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2017 CATALOG

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This is to certify this catalog as being true and correct in content and policy.

Director signature:

Donna Waite

Donna Waite

Paul Mitchell The School East Bay

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100 Crescent Drive, Suite D, Pleasant Hill, CA 94523, (925) 691-7687

APPROVAL/DISCLOSURE STATEMENT

Paul Mitchell The School East Bay, 100 Crescent Drive, Suite D, Pleasant Hill, CA 94523, 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 April 19, 2011, and is approved to operate until December 18, 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.*

Cosmetology	1600 hours
Barbering	1500 hours

Instruction is in residence with facility occupancy level accommodating 238 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) sets minimum standards for these programs of study: 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 95833, www.bppe.ca.gov, toll-free (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.

All information in the content of this school catalog is current and correct and is so certified as true by Steve, Eidle, Director.

Donna Waite

Signature

Donna Waite Director

The schools catalog can be found on the schools website: <http://paulmitchell.edu/eastbay> and prospective student will also be given a catalog during a tour.

The school catalog is updated annually and as needed.

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 East Bay 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 11,000 square-foot facility includes a student lounge and lockers, client reception and work areas, management offices, private classrooms, workstations, and equipment.

Paul Mitchell The School East Bay provides handicap parking immediately in front of the school, wheelchair access through its main entrance double doors. We have two floors, so we have an elevator for handicap and wheelchair access, along with a private handicap bathroom and public women's and men's bathroom, both equipped for handicap access. All learning areas, classrooms and clinic floor classroom are handicap accessible.

ADMINISTRATION/OWNERSHIP

PMHBW, LLC, dba Paul Mitchell The School East Bay, is an independently owned and operated franchisee of Paul Mitchell Advanced Education, LLC.

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

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 an entry level cosmetologist.***

Barbering: SOC 39.5011.00, CIP Code 12.0402:

The curriculum involves 1500 hours to satisfy California state requirements. The program includes extensive instruction and practical experience in men's cutting, color, texture, men's grooming, customer service, personal appearance and hygiene, personal motivation and development, retail (Take Home) skills, guest record-keeping, and business ethics, sanitation, state laws and regulations, salon-type administration, and job interviewing.

****Students are prepared to be entry-level barbers.***

* 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.

PARKING AND AMENITIES

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

LANGUAGE DISCLOSURE

Paul Mitchell The School East does not recruit ENGLISH AS A SECOND LANGUAGE. As "THE SCHOOL DOES NOT OFFER INSTRUCTION IN ENGLISH AS A SECOND LANGUAGE."

Students must have the ability to read and write English at a level of a graduate of an American high school as demonstrated by the possession of a standard 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 High School Equivalency diploma or official High School Equivalency diploma test scores.

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.

NONDISCRIMINATION

Paul Mitchell The School East Bay, 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, Donna Waite, in person or by calling (925) 691-7687, or by mail at 100 Crescent Drive, Suite D, Pleasant Hill, CA 94523, immediately so appropriate action can be taken.

ADMISSION REQUIREMENTS

Paul Mitchell The School East Bay admits as regular students those who are high school graduates, holders of high school graduation equivalency certificates. Paul Mitchell The School East Bay does not accept ability to benefit (ATB) students at this time, unless a student previously attended our school as an ATB student (grandfathered-in) and is accepted to re-enter the program.

ADMISSION PROCEDURE

- ❶ **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 East Bay.
- ❷ **Submit a Application Fee:** Action will not be taken on admission or any student loan application until an application fee of \$100.00 is received. Please submit the fee in the form of a check or money order, or credit card payable to Paul Mitchell The School East Bay. This fee is not included in the cost of tuition.
- ❸ **Submit Two (2) Photos:** The photos should be a recent head and shoulder shot of the applicant.
- ❹ **Entrance Essay:** The essay should include the applicant's accomplishments and career goals.
- ❺ **Personal Interview:** Applicant must complete a personal interview with the admission's team prior to registration.
- ❻ **Aptitude and Entrance Exam:** Paul Mitchell The School East Bay requires that all Future Professionals complete an Aptitude/Entrance Exam with a minimum of 70%.
- ❼ **Provide Verification Documents:**
 - a. **Identification (*provide only one*):** Copies of a passport, a government-issued identification, a driver's license, or a birth certificate are required.
 - b. **Education (*provide only one*):** Copies of a standard 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, California Certificate of Proficiency or High School Equivalency diploma or official High School Equivalency diploma test scores.

* Please note that a Modified High School Diploma, a Certificate of Completion, or a Certificate of Attainment is not accepted for our Admissions requirements. They are not considered equivalent to a Standard High School Diploma. We are required to verify that your proof of education is from a valid high school or High School equivalency program. If we determine that your diploma or High School Equivalency diploma 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 certified translator. ***It is the students 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.

Paul Mitchell The School East Bay does not recruit students who are already enrolled in a similar program at another institution.

If you have a disability and need an academic adjustment, please notify the admissions office 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 East Bay does not require a student to have immunizations / vaccinations to enroll in our school. A copy of the school's ADA Policy and Request for Accommodations form may be found on the school's website or from the school's Admissions Leader.

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 (SAP) evaluation periods are based on actual contracted hours at the institution. *Please refer to the school Transfer policy for additional information.*

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.

REENTRY STUDENTS

- ❶ Outstanding tuition, fee, and overtime expenses must be paid in advance or the student must make satisfactory arrangements with the Financial Aid Leader.
- ❷ Previous tuition payments will be credited to the student's balance.
- ❸ 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.
- ❹ 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 East Bay 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 East Bay 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 cosmetology students and 600 for barbering students who transfer from another school; cosmetology transfer students must attend a minimum of 400 hours and barbering transfer students must attend a minimum of 1100 hours at Paul Mitchell The School East Bay, to obtain the Paul Mitchell culture and educational program. If transferring from another Paul Mitchell The School school all transfer hours will be accepted. 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 East Bay prior to enrollment.

The cost for cosmetology transfer students is \$13.50 per hour attended at Paul Mitchell The School East Bay; this does not include the cost of a complete and current Paul Mitchell student kit.

The cost for barbering transfer students is \$13.50 per hour attended at Paul Mitchell The School East Bay; this does not include the cost of a complete and current Paul Mitchell student kit.

**Students that have their California cosmetology license or have completed the 1600 hours in cosmetology and would like to enroll in the barbering program a minimum of 1300 hours will be accepted and students will need to complete a minimum of 200 hours in barbering and the cost will be \$13.50 per hour.*

**Students that have their California barbering license or have completed 1500 hours in barbering and would like to enroll in the cosmetology program a minimum of 1300 hours will be accepted and students will need to complete a minimum of 300 hours in cosmetology and the cost will be \$13.50 per hour.*

Please note that students transferring to another school may not be able to transfer all the hours they earned at Paul Mitchell The School East Bay; the number of transferable hours depends on the policy of the receiving school.

Paul Mitchell The School East Bay will collect official post secondary transcripts from all VA students.

Paul Mitchell The School East Bay does not award credits for prior experiential learning.

Paul Mitchell The School East Bay has not entered into an articulation or transfer agreement with any other college or university.

In extraordinary circumstances, the school may allow a student to transfer in more hours from a non-Paul Mitchell School, if the student is enrolling from a school that has suddenly closed without notice. In these instances, the school will evaluate the prospective student and credit them with the number of hours related to their course knowledge.

NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION

The transferability of credits you earn at Paul Mitchell The School East Bay is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the certificate you earn in our cosmetology program is also at the complete discretion of the institution to which you may seek to transfer. If the certificate you earn at this institution is not accepted at the institution to which you seek to transfer, you may be required to repeat some or all of your coursework at that institution. For this reason you should make certain that your attendance at this institution will meet your educational goals. This may include contacting an institution to which you may seek to transfer after attending Paul Mitchell The School East Bay 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 East Bay. You may be required to repeat some or all of your coursework, if Paul Mitchell The School East Bay does not accept some or all of your credits. For this reason you should speak to Paul Mitchell The School East Bay’s 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 East Bay 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 students or 1100 hours for barbering students must meet the following requirements to submit a pre-application:

- ① **Clinic Worksheets:** The worksheets must be current and up to date
- ② **Theory Hours:** The student must have completed at a minimum 120 theory hours for cosmetology and 110 theory hours for barbering.
- ③ **Theory Exam:** All Theory exams require a 70% grade and must be up to date
- ④ **State Board Exam:** The student must have passed two state board exams with a 70% grade
- ⑤ **Service Tracking Form:** The student must complete a minimum of 75% of all practical requirements
- ⑥ **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 or 1100 hours for barbering.

