuals offering them "the opportunity to resolve copyright infringement claims against them at a discounted rate." Published reports indicate that the minimum settlement is \$3,000.00 per case.

Another reason to be careful with file-sharing programs is that the installation procedures for most of them enable default open access worldwide to information on your system; thus, the integrity of your computer and personal information can be compromised through illegal file sharing, including making you vulnerable to identity theft. To facilitate student access to legal sources of music and video online, we have listed a couple of sites below:

**iTunes:** This Apple store works with both Windows and Mac operating systems. Currently, over 99% of their song catalog is "unlocked," meaning you can transfer the songs to any device or computer you own.

**eMusic.com:** This site features mostly independent and jazz/blues music. They offer low prices for signing up (up to 45 songs for free), and a good portion of their catalog can be purchased for about \$0.50 to \$0.89/song.

**Netflix.com:** For about \$7.99/month, you can set up an online list of over 20,000 movies that can be streamed directly to your computer.

## **SOCIAL NETWORKING POLICY**

Paul Mitchell School respects the rights of students to use social media during their personal time. Social media includes all forms of publicly accessible communications which include, but are not limited to, written and verbal communications (including podcast and video uploads) and all forms of electronic communication including discussion groups, forums, news groups, e-mail distribution, blog postings, and or social networking sites (such as Facebook, MySpace, Twitter, You Tube, Friendster, etc.) . Students are personally responsible for the content they publish on social networking sites. Students are expected to treat each other with fairness and respect, consistent with the Paul Mitchell Schools culture.

Paul Mitchell Schools does not permit ethnic slurs, personal insults, obscenity, and intimidation, cyber bullying or engaging in conduct that would be unbecoming of a Paul Mitchell Future Professional and misrepresent Paul Mitchell culture. Paul Mitchell Schools reserves the right to request the removal of any posts at its discretion and take necessary disciplinary action as appropriate.

## **REGULATORY AND ACCREDITATION AGENCIES**

The following institutions license and regulate our institution: Bureau for Private Postsecondary Education (BPPE) 2535 Capitol Oaks Drive, Suite 400 Sacramento, CA 95833 (916) 431-6959  
Toll-free: (888) 370-7589

Board of Barbering and Cosmetology (BBC) P.O. Box 944226 Sacramento, CA 94244-2260 (916) 575-7281 Toll-free: (800) 952-5210

National Accrediting Commission of Career Arts & Sciences, Inc. (NACCAS) 4401 Ford Avenue, Suite 1300 Alexandria, VA 22302 (703) 600-7600

Nationally accredited by National Accrediting Commissions of Career Arts & Sciences, Inc (NACCAS). The National Accrediting Commission of Career Arts and Sciences (NACCAS) is recognized by the United States Department of Education as a national accrediting agency for postsecondary school and departments of cosmetology arts and sciences, and massage therapy.

If you are interested in reviewing or receiving a copy of the school's state license/approval or a copy of the school's letter of accreditation, please contact the school director. The Campus Crime Report is provided to the each student prior to enrollment.

The Campus Crime Statistics are updated annually (October).If you are interested in reviewing or receiving a copy of the school's Campus Crime Report, please see the school director and/or the Financial Aid Office.

## GRIEVANCE POLICY

In the event a student has a concern or grievance that cannot be resolved with the student's immediate Learning Leader or Education Leader, the student must file the grievance in written form. The grievance must be submitted within five (5) calendar days of the date the grievance occurred. The grievance may include any supporting documentation.

The grievance will then be referred to the School's Management Team which consists of the School Director, the Education Leader, the Admissions Leader, the Operations Leader, and the Financial Aid Leader. The School's Management Team will receive and attempt to resolve each grievance within fifteen (15) calendar days of receiving the written grievance. If additional information is required, a letter requesting the additional information will be sent to the student. If no further information is needed, the School's Management Team will determine a resolution and notify the student in writing within three (3) calendar days of the steps taken to correct the grievance or an explanation as to why no action was required.

Paul Mitchell The School will maintain records of the grievance and response in accordance with the published record retention policy.

Upon request, the school will provide its annual Campus Security Safety Policy and Fire Safety Report or a prospective student or prospective employee can visit the school's website at:

**[WWW.ZMSACADEMY.COM](http://WWW.ZMSACADEMY.COM)**.

## SCHOOL ADMINISTRATION AS OF SEPTEMBER 2016

Owners: ZMS THE ACADEMY, LLC

Director: Judy Caspe

Operations Leader: Dawn Daniels

Admissions Leaders: Julianne Hawks, Tawnie Aldridge, and Juan Medrano

Financial Aid Administrator: Noemi Perez

Education Leader: Phillip Pechacek