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January 1, 2021 — December 31, 2021

WE ARE PAUL MITCHELL SCHOOLS

DATE OF PUBLICATION: JANUARY 25, 2021

This is to certify this catalog as being true and correct in content and policy.
School Director signature:

Rosemary Safavi

Paul Mitchell The School Modesto

3100 McHenry Avenue

Modesto, CA 95350

(209) 577-0644

ADMISSIONS@MODESTO.PAULMITCHELL.EDU

modesto.paulmitchell.edu

All prospective students receive a catalog prior to enrollment.

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3100 McHenry Avenue, Modesto, CA 95350

APPROVAL/DISCLOSURE STATEMENT

Paul Mitchell The School Modesto, 3100 McHenry Avenue Modesto, CA 95350, is a private institution that is approved to operate by the California Bureau for Private Postsecondary Education. Approval to operate means the institution is compliant with the minimum standards contained in the California Private Postsecondary Education Act of 2009 (as amended) and Division 7.5 of Title 5 of the California Code of Regulations. The school is approved to operate until May 31, 2025. *For more information, contact the Bureau for Private Postsecondary Education (BPPE) at 1747 N. Market Blvd. Suite 225, Sacramento, CA 95834, www.bppe.ca.gov, toll-free telephone (888) 370-7589, or by fax (916) 263-1897, or visit its Web site at www.bppe.ca.gov.*

Cosmetologist	1600 hours
Barbering	1500 hours
Esthetician	600 hours
Manicuring	600 hours

Instruction is in residence with facility occupancy level accommodating 300 students at any one time.

California statute requires that a student who successfully completes a course of study be awarded an appropriate diploma or certificate verifying the fact.

As a prospective student, you are encouraged to review this catalog prior to signing an enrollment agreement. You are also encouraged to review the School’s Performance Fact Sheet, which must be provided to you prior to signing an enrollment agreement. This school is currently approved to participate in approved sponsored programs, government or otherwise, to provide grants and/or loans to pay for portions of tuition and fees.

The Board of Barbering and Cosmetologist (BBC) set minimum standards for these programs of study: Cosmetologist, Barbering, Esthetician, and Manicuring Programs. 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 1747 N. Market Blvd. Suite 225, Sacramento, CA 95834, www.bppe.ca.gov, toll-free telephone (888) 370-7589, or by fax (916) 263-1897.

A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by phone at (916) 574-8900 or toll-free (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 Rosemary Safavi-Owner.

Signature _____
Rosemary Safavi - Owner

MISSION STATEMENT

At **Paul Mitchell The School Modesto**, our 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 promote and recognize the principles of fairness, equity, inclusion, anti-discrimination, and social justice. Our culture is about celebrating diversity, bringing out the best in people and situations, changing lives, making a difference, giving back, healing the planet, and healing ourselves. We also provide a solid educational foundation to empower our team members in the pursuit of excellence. We strongly believe that when people come first, success will follow.

SCHOOL FACILITIES

The cosmetologist, barbering, manicuring and esthetician course at **Paul Mitchell The School Modesto** offers the challenge of a very stimulating and rewarding career. The School is fully equipped to meet all of the demands of modern hair designing and skin therapy, providing a high-tech atmosphere and a model for progressive personal development. The 20,000 square-foot facility includes a student lounge and lockers, client reception and work areas, management offices, and private classrooms and workstations.

THE ADMINISTRATION/OWNERSHIP

H.R. Global, Inc., dba **Paul Mitchell The School Modesto**, is an independently owned and operated franchisee of Paul Mitchell Advanced Education, LLC.

SCHOOL FACULTY

Under the controlling direction of prestigious designers, **Paul Mitchell The School Modesto** staff, you will receive a quality education in the exciting and changing industry of hair design, skin care, or manicuring. Our Learning Leaders maintain a cosmetologist, barbering, esthetician or manicuring license, and are highly successful professionals who continue to work in salons and spas as their own time permits.



COURSE DESCRIPTIONS (All courses are taught in English)

"THE SCHOOL DOES NOT OFFER INSTRUCTION IN "ENGLISH AS A SECOND LANGUAGE."

Cosmetologist: Standard Occupational Classification (SOC) 39-5012.00, Classification of Instructional Program (CIP) 12.401

The curriculum involves 1600 hours necessary to satisfy California State licensing requirements. All courses are taught in English. The course of study includes extensive instruction and practical experience in cutting, hair coloring, perming, customer service, personal appearance & hygiene, personal motivation & development, retail skills, client record keeping, business ethics, as well as sanitation, California state laws & 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, hair coloring, perming, men's grooming, customer service, personal appearance and hygiene, personal motivation and development, retail skills, client record keeping, and business ethics, as well as sanitation, state laws and regulations, salon-type administration, and job interviewing.

**Students are prepared to be an entry level barbering.*

Esthetician: SOC 39-5094.00, CIP 12.0409

The curriculum involves 600 hours necessary to satisfy California State requirements. All courses are taught in English. The course of study includes extensive instruction and practical experience in facials, hair removal, makeup application, customer service, personal appearance & hygiene, personal motivation & development, retail skills, client record keeping, business ethics, as well as sanitation, California state laws & regulations, salon-type administration, and job interviewing.

**Students are prepared to be an entry level esthetician.*

Manicuring: SOC 39-5092.00, CIP 12.0410

The curriculum involves 400 hours necessary to satisfy California State requirements. All courses are taught in English. The course of study includes extensive instruction and practical experience in manicures, pedicures, massage, customer service, personal appearance & hygiene, personal motivation & development, retail skills, client record keeping, business ethics, as well as sanitation, California state laws & regulations, salon-type administration, and job interviewing.