If, at the 1200 hours or 1100 hours 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 East Bay 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:

- ① Complete a cosmetology course in a school approved by the California State Board of Barbering & Cosmetology
- ② Submit an application and required fee
- ③ Have a least a 10th grade education or its equivalent and is at least 17 years of age
- ④ Must receive a passing score on both the practical demonstration and written test

ENROLLMENT INFORMATION

- ① **Enrollment periods:** Paul Mitchell The School East Bay usually begins a new cosmetology and barbering class about every eight (8) weeks, depending upon space availability. Please refer to the Tuition and Registration Schedule supplement or contact Paul Mitchell The School East Bay for exact starting dates.
- ② **Holidays and school closures:** Paul Mitchell The School East Bay 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. These dates are determined according to the calendar each year. Additional holidays may be added to the schedule at the discretion of school administration. The school is open for business unless there is a declared State of Emergency. Unexpected closures will be posted on email or social media.
- ③ **Enrollment contract:** Paul Mitchell The School East Bay 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.
- ④ **Payment schedule:** Paul Mitchell The School East Bay offers a variety of monthly financial payment schedules. See Paul Mitchell The School East Bay's Admissions Leader or Financial Aid Leader for details.

EDUCATION GOALS

Paul Mitchell The School East Bay 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:

- ① To educate students to be professional, knowledgeable, and skilled in their field for marketability within the industry.
- ② To maintain an updated program that provides students with the knowledge to compete in their field of study.
- ③ To promote the continuing educational growth of our faculty and students, using current teaching methods and techniques.
- ④ To teach courtesy and professionalism as the foundation for a successful career in their chosen field of study.
- ⑤ To prepare students to successfully pass the state licensing exam for entry-level employment.
- ⑥ To train and graduate students while empowering them to become confident and excited to enter a successful career within the salon and beauty industry.

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:

- ① 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
- ② 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:
 - ① You are not a California resident, or are not enrolled in a residency program, or
 - ② 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:

- ① The school closed before the course of instruction was completed.
- ② 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.
- ③ 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.
- ④ 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.
- ⑤ 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 East Bay collects the STRF fee of \$0.00 from cosmetology students and \$0.00 from barbering students and remits it to the BPPE.

LATE PAYMENTS

If a student fails to make a scheduled tuition payment, the student may be suspended until payment is received. If a student does not make their payment and does not return back to school within 14 calendar days of their suspension they will be terminated. Also, if a student consistently fails to make scheduled payments, the student may be terminated from the program.

Note: There will be a late payment fee of \$25.00 for any payments that are late over 10 calendar days.

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.

TUITION – Cosmetology

Tuition	\$19,840.00
Application Fee (<i>nonrefundable</i>)	100.00
Student Tuition Recovery Fund (STRF) (<i>nonrefundable</i>)	0.00
Kit, Equipment, Textbook, Supplies (<i>nonrefundable</i>)	<u>3,401.55</u>
TOTAL COSTS	\$23,341.55

TUITION – Barbering

Tuition	\$18,600.00
Application Fee (<i>nonrefundable</i>)	100.00
Student Tuition Recovery Fund (STRF) (<i>nonrefundable</i>)	0.00
Kit, Equipment, Textbook, Supplies (<i>nonrefundable</i>)	<u>1,835.53</u>
TOTAL COSTS	\$20,535.53

** Once a kit has been signed for and taken possession of by the student, its fee becomes non-refundable.*

Please contact the school's Financial Aid Leader for payment options. The school accepts check or money order or credit card 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 does not participate in any state financial aid programs

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.

COSMETOLOGY TOTAL CHARGES FOR THE CURRENT PERIOD OF ATTENDANCE \$ 23,341.55

ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM \$23,341.55

TOTAL CHARGES DUE UPON ENROLLMENT \$100.00

BARBERING TOTAL CHARGES FOR THE CURRENT PERIOD OF ATTENDANCE \$ 20,535.53

ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM \$20,535.53

TOTAL CHARGES DUE UPON ENROLLMENT \$100.00

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.

2017 CLASS START DATES

Cosmetology	
5-DAY SCHOOL (Tuesday-Saturday):	January 10, April 11, October 3
3-DAY SCHOOL (Wednesay-Friday):	February 22, July 12, September 6, November 29
3-DAY SCHOOL (Monday, Tuesday, Saturday):	May 27, August 26, November 4
NIGHT SCHOOL:	February 20, July 10, October 23

Barbering	
5-DAY SCHOOL (Tuesday-Saturday):	<i>Please see the Admissions Leader for specific start dates</i>
3-DAY SCHOOL (Wednesay-Friday):	<i>Please see the Admissions Leader for specific start dates</i>
3-DAY SCHOOL (Monday, Tuesday, Saturday):	<i>Please see the Admissions Leader for specific start dates</i>
NIGHT SCHOOL:	<i>Please see the Admissions Leader for specific start dates</i>

Class will be held at Paul Mitchell The School East Bay located at 100 Crescent Drive, Suite D, Pleasant Hill, CA 94523

CONSTITUTION DAY

Paul Mitchell The School East Bay celebrates Constitution Day on or near September 17 of each year. For more information visit 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.

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 30 days, at which time the items become the property of Paul Mitchell The School East Bay.

Students wishing to transfer to another institution must pay all monies owed to Paul Mitchell The School East Bay, and all applicable academic requirements must be met in order for the hours to be released.

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*

The student can access the library materials from an instructor.

TERMINATION POLICY

Paul Mitchell The School East Bay 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.

COSMETOLOGY COURSE OVERVIEW

Course Hours: 1600 clock hours

The course is divided into pre-clinical classroom instruction and clinical service learning experiences.

- ① **Pre-clinical Classroom Instruction:** The first 210 hours are devoted to classroom workshops where students learn design principles, technical information, and professional practices.
- ② **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 East Bay for the cosmetology program will be divided into seven designations:

- ① **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.
- ② **Protégé Learning Experience:** Your experience as a Protégé produces a smooth transition from Core student to Adaptive student. You spend 175 hours as a Protégé preparing you for the clinic classroom experience.
- ③ **Clinic Classroom Learning Experience:** Your clinic classroom time from 385 to 1600 hours will be guided with individual attention and group learning experiences using mini-classes, monthly worksheets, and periodic evaluations developed specifically for this monitoring progress. This is when you begin experiencing your clinic classroom education on paying clients in the clinic classroom area.
- ④ **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 an instructor in the field who conducts the different specialty classes once a week; Classroom Learning Experiences may also include retail, motivation, self improvement, professional development, and attendance education which may be conducted by an instructor, non-licensed staff member or guest artist.
- ⑤ **Adaptive Curriculum:** From 280 to 800 hours you will enter a new phase of specialty classroom workshops coupled with challenging practical services designed to continue building you into a confident beauty industry designer.
- ⑥ **Creative Curriculum:** You will spend your last 800 hours at Paul Mitchell The School East Bay 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.
- ⑦ **Business Fundamentals:** This self-guided course provides an in-depth overview of the salon business world with proven systems and strategies to build a successful career in the field of cosmetology. This highly interactive, digital course is designed to give future professionals the tools and techniques they need to develop business skills, build a clientele, grow their individual business and achieve their dreams.

BARBERING COURSE OVERVIEW

Course Hours: 1500 clock hours

The course is divided into pre-clinical classroom instruction and clinical service learning experiences.

- ① **Pre-clinical Classroom Instruction:** The first 210 hours are devoted to classroom workshops where students learn design principles, technical information, and professional practices.
- ② **Clinic Classroom Learning Experience:** The remaining 1290 hours are spent in the clinic floor area where practical experience is gained.

BARBERING COURSE OUTLINE

Your time at Paul Mitchell The School Temecula for the barbering program will be divided into six designations:

- ① **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, color, permanent waving, and chemical texture services.
- ② **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 for the clinic classroom.
- ③ **Clinic Floor Learning Experience:** Your clinic floor time from 280 to 1500 hours will be guided with individual attention and group learning experiences using workshops, monthly worksheets, and periodic exams developed specifically for monitoring progress. This is when you begin working on paying service guests in the clinic classroom.
- ④ **Classroom Learning Experience:** Your classroom time from 280 to 1500 hours is divided into four (4) areas: cutting, color, texture, and men's grooming. Each area has a Skill Specialist in the field who conducts the different specialty classes once a week; these may include guest artists, retail (Take Home), motivation, self-improvement, nail artistry, makeup, etc.
- ⑤ **Adaptive Curriculum:** From 280 to 750 hours, you will enter a new phase of specialty classroom workshops coupled with challenging practical services designed to continue building your skills as a future beauty industry professional.
- ⑥ **Creative Curriculum:** You will spend your last 750 hours in Paul Mitchell The School Temecula in "high gear" by dressing, acting, and working like a true beauty industry 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.

STATE OF CALIFORNIA REQUIREMENTS

Cosmetology

The instructional program of Paul Mitchell the School East Bay meets or exceeds these requirements:

Subject	Theory Hours	Practical Application
Milady Theory	160	0
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 East Bay 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.

Barbering

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

Subject	Theory Hours	Practical Application
Milady Theory*	150	0
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 Stree Relief Treatment	0	50
Scalp Treatment and Manipulation	0	10
Technical Instruction and Practical Training Shaving (200 hours)		
Shaving Preparation and Performance (Shaves and Facials)	100	40
Technical Instruction 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	25	0

In addition to the state requirements listed above, Paul Mitchell The School Temecula provides additional training in the areas of communication skills, professional ethics, salesmanship, decorum, record-keeping, and guest service record cards. No additional hours will be required to complete the additional training, and these additional courses 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 1500 hours 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:

- ① **Weekly theory exams:** Students must receive a grade of 70% or higher on each weekly theory exam.
- ② **210-hour Core written and practical evaluation test:** Students must receive a grade of 70% or higher. If a student fails to pass this evaluation test on their second attempt they may be asked to withdraw and re-enroll in the next Core class start date.
- ③ **Final exam 1 (approximately 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.
- ④ **Final exam 2 (approximately 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.
- ⑤ **Monthly clinic practical worksheets:** Students must complete monthly clinic practical worksheets.

BARBERING PROGRAM TESTING AND GRADING PROCEDURE

The following exams and grading procedures are incorporated during the student's 1500-hour course:

- ① **Weekly theory exams:** Students must receive a grade of 70% or higher on each weekly theory exam.
- ② **210-hour Core written and practical skill evaluation exams:** Students must receive a grade of 70% or higher. If a student fails to pass these exams on their second attempt they may be asked to withdraw and re-enroll in the next Core class start date.
- ③ **Final exam 1 (800-hour written exam):** This exam 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.
- ④ **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.
- ⑤ **Monthly clinic floor practical worksheets:** Students must complete all monthly clinic floor practical worksheets.

MEASURABLE PERFORMANCE OBJECTIVES

- ① Complete the required number of clock hours of training.
- ② Achieve and receive passing grades on all practical graduation requirements and projects, including practical and theoretical examinations.
- ③ Satisfactorily pass final written and practical exams.
- ④ Upon completion, receive a graduation certificate.
- ⑤ 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:

- 1 Protect clients' clothing by appropriately draping them.
- 2 Ask clients to remove any jewelry, hair accessories, glasses, etc.
- 3 Keep any and all chemicals away from the eyes. In case of eye contact with chemicals, thoroughly rinse eyes with cold water.
- 4 Wear gloves when dealing with chemicals.
- 5 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 the beauty industry should:

- 1 Develop finger dexterity and a sense of form and artistry.
- 2 Enjoy dealing with the public.
- 3 Keep aware of the latest fashions and beauty techniques.
- 4 Make a strong commitment to your education.
- 5 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

- 1 **Housing:** Paul Mitchell The School East Bay 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 2 miles of the school. The cost of housing is between \$1,300.00 to \$2, 200.00 per month.

- 2 **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 East Bay also gives advice and information to students on these subjects:
 - a. Regulations governing licensure to practice, including reciprocity among jurisdictions.
 - b. Employment opportunities, within their field of study.
 - c. Opportunities for continuing education following graduation.

GRADUATION REQUIREMENTS IN COURSES

- ① Receive the required number of clock hours of training.
- ② Complete graduation map worksheet requirements.
- ③ For a student to meet state requirements, all monthly clinic practical worksheets must be completed in it's entirety.
- ④ Complete Final Phase worksheet.
- ⑤ Satisfactorily pass final written and practical exams.
- ⑥ Complete the required Milady theory hours and pass all written Milady theory exams.
- ⑦ Pay all tuition cost or make satisfactory arrangements for payment of all debts owed to the school.
- ⑧ Upon graduation the student will receive a certificate of completion.

Paul Mitchell The School East Bay 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 East Bay will not release the student's official transcript until all graduation requirements are met.

A student who withdraws will receive a certified transcript, which will include the number of hours for which the school has been compensated. The school will not release hours 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 East Bay does not guarantee employment upon graduation, Paul Mitchell The School East Bay does maintain an aggressive job placement program and will inform students of job openings and opportunities. Paul Mitchell The School East Bay 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 East Bay has placed students in the beauty industry as Hair Stylists, Makeup Artists, Nail Technician, Beauty Industry Educator, Salon Owners or Managers, Platform Artist, and Beauty Industry Instructor.

Employment and Career Opportunities for Cosmetology:

● Salon Hairstylist	● Hospital Hair-Care Service	● Cosmetology School Owner
● Free-lance Hairstylist	● Salesperson/Retail Specialist	● Manufacturer's Representative
● Salon Owner/Manager	● Makeup Artist	● State Board Examiner
● Hair Color Specialist	● Stage and Film Makeup Artist	● State Board Inspector
● Artificial Hair Services Specialist	● Beauty and Fashion Consultant	● Trade Publication Writer
● Platform Artist	● Photo Stylist	
● Cruise Ship Stylist	● Cosmetology School Instructor	

Employment and Career Opportunities for Barbering:

● Salon Barber	● Hospital Hair-Care Service	● Barbering School Owner
● Free-lance Barber	● Salesperson/Retail Specialist	● Manufacturer's Representative
● Salon Owner/Manager	● Photo Stylist	● State Board Examiner
● Hair Color Specialist	● Stage and Film Makeup Artist	● State Board Inspector
● Barbering School Instructor	● Cruise Ship Barber	● Trade Publication Writer
● Platform Artist		

Students can refer to the Department of Labor website <http://www.bls.gov> for additional information regarding employment opportunities and availability.

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:

COMBS	TOOLS	STUDENT EDUCATION MATERIALS
1 Black Metal Tail, 429 1 Black Rat Tail, 814 1 Detangler Comb 1 Metal Pick Teasing, 109 1 Red Cutting Comb, 416 1 Teal Cutting, 424 1 White Comb, 408	1 Paul Mitchell Classic Razor 1 Marcel Iron 3/4" 1 Express Ion Smooth + 1 Express Ion Dry + 1 Andis Clipper & Trimmer 1 Scissor Kit, 6.0" Texturizer, 5.5 with Case 1 Tripod 1 Manicure Set	1 Swatch Book / Product Knowledge Book 1 Cutting System App 1 Color System App 1 Makeup App 1 Be Nice (Or Else!) Book (e-book) 1 Connecting to My Future Book 1 The Skill Cards 1 Men's Cutting System DVD 1 Pocket Guide Swatch Book 1 iPad 32 GB 1 Business Fundamentals Kit 1 Notability App
BRUSHES 1 Paddle 427 1 Styling 407 1 Sculpting 413 1 Scalp 1 Express Ion Round -Large 1 Express Ion Round - Small	ACCESSORIES 2 Female Mannequin Heads 1 Water Bottle Sprayer 10 Metal Clips 1 All Purpose Cape 1 Cutting Cape 1 Rolling Metal Case 1 Mac Makeup Kit 1 Repechage Facial Kit 1 Nail Alliance Kit 1 Tammy Taylor Mani-Pedi Kit 2 MS Anna Doll Heads 1 Black Messenger Bag 1 Future Professional Makeup Academy	

Textbooks listed below are included in the Paul Mitchell Kit at a discounted price to the student. For veterans or eligible person, the cost of the "Textbook and Supplies" may not be paid by the VA; the Veteran or eligible person will be responsible for payment.

TEXTBOOKS
1 MindTap Cosmetology Milady's Standard Cosmetology 13th Edition 4 terms (24 months) Instant Access; ISBN-10: 1-305-63201-X and ISBN-13: 978-1-305-63201-1 \$230.89

STUDENT KIT — Barbering

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 barbering kit:

COMBS	ACCESSORIES	STUDENT EDUCATION MATERIALS
1 Paul Mitchell Black Metal Tail, 429	1 Paul Mitchell Metal Clips (pack 10)	1 Cutting App
1 Paul Mitchell Black Rat Tail, 814	1 Paul Mitchell Water Bottle	1 Men's Cutting System DVD
1 Paul Mitchell Clipper Comb, 318	1 Paul Mitchell Rolling Metal Case	1 Color App
1 Paul Mitchell Taper Comb, 818	1 Paul Mitchell Neck Duster	1 The Skill Cards
1 Paul Mitchell Red Cutting Comb, 416	1 Paul Mitchell Bamboo Barber Brush	1 Paul Mitchell Product Guide Workbook
1 Paul Mitchell Teal Carving, 424		1 Connecting to My Future Book
1 Paul Mitchell White Comb, 408	TOOLS	1 Be Nice (Or Else!) Book
1 Paul Mitchell Detangler Comb	1 Andis Clipper & Trimmer (set packed into bag)	1 Plugged In membership (while enrolled)
BRUSHES	6 Mannequin Heads	1 Master Audio Club subscription (while enrolled)
1 Paul Mitchell Paddle Plastic 427	1 Male Mannequin with Beard	1 The Color Paper Swatch Chart
1 Paul Mitchell Scalp Brush	1 Express Ion Dry +(Plus) North America 125V	1 PM Shines Paper Swatch Chart
1 Paul Mitchell Sculpting Plastic 413	1 Paul Mitchell Barber Razor	1 Blonding Brochure
1 Paul Mitchell Styling Plastic 407	1 Paul Mitchell Scissor Case	1 Shines XG Paper Swatch Chart
1 Paul Mitchell Express Ion Round -Large	1 Paul Mitchell 6.0" Scissors (R/L)	1 Apple Ipad mini
1 Paul Mitchell Express Ion Round - Small	1 Paul Mitchell 5.5" Scissors (R/L)	1 Business Fundamentals Course
CAPES	1 Paul Mitchell 6.0" Texturizer (R/L)	
1 Paul Mitchell All Purpose Cape	1 Paul Mitchell Tripod	
1 Paul Mitchell Cutting Cape	MISCELLANEOUS	
	1 T-Shirt	

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

TEXTBOOKS
1 <i>Milady's Standard Barbering 6th Ed.</i> , MindTap, ISBN-13: 9781305664005, \$255.95
1 <i>Milady's Standard Barbering 6th Ed., Online Licensing Preparation (1 year)</i> , ISBN-13: 9781305100930, \$36.95

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.

- ① Title IV federal financial aid funds are awarded under the assumption that a student will remain in classroom attendance for the entire period for which funds were awarded. If a financial aid recipient withdraws from school after beginning attendance, the amount of Title IV grant or loan assistance earned by the student must be determined. The school is required to calculate the amount of Federal Title IV funds to be returned for a student who has withdrawn from all classes. If a student receives SFA (Student Financial Aid) in the form of loans and/or grants, withdraws from school after beginning attendance, the amount of SFA grant or loan assistance earned by the student must be determined.
- ② 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.
- ③ 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.
- ④ 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.
- ⑤ 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).
- ⑥ 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.
- ⑦ 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.
- ⑧ 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.
- ⑨ Title IV funds will be returned to the United States Department of Education 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.

Refunds to Title IV programs will be made in the following order:

- ① Federal Unsubsidized Stafford Loan
- ② Federal Subsidized Stafford Loan
- ③ Federal PLUS Loan
- ④ Federal Pell Grant

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

- ① 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, through attendance of the first day of class 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 through attendance of the first day of class or the seventh (7) calendar day of signing the enrollment contract is entitled to a refund of all monies paid to the school less an application fee of \$100.00.
 - 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 East Bay, 100 Crescent Drive, Suite D, Pleasant Hill, CA 94523*, 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.
- ② You have the right to cancel your enrollment contract and obtain a refund of charges paid through attendance of the first day of class or the seventh (7) calendar day of signing the enrollment contract, 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.
- ③ 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.
- ④ 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.
- ⑤ 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.
- ⑥ Monies paid for supplies and equipment are nonrefundable through attendance of the first day of class or the seventh (7) calendar day of signing the enrollment contract, whichever is later.
- ⑦ 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.
- ⑧ If a course and/or program is cancelled and ceases to offer instruction after the student has enrolled and instruction has begun, the school shall either provide a full refund of all monies paid or provide completion of the course and/or program.
- ⑨ A student's account may be sent to collections for nonpayment.
- ⑩ 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.

- ⑪ A student is entitled to a refund of moneys not paid from federal student aid program funds.
- ⑫ A student' on a leave of absence date of withdrawal determination shall be the earlier of the scheduled date of return from the leave of absence or the date the student notifies the school that the student will not be returning.

Students are responsible for the amount owed. If a student obtains a student loan, he/she is responsible for repaying the loan amount, plus interest, less the amount of any refund. The institution shall also provide a pro rata refund of nonfederal student financial aid program monies paid for institutional charges to students who have completed 60 percent or less of the period of attendance.

If you are eligible for a loan guaranteed by the federal or state government and you default on the loan, both of the following may occur:

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

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.

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

Step 2: Subtract Registration/Application fee not to exceed \$250.00. The school does not charge a registration fee the student is only charged an application fee of \$100.00.

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	27% of Scheduled hours completed in program
\$19,840.00	\$5,356.80

$\$19,840.00 \times 27\% = \$5,356.80$ amount of tuition the school is entitled to retain

Below is an example of a pro rata refund for the barbering program:

The amount listed is the amount a school may retain based on the percentage of *SCHEDULED hours* completed in the program.

Tuition amount	27% of Scheduled hours completed in program
\$18,600.00	\$5,022.00

$\$19,840.00 \times 27\% = \$5,356.80$ amount of tuition the school is entitled to retain

Paul Mitchell The School East Bay 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 an application fee, if applicable, within 45 days following your withdrawal, you are only obligated to pay only for educational services rendered. 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 45 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 East Bay 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. 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:

- ❶ Ten days before the beginning of the payment period, the school could have disbursed FSA funds to the student; and
- ❷ 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.

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.

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)).

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.* A leave of absence will extend the student's contract period and maximum time frame by the same number of days taken in the leave of absence.

QUANTITATIVE AND QUALITATIVE FACTORS

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

- ① A minimum cumulative Theory grade level of 70% or higher.
- ② A minimum cumulative academic level of 70% or higher on practical worksheet completion.*
- ③ 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.
- ④ 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 or Monday through Friday), 35 hours per week, from 9:00 AM to 4:30 PM; three (3) days (Wednesday through Friday), 30 hours per week, from 8:00 AM to 6:30 PM. or three (3) days (Saturday, Monday and Tuesday), 30 hours per week, from 8:00 AM to 6:30 PM Part-time night school students attend five (5) days (Monday through Friday), 25 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 5-day student, 53.33 weeks for full-time 3-day student, and 64 weeks for a part-time student.

The state of California requires 1500 clock hours for the barbering 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 42.86 weeks for a full-time student, 50 weeks for full-time 3-day student, and 60 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 (5-Day)	45.71 Weeks	57.14 Weeks
Cosmetology – Full Time (3-Day) Wednesday through Friday	53.33 Weeks	66.66 Weeks
Cosmetology – Full Time (3-Day) Saturday, Monday, and Tuesday	53.33 Weeks	66.66 Weeks
Cosmetology – Part Time	64 Weeks	80 Weeks
Barbering – Full Time (5-Day)	42.86 Weeks	53.58 Weeks
Barbering – Full Time (3-Day)	50 Weeks	62.5 Weeks
Barbering – Part Time	75 Weeks	93.75 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 any student enrolled 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. For students with a disability that appeal, the student's disability will be considered as a factor towards maintaining Satisfactory Academic Progress.

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 take a leave of absence or withdraw and reenroll when ready to return. If a student needs more than 14 consecutive calendar days of time off due to pregnancy/new mother, and/or military duty then the student should take a leave of absence. 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

A Leave of Absence (LOA) is a temporary interruption in a student's program of study. LOA refers to the specific time period during an ongoing program when a student is not in academic attendance. Leaves of Absence will be granted in the case of pregnancy or new mothers. A leave of absence will be permitted with a letter from the student's doctor. If a student is called into active duty for the military the school will grant a leave of absence. These are the only times leave of absences are granted.

A leave of absence will extend the student's contract period and maximum time frame by the same number of days taken in the leave of absence.

In order to be placed on Leave of Absence, the student must:

- ① Complete and sign the school's Leave of Absence Request Form
- ② Be approved by the School's Future Professional Advisor and Financial Aid Leader.
- ③ Must be in Satisfactory Progress.
- ④ Leaves must be a minimum of 14 days and must not exceed a total of 180 days in a 12-month period.

Student's may not arbitrarily decide to "take" a leave of absence.

There will be no additional charges for a LOA. If the student fails to return or contact the School Financial Aid Leader on the documented return date, the Student will be considered to have withdrawn from school as of that date the student began the LOA. The withdrawal date for the purpose of calculating a refund is always the student's last day of attendance.

For federal aid recipients, the student's payment period is suspended during the LOA and no federal financial aid will be disbursed to student while on a Leave of Absence. Upon the student's return, the student will resume the same payment period and coursework and will not be eligible for additional Title IV aid until the payment period has been completed. If the student is a Title IV loan recipient, the student will be informed of the effects that the student's failure to return from a leave may have on the student's loan repayment terms, including the expiration of the student's grace period. A contract addendum will be completed upon return from the LOA to extend the contract end date by the applicable number of days.

In order to grant a Leave of Absence there must be the expectation that the student will be returning to school.

A student who is granted a LOA that meets these criteria is not considered to have withdrawn and no refund calculation is required at that time.

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* and barbering students reach 450, 900, and 1200 *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:

- ① Examinations are given in all subjects.
- ② 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 student's 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.

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 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 ineligible 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, a student's disability, 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.

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:

- ❶ Review their education records,
- ❷ Seek to amend inaccurate information in their records, and
- ❸ Provide consent for the disclosure of their records.

Students (or parents / guardians of a dependent minor) are guaranteed access to their school records, with a staff member present, within 30 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 before the school may disclose personally identifiable information from the student's education records. The written consent must:

- ❶ State the purpose of the disclosure,
- ❷ Specify the records that may be disclosed,
- ❸ Identify the party or class of parties to whom the disclosure may be made, and
- ❹ 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, without needing the student's consent.

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 under contract to the Department to perform certain administrative functions or studies.

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's 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 East Bay 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.

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.

The 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 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

Paul Mitchell The School East Bay 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. *The student may contact the schools Financial Aid Leader or Director for copies of their educational or financial records.*

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

Paul Mitchell The School East Bay is accredited by the National Accrediting Commission of Career Arts and Sciences (NACCAS) and recognized by the U.S. Department of Education. Each agency requires schools to provide important information regarding outcome rates in the areas of completion, placement, and licensure; however, each agency requires that we provide outcome rates differently. NACCAS requires schools to list the outcome rates for the main campus and all additional campuses as a whole. In this case, there are no additional campuses. If you have any questions regarding our outcome rates, please see our Admissions Team for assistance.

Paul Mitchell The School combined performance statistics for the calendar year 2015:

Graduation	Placement	Licensure
68.79%	64.81%	100%

NACCAS' 2015 Annual Report is derived from a single cohort of students – those scheduled to graduate in 2015. NACCAS' graduation, placement and licensure definitions are described below:

Graduation: Based on all students scheduled to graduate from the program in 2015. The scheduled graduation date is a student's most recent contract end date (i.e., the contract end date after all leaves of absence, schedule changes and re-enrollments have been accounted for). A student may count as a graduate if they have completed all applicable graduation requirements at the institution.

Licensure: Based on graduates from the graduation cohort who sat for all parts of their required licensure exam prior to November 30, 2016. A student in the licensure cohort may count as a "pass" if they pass all required portions of the examination prior to November 30, 2016.

Placement: Based on graduates from the graduation cohort who are eligible for placement. A student may count as placed if they are employed in a field for which their training prepared them prior to November 30, 2016. Students may be excluded from the calculation if they fall into one of the categories listed. In 2015, the school excluded the following number of students* based on each of the following categories:

- 1 The graduate is deceased 0
- 2 The graduate is permanently disabled 0
- 3 The graduate is deployed for military service/duty 0
- 4 The graduate studied under a student visa and is ineligible for employment in the U.S. 0
- 5 The graduate continued his/her education at an institution under the same ownership (e.g., a graduate of your cosmetology program subsequently enrolled in the instructor program of an institution under the same ownership) 0

Total Excluded 0

*If fewer than ten students were excluded for any one category, the disclosure will only include the total of all excluded students if that total is at least ten. If the calculation excluded fewer than a total of ten students the institution will state that it excluded students on the basis of each condition, and note that the number of total exclusions were fewer than 10 and therefore cannot be disclosed.

BUREAU FOR PRIVATE POSTSECONDARY EDUCATION RATES

Paul Mitchell The School East Bay Cosmetology performance statistics for the calendar year 2015:

Completion	Placement	Licensure
66.26%	N/A	N/A

Completion rates are based on the number of students who began the program who are scheduled to complete the program within 100% of the published program length within the reporting calendar year, and excludes all the students who cancelled during the cancellation period.

Because of the change in the Bureau's reporting regulations, which became effective on July 14, 2016, this institution was not required to collect the data for its 2015 and prior graduates."

PROGRAM INTEGRITY

Paul Mitchell The School East Bay is accredited by NACCAS 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 full time **cosmetology 5-day and 3-day** program:

Placement rate	On-time graduation rate	Median Loan Debt
64.81%	N/A	2013–2014 N/A 2014–2015 N/A

For the most recent annual reporting period, the school shows the following data for the part time **cosmetology** program:

Placement rate	On-time graduation rate	Median Loan Debt
64.81%	N/A	2013–2014 N/A 2014–2015 N/A

* *N/A Fewer than 10 students complete the program within normal time.*

On-time completion is deemed by the U.S. Department of Education is the amount of time necessary for a student to complete all requirements for a degree or certificate according to the institution's catalog within the normal completion time. When a student completes their graduation requirements, including all theory and practical assignments, and the required number of clock hours contracted outside of the normal time to complete the program, that student is considered to have graduated on-time. If a student delays their graduation for any reason—such as family responsibilities, day care issues, and other life events—and that causes them to graduate after their outside of the normal time to complete the program, they are not considered an on-time graduate. Please note that our graduation rates that are provided in the school catalog are based on how many students started the program and how many completed within the reporting period.

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/eastbay>.

STUDENTS RIGHT-TO-KNOW - COMBINED DEPARTMENT OF EDUCATION RATES (IPEDS)

Graduation
62%

Paul Mitchell The School East Bay must prepare the completion and graduation rate of its certificate- or degree-seeking, first-time, full-time undergraduate students each 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.

STUDENT PROFESSIONAL DEVELOPMENT GUIDELINES

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

Attendance and Documentation of Time

- ❶ 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. In order to ensure proper clock hours are credited, full-time students are required to clock in/out 4 times a day: when they arrive to 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 to 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.
- ❷ The school is open from 9:00 AM to 4:30 PM for 5-day students, 8:00 AM to 6:30 PM for 3-day students, and 5:00 PM to 10:00 PM for night students.
- ❸ All courses require continuous attendance.
- ❹ The prescribed attendance schedule must be maintained each week. Alternate schedules are available to those students who qualify.
- ❺ Night students may not miss Mondays and Fridays; 5-day Monday through Friday students may not miss Mondays; 5-day Tuesday through Saturday students may not miss Saturdays, and 3-day students may not miss Fridays.
- ❻ 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.
- ❼ During the enrollment contract period, the student is allowed to miss 160 hours (cosmetology) and 150 hours (barbering) 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 \$13.50 for each hour completed after the contract ending date. The student may use the 160 (cosmetology) and 150 (barbering) 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.
- ❽ 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 8:30 AM; night students must call in by 1:30 PM.
- ❾ Students must request time off from school from the Education Leader.

- ⑩ Students are required to be in attendance seven (7) hours per day, 35 hours per week for the full-time schedule; ten (10) hours per day, 30 hours per week for a full-time 3-day schedule; five (5) hours per day, 25 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.
- ⑪ 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
10 or 7 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

- ⑫ 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.
- ⑬ Students may not clock in or out for another student; doing so will be grounds for immediate termination.
- ⑭ 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.

Professional Image: A professional image is a requirement for successful participation in school. Students must maintain the following professional dress code:

- ① Core and Phase One students must wear all black.
- ② A minimal amount of gold/silver rhinestones is acceptable on black tops and leggings.
- ③ Clothing must be professional, clean and free of stains and tears.
- ④ A minimal amount of sheer fabric on tops is acceptable; undergarments must be completely covered.
- ⑤ Shoes must be black including shoes soles and laces, professional, closed-toed, heel covered, and comfortable for all students.
- ⑥ Hair must be clean and styled prior to arriving at school. Only styled Ponytails are acceptable.
- ⑦ Cosmetics must be applied prior to arriving at school, using trend-appropriate makeup techniques.
- ⑧ Short skirts must fall at 2 inches above the knee if worn with out tights.
- ⑨ The following is a list of unacceptable dress:
 - Colored non leather tennis shoes, gym shoes, foot thongs, Crocs, Uggs, beach sandals, crochet shoes, or slippers
 - Shoes with colored rhinestones
 - Jeans or clothing made of jeans material
 - Tanks, sleeveless shirts, cap sleeves, crop tops, or off-the-shoulder tops
 - Sweatpants and sweatshirts
 - Printed T-shirts other than those with a PAUL MITCHELL Logo; acceptable T-shirts must be clean and professional, and you must dress them up
 - Hats, visors, bandanas, caps, or beanies
 - Shorts, biking shorts, skorts, spandex, or rompers.
 - Hooded sweatshirts (this included PMTS hoodies), jackets, or tops
 - See through, thin, exposing leggings
- ⑩ Students who fail to comply with the professional dress code will be asked to leave and return with appropriate attire.
- ⑪ Phase Two students must keep with all the above requirements for dress code, with the privilege of wearing any combination of white and black only on their articles of clothes, shoes must remain all black as stated above. All other requirements are as stated above.

Barbering Professional Image:

All barber Future Professionals (and Learning Leaders) must adhere to the following dress code:

- ① Must wear all black, to include a button-down shirt
- ② Straight tie or bow tie in black, gray, yellow, or red only
- ③ Accessories may include belt, arm-garter, suspenders, socks, or shoes that must be black, gray, yellow, or red only
- ④ Barber smocks are optional, in black only
- ⑤ Fedoras, flat, or ascot caps may be worn
- ⑤ The following is a list of unacceptable dress:
 - a. Baseball hats, caps or beanies, tennis shoes, gym shoes, foot thongs, Crocs, or beach sandals

Female barbers are required to wear the above dress code, which can include a skirt or dress.

- a. Tights or leggings must be worn with skirts or dresses that fall above the knees.

Sanitation and Personal Services

- ① Students must keep workstations and classroom areas clean, sanitary, and clutter free at all times.
- ② Students must clean their stations, including the floor, after each service.
- ③ Hair must be swept up immediately after a service is completed, before blow drying.
- ④ Workstations must be cleaned at the end of the day, prior to clocking out for the day.
- ⑤ 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. If a service guest comes in and the service desk personnel needs the student giving the personal service or the student receiving it to take care of the guest, then the students must reschedule their personal service and complete the assigned service guest appointment.
 - e. 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

- ① Visitors are allowed in the reception area only. Visitors are not allowed in the classrooms, student lounge, or clinic floor area.
- ② 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.
- ③ Cell phones are not permitted in the school.
- ④ Students may not visit with another student who is servicing a client.
- ⑤ Students may not gather around the reception desk, reception area, or offices.
- ⑥ Food, drinks, and water bottles are allowed only in the lunchroom.
- ⑦ Paul Mitchell The School East Bay is a smoke-free campus.
- ⑧ Stealing or taking school or another's personal property is unacceptable.

Learning Participation Guidelines

- ① Peer teaching and tutoring are encouraged. Taking credit for another's work or cheating during exams is unacceptable.
- ② Students will be expected to maintain an average of 70% on all theory tests and assignments.
- ③ Students may not be released from required theory class to take a client.
- ④ Only desk personnel may schedule or change client service appointments.
- ⑤ All services must be checked and the service ticket initialed by an instructor.
- ⑥ Students are expected to be continuously working on school-related projects, assignments, reading, or test preparation during school hours.
- ⑦ Students will receive clock hours during the times they fully participate in their learning experience.
- ⑧ 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
- ⑨ Students must comply with school personnel and instructor's assignments and requests as required by the curriculum and student guidelines and rules.
- ⑩ 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.
- ⑪ 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 East Bay is not responsible for any lost or stolen articles.
- ⑫ Parking is allowed in assigned parking areas only or cars may be towed at the owner's expense.
- ⑬ All worksheets are due the end of each month by 5:00 PM for 5-day students; 6:30 PM for 3-day students, and 10:00 PM for night students.
- ⑭ 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, as long he/she completes the worksheet.
- ⑮ No personal service may be performed by students while on the Back on Track list.
- ⑯ Theory: Students will not be allowed in Theory once the door is closed. The student will not receive theory credit or clock hours during this time. If a student chooses to leave Theory class for any reason he/she will not be allowed to return to Theory. If there's a transition period during Theory, a student will be allowed to enter to receive credit for the remaining scheduled time in Theory.

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:

- ❶ **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.
- ❷ **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.
- ❸ **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.
- ❹ **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.
- ❺ **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. 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

- ❶ **Accommodation Procedures for Students with Disabilities**
- ❷ **Grievance Procedures for Students who have Complaints on the Basis of Disability**

❶ **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 East Bay Campus is: Ryan Bedoya; ADA Compliance Coordinator; 100 Crescent Drive, Suite D, Pleasant Hill, CA 94523; (925) 691-7687 x 1006; ryanb@temecula.paulmitchell.edu.

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. The documentation submitted must be within the last 12 months, if older than 12 months the student must provide current documentation from the appropriate professional.

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.

After accommodations have been approved for a student, the Coordinator will make an appointment with the student for a time when the student's program is expected to change. The purpose of the appointment is to determine whether the student's accommodations should be changed when the student's program phase changes, or the type of instruction changes.

Additional factors — The School is not obligated to provide accommodations that would result in a fundamental alteration of The School’s program. In this case, the Coordinator will promptly search for an equally effective alternate accommodation for the student that would not fundamentally alter the program. The Coordinator will offer the alternate accommodation to the student.

The School is not obligated to provide accommodations that would result in an undue financial or administrative burden on The School. If the Coordinator decides that a requested accommodation might impose such a burden, the Coordinator will discuss the issue with The School owner, who will take into account the overall financial resources of The School. The School owner will make the final decision, in accord with the requirements of Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. If The School owner determines that the requested accommodation would be an undue burden, the Coordinator will promptly search for an equally effective alternate accommodation for the student and offer the alternate accommodation 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 Donna Waite; Director; 100 Crescent Drive, Suite D, Pleasant Hill, CA 94523; (925) 691-7687; donnamwaite@gmail.com. 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.

② 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 Donna Waite; Director; 100 Crescent Drive, Suite D, Pleasant Hill, CA 94523; (925) 691-7687; donnamwaite@gmail.com.

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 Donna Waite; Director; 100 Crescent Drive, Suite D, Pleasant Hill, CA 94523; (925) 691-7687; donnamwaite@gmail.com. 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

OCR has regional offices located throughout the country. To find the office for our state, you can check the OCR website at: <http://wdcrobcolp01.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 post-secondary 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 who qualify based on the following:

- ❶ Criteria making a student ELIGIBLE includes citizen or permanent non-citizen alien recipient codes 1-151, 1-551, and 1-94.
- ❷ Criteria making a student INELIGIBLE includes codes F-1, F-2, J-1, J-2; students who are in federal loan default; students who receive grant overpayments; or male students who meet Selective Service registration criteria, but are not registered.

STUDENT AND EMPLOYEE ANTI-HARASSMENT AND DISCRIMINATION POLICY

Paul Mitchell The School East Bay 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, Paul Mitchell The School East Bay prohibits discrimination based on sex, which includes sexual harassment and sexual violence, and Paul Mitchell The School East Bay has jurisdiction over Title IX complaints.

Paul Mitchell The School East Bay's anti-harassment policy applies to all persons involved in the operation of Paul Mitchell The School East Bay, and prohibits unlawful harassment by any employee of Paul Mitchell The School East Bay, as well as students, customers, third parties, vendors or anyone who does business with Paul Mitchell The School East Bay. 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 Paul Mitchell The School East Bay does business engages in unlawful harassment or discrimination, Paul Mitchell The School East Bay 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, Paul Mitchell The School East Bay, 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 Paul Mitchell The School East Bay's commitment to providing a harassment-free working and learning environment, this policy shall be disseminated to Paul Mitchell The School East Bay community through publications, Paul Mitchell The School East Bay website, new employee orientations, student orientations, and other appropriate channels of communication. Paul Mitchell The School East Bay will provide training to key staff members to enable Paul Mitchell The School East Bay to handle any allegations of discrimination and harassment, including sexual harassment or sexual violence, promptly and effectively. Paul Mitchell The School East Bay 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 Paul Mitchell The School East Bay provides such as:

- ① Treat a person differently in determining whether he or she satisfies any requirement or condition for the provision of an aid, benefit, or service;
- ② Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;
- ③ Deny any person an aid, benefit, or service
- ④ Subject any person to separate or different rules of behavior, sanctions, or other treatment in providing an aid, benefit, or service
- ⑤ 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;
- ⑥ 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, color 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;
- 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
- 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, sex 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, Paul Mitchell The School East Bay 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 Paul Mitchell The School East Bay 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 Paul Mitchell The School East Bay 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 180 days from the date of the alleged discriminatory incident. Upon receiving any report of discrimination, including harassment, regardless of the filing date or when the school receives notice, the school will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the student, and on others, if appropriate. 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: Donna Waite- Director 27536 Ynez Rd., Suite E1 Temecula, CA 92591 donnamwaite@gmail.com 951-694-4323	School Owner: (for complaints involving employees) Bill Waite 27536 Ynez Rd., Suite E1 Temecula, CA 92591 wlw@wlwmgmt.com 951-694-4323
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Paul Mitchell The School East Bay 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 Paul Mitchell The School East Bay's grievance procedures operate. Because complaints can also be filed with the School Owner, these employees also receive training on Paul Mitchell The School East Bay's grievance procedures.

Investigation of Complaints

In response to all complaints, Paul Mitchell The School East Bay 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, Paul Mitchell The School East Bay 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, Paul Mitchell The School East Bay will inform the complainant that its ability to respond may be limited.

The preponderance of the evidence standard will apply to investigations, meaning Paul Mitchell The School East Bay 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 within 60 days of receipt of complaint. Written notice will include:

- ① Whether Paul Mitchell The School East Bay found that the alleged conduct occurred, and whether it constituted discrimination.
- ② Any individual remedies offered or provided to the complainant or any sanctions imposed on the respondent that directly relate to the complainant. The respondent's version will not include individual remedies offered or provided to the complainant unless the remedy directly involves the respondent.
- ③ Any other steps Paul Mitchell The School East Bay took to eliminate the hostile environment, if Paul Mitchell The School East Bay found one to exist, and prevent recurrence.

During the investigation, Paul Mitchell The School East Bay will provide interim measures, as necessary, to protect the safety and wellbeing of students and/or employees involved. Examples of temporary and permanent measures to protect the complainant as necessary are:

- ① No contact order
- ② Change academic situations as appropriate with minimum burden on the complainant
- ③ Counseling
- ④ Health and mental services
- ⑤ Escort services
- ⑥ Academic support
- ⑦ Retake a program or withdraw without penalty

If Paul Mitchell The School East Bay determines that unlawful harassment or sexual violence has occurred, immediate appropriate corrective action will be taken in accordance with the circumstances involved, and Paul Mitchell The School East Bay will take steps to prevent the recurrence of any harassment or discrimination. Any employee determined by Paul Mitchell The School East Bay 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 Paul Mitchell The School East Bay's disciplinary process. To the extent that an employee or contract worker is not satisfied with Paul Mitchell The School East Bay's handling of a harassment or or she may also contact the appropriate state or federal enforcement agency for legal relief.

In California, employees may notify the Department of Fair Employment and Housing by consulting the government agency listings in the telephone book or online at www.dfeh.ca.gov. The Department of Fair Employment and Housing will, in appropriate cases, prepare and investigate complaints of harassment or discrimination; after a hearing, the Fair Employment and Housing Commission may award damages to individuals actually injured as a result of such conduct, as well as other remedies.

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

Paul Mitchell The School East Bay will not wait for the criminal investigation or criminal proceeding to be concluded before beginning its own investigation.

Retaliation Prohibited

Paul Mitchell The School East Bay 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. Paul Mitchell The School East Bay 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. Paul Mitchell The School East Bay reserves the right to notify parents/guardians of dependent students regarding any health or safety risk, or a change in student status.

Additional Information

Paul Mitchell The School East Bay does not allow conflicts of interest (real or perceived) by those handling the procedures. The school does maintain all documentation of any proceeding. The school will inform the students at regular intervals of the status of the investigation. The school will disallow evidence of past relationships.

Employees should contact Paul Mitchell The School East Bay 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 discrimination, including 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 East Bay 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:

- 1 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;
- 2 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
- 3 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:

- 1 Verbal harassment or abuse of a sexual nature
- 2 Subtle pressure for sexual activity
- 3 Inappropriate or unwelcome touching, patting, or pinching of a sexual nature
- 4 Intentional brushing against a student's or an employee's body
- 5 Demanding sexual favors accompanied by implied or overt threats concerning an individual's employment or educational status
- 6 Demanding sexual favors accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status
- 7 Use of sexually or gender-degrading words or comments, verbal or written (e.g., graffiti)
- 8 Display in the school, on school grounds, or at school-sponsored events of sexually suggestive pictures
- 9 Leering of a sexual nature
- 10 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 East Bay 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.

COPYRIGHT MATERIAL POLICY FOR PAUL MITCHELL THE SCHOOL

All material in this program is, unless otherwise stated, the property of Paul Mitchell The School East Bay. 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 East Bay 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:

- 1 **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.
- 2 **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.
- 3 **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.

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.

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)

3015 Colvin Street
Alexandria, VA 22314
(703) 600-7600

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

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 concern in written form. The complaint will then be referred to the school's Management Team, which consists of the Director, the Admissions Leader, the Operation Leaders, the Financial Aid Leader, and the Night School Education Leader. The team will receive and attempt to resolve each complaint or concern within 21 days of receiving the written complaint. If more information is needed, a letter requesting the additional information will be sent to the student. If no further information is needed, the team will determine a resolution and notify the student in writing within 15 calendar days of the steps taken to correct the concern or an explanation as to why no action was required. The school will maintain records of the complaint and response in accordance with the published record retention policy. Students will not be subject to adverse actions by any school official as a result of initiating a complaint.

Students should follow the above process; however, the student may, at any time, file a complaint with the school's accrediting agency, or the U.S. Department of Education.

Students will not be subject to retribution upon filing a complaint.

Students may refer unresolved grievances to:

Bureau for Private Postsecondary Education (BPPE)

2535 Capitol Oaks Drive, Suite 400
Sacramento, CA 95833
(916) 431-6959
Toll-free: (888) 370-7589
website: www.bppe.ca.gov

Board of Barbering and Cosmetology (BBC)

P.O. Box 944226
Sacramento, CA 94244-2260
(916) 575-7281
Toll-free: (800) 952-5210
website: barbercosmo.ca.gov

SCHOOL ADMINISTRATION AS OF AUGUST 2017

Service Desk Coordinators: Samantha Arbuckle, Lucina Nogueta, Kathryn Peleki

Owners: PMHBW, LLC

Director/Operations Leader: Donna Waite

Director's Assistant: Lara Nelson

Service Desk Leader: Lysie Cates

Admissions Leaders: Ashley Arata and Natasha Mielke

Financial Aid Leader: Beverly Bui, Fen Reyes, and Cybele Lerman

Education Leader: Dan Delu and Lara Nelson

Education Leaders Assistant: Stormy Roper

Future Professional Advisor: Melissa Serpa and Zuri Ferrusquia

Service Desk Coordinators: Samantha Arbuckle, Lucina Nogueta, Kathryn Peleki

Staff Faculty:

Learning Leaders:

Dan Delu: Education Leader full-time

Licensed Cosmetologist -Cosmetology License # KK533712

Paul Mitchell the school East Bay – Cosmetology Certificate

Dan has worked for Paul Mitchell Since 2007, originally working at the Service Desk. After completing his 1600 hours at our own East Bay Campus, he specialized as a Colorist at the trendy San Francisco salon, Oso and Miggs. Rejoining the team as a Learning Leader, Dan's passion for education took him to teach Core, Protégé, Phase Two until he became Education Leader with a focus on our Clinic Classroom.

Lara Nelson: Education Leader full-time

Licensed Cosmetologist - Cosmetology License #KK533702

Paul Mitchell the school Temecula – Cosmetology Certificate

Lara has worked for Paul Mitchell Schools for over 4 years as Service Desk Coordinator, Theory & Final Phase Specialist, Makeup & Nail Specialist, and Future Professional Advisor for the Cosmetology Program. Prior to her work with Paul Mitchell Schools, she worked for 1 year with iCandy Nails as a stylist doing hair extensions, haircutting, makeup with a focus in nail artistry. As Education Leader she uses her passion for our industry to help not only our Future Professionals, but also our Learning Leaders and Specialists grow in their roles.

Stormy Roper: Education Assistant part-time

Licensed Cosmetologist - Cosmetology License #KK534041

Paul Mitchell the school East Bay – Cosmetology Certificate

Stormy has worked for Paul Mitchell The School East Bay for over 4 years, holding nearly every Specialty at one time or another including; Color, Cutting, State Board, Phase Two and her longest role as Texture Specialist. Before returning to work at the school, Stormy has worked part time at The Beauty Lounge in Brentwood where she continues to see her clientele. She currently assists in guiding the Education team to master their roles as Specialists.

George Horton: Phase Two Specialist full-time
Licensed Cosmetologist - Cosmetology License #KK404838
Riverside Community College – Cosmetology Certificate

George has been a hairstylist for over 15 years and a Paul Mitchell Educator for over 4. He has filled the role as Phase Two Specialist during most of his tenure at the school but has also held the position of Cutting Specialist. Before moving up to Northern California, George worked at Kromatic Salon in Temecula, California for many years.

Pegah Eslami: Clinic Classroom Learning Leader part-time
Licensed Cosmetologist - Cosmetology License #KK562504
Paul Mitchell the school East Bay – Cosmetology Certificate

Pegah started her career as a Learning Leader at Paul Mitchell San Jose, after working at the San Jose Campus, Pegah came back to the school that she received her education and joined the East Bay team. She currently is the also behind the chair and is the acting salon manager at the Marilyn Monroe Salon in Lafayette, California.

Serena Andersen: Make Up Specialist full-time
Licensed Cosmetologist - Cosmetology License #KK544104
Paul Mitchell the school East Bay – Cosmetology Certificate

Serena got her start at the Marsha Tobias Salon in Walnut Creek, California, where she still works behind the chair as a hairstylist. Her passion for Make Up is unparalleled, on top of her role as Make Up Specialist, Serena also is the Head of the Future Professional Make Up Academy, an additional Make Up Program within the school.

Enga Norton: Clinic Classroom Learning Leader full-time
Licensed Cosmetologist - Cosmetology License # KK529822
Paul Mitchell the school East Bay – Cosmetology Certificate

Enga has been with Paul Mitchell the school East bay for over 3 years, with a focus on the Clinic Classroom. Enga worked at JCP Salon in Pleasanton for over 2 years, before bringing her passion to education to Paul Mitchell the School East Bay.

Kori Henley: Clinic Classroom Learning Leader part-time
Licensed Cosmetologist -Cosmetology License #KK501650
Paul Mitchell the school East Bay – Cosmetology Certificate

Teaching with Paul Mitchell The School East bay for over 5 years, Kori has been a mainstay of the Clinic Classroom. Not only a skilled instructor, Kori has 9 years of salon experience, that she continues to balance with her time at the school.

Caelyn Armijo: Core Specialist full-time
Licensed Cosmetologist - Cosmetology License # KK541255
Paul Mitchell the school East Bay – Cosmetology Certificate

Originally starting at the Service Desk, Caelyn quickly mastered one roll after the other including, Clinic Floor Leader, Make Up Specialist, until finding her home in Core. During her 4 years at Paul Mitchell the School East Bay, Caelyn has taught so many Future Professionals during their first experiences with Cosmetology.

Lisa Oliveira: Skin and Make Up Specialist, full-time
Licensed Cosmetologist - Cosmetology License # KK564564
Paul Mitchell the school East Bay – Cosmetology Certificate

Lisa has worked in the industry for nearly 5 years. Coming to Paul Mitchell The School East Bay from her time at Benefit, Lisa drives her passion of hair along with her love for skin, waxing and make up. Lisa has taught Theory, and currently is the Skin Specialist, and Future Professional Make Up Academy Specialist.

Jennifer “Vandy” Vanderbilt: Core Specialist full-time
Licensed Cosmetologist - Cosmetology License # KK520101
Paul Mitchell the school East Bay – Cosmetology Certificate

Vandy has been in the salon since 2010, during her time as a stylist, she has worked in not only California, but also the West Coast of Australia. She returned home to Paul Mitchell The School East Bay as a Learning Leader summer of 2016. Her passion in Core fuels the Future Professionals to take their first steps into Cosmetology.

Saccia Livingston: Nail Specialist, Worksheet Specialist full-time
Licensed Cosmetologist - Cosmetology License # KK574402
Paul Mitchell the school East Bay – Cosmetology Certificate

Saccia brings her experience from being a freelance nail technician for 3 years based in Los Angeles, and Berkeley. Paired with her 2 years hairstyling experience at Studio Elevations in Berkeley. Saccia skillfully instructs the Future Professionals in the art of nails.

Brandon Fereria: Color Specialist, Phase Two Specialist, full-time
Licensed Cosmetologist - Cosmetology License # KK557264
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Working as a hairstylist at The Beauty Lounge in Brentwood since 2013, Brandon now balances his time between the salon and filling his dual roles as Night School Phase 2 Specialist and Color Specialist.

Megan Marsh: Core Specialist full-time
Licensed Cosmetologist - Cosmetology License # KK529281
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Megan has worked as a Clinic Floor Learning Leader for over 2 years before moving into Core to start the journey of our Future Professionals in the start of their education. Prior to working at Paul Mitchell The School East Bay, Megan owned her own salon in San Jose area before returning to her passion for education.

Chelsea Chapple: Core Specialist full-time
Licensed Cosmetologist - Cosmetology License # KK578276
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Chelsea recently returned home from her time as a hairstylist down in San Diego, California at Salon 1532. She is now sharing her passion for hair with the Future Professionals, while still working behind the chair at Studio Nine Two Five.

Barbering Learning Leader

Fernie Andong is a graduate of Paul Mitchell The School Costa Mesa. As a Learning Leader, he enjoys both cutting and color and is all about learning the systems, mixing old techniques with new, and coaching Future Professionals through their educational journey. He has been involved in national shows, intensive company trainings, photo shoots, charity events, and fashion productions in Los Angeles. He currently teaches Core in the barbering program and maintains a current California cosmetology license.