The state of California requires 400 hours of education to become a licensed manicurist; however, our institution is approved to offer a 600 hour manicuring course. Within the 200 additional hours 100 hours will be added to the CORE part of our curriculum this will ensure that you receive all the manicuring principles, technical information and professional practices. The remaining 100 hours will be added to the CREATIVE phase which is the final phase of the program that focuses on state board, challenging practical services, clinic floor, and reinforcing the core skills, making sure you are confident to pass there state board licensing test and leaving with all the job ready skills

**Students are prepared to be an entry level manicurist.*

** 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

Students must abide by local (city and/or landlord) parking rules, which are announced during orientation. **Paul Mitchell The School Modesto** as well as **The American Tire Depot** will not be responsible for parking violations and/or towing fees or incidents. Students using any part of our parking and or connecting parking are responsible for having their own vehicle insurance adhering to at least the minimum State of California vehicle insurance requirements do not assume any responsibility.

NONDISCRIMINATION

Paul Mitchell The School Modesto in its admission, instruction, and graduation policies and practices, does not allow or tolerate 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. The school does not condone 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 owner, Rosemary Safavi, in person or by calling (209) 577-0644, or by mail at 3100 McHenry Avenue Modesto, CA 95350, immediately so appropriate action can be taken.

TEACH-OUT AGREEMENT

Paul Mitchell The School Modesto is accredited by the National Accrediting Commission of Career Arts and Sciences (NACCAS) and is not required by NACCAS to have a teach-out agreement in place. Schools are only required to have a teach-out agreement in place under certain circumstances where the school may no longer be considered a viable entity, which does not apply to this school.

ADVERSE ACTIONS

The U.S. Department of Education requires all Title IV eligible schools to publish any enforcement actions or prosecutions brought against it by a state or federal law enforcement agency in any matter where a final judgment against the institution, if rendered, would result in an adverse action by the school's accrediting agency, revocation by the state authorization or licensing agency, or limit, suspend, or terminate a school's eligibility to participate in Title IV programs of the Higher Education Act.

Paul Mitchell The School Modesto does not have any legal actions against it by a state or federal law enforcement agency.

LANGUAGE DISCLOSURE

Paul Mitchell The School Modesto 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.

ADMISSION REQUIREMENTS

Paul Mitchell The School Modesto admits as regular students those who are high school graduates, and holders of high school graduation equivalency certificates or transcript. **Paul Mitchell The School Modesto** has not entered into an articulation or transfer agreement with any other college or university.

The school does not accept ability to benefit (ATB) students.

ADMISSION PROCEDURE

- 1 **Complete an Application Form:** Complete and submit the application form. All necessary forms may be obtained by requesting them from the school.
- 2 **Submit an Application Fee:** Action will not be taken on admissions until Application Fee of \$75.00 is received. Please send this evaluation fee in the form of a check, cash or money order, payable to **Paul Mitchell The School Modesto**. This fee is not included in the cost of tuition. In extraordinary circumstances, the school may waive the application fee for students that transfer from a school that has suddenly closed without notice.
- 3 **Submit Two (2) Photos:** The pictures should be a recent head and shoulder shot, similar to a passport photo.
- 4 **Provide Verification Documents:** Copies of your high school diploma, high school transcripts showing high school completion, 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. We are required to verify that your proof of education comes from a valid high school or High School Equivalency diploma or official High School Equivalency diploma test scores. If we determine that the diploma or High School Equivalency certificate is not valid, you will be denied admission to the school. The students education documents meet the criteria demonstrating the student is proficient in the English language.
- 5 **Identification Verification:** State issued Drivers License; State issued ID or Birth Certificate.
- 6 **Essay Requirement:** There is an essay requirement that must be met with the registration process.

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

Paul Mitchell The School Modesto does not accept challenge examinations, achievement test, or administer ability-to-benefit testing.

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

If enrolling in **Paul Mitchell The School Modesto** a student must have the ability to read and write in English at a High School level as demonstrated by a High School Diploma or High School Equivalency.

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

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.*

If you have a disability and need an academic adjustment, please notify the Admissions Leader 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 High School Equivalency certificate, please contact our admissions office for a list of High School Equivalency programs located near the school. **Paul Mitchell The School Modesto** 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.

ARBITRATION AND CLASS ACTION WAIVER DISCLOSURE

Arbitration and Class Action Waiver Disclosure: Paul Mitchell The School Modesto (the "School") requires each student to agree to a pre-dispute arbitration agreement and a class action waiver as a condition of enrollment ("Arbitration Agreement"). The Arbitration Agreement does not, in any way, limit, relinquish, or waive a student's ability to pursue filing a borrower defense claim, pursuant to 34 C.F.R. § 685.206(e) at any time. The Arbitration Agreement does not require that the student participate in arbitration or any internal dispute resolution process offered by the School prior to filing a borrower defense to repayment application with the U.S. Department of Education pursuant to 34 C.F.R. § 685.206(e). Any arbitration, required by the Arbitration Agreement, tolls (pauses) the limitations period for filing a borrower defense to repayment application pursuant to 34 C.F.R. § 685.206(e)(6)(ii) for the length of time that the arbitration proceeding is under way. Any questions about the Arbitration Agreement or a dispute relating to a student's Title IV Federal student loans or to the provision of educational services for which the loans were provided should be directed to Rosemary Safavi, in person or by calling (209) 577-0644, or by mail at 3100 McHenry Avenue Modesto, CA 95350, immediately so appropriate action can be taken.

The definition of a class action means a lawsuit or an arbitration proceeding in which one or more parties seeks class treatment. Class action waiver means any agreement or part of an agreement, regardless of its form or structure, between a school, or a party acting on behalf of a school, and a student that relates to the making of a Direct Loan or the provision of educational services for which the student received title IV funding and prevents an individual from filing or participating in a class action that pertains to those services.

The definition of a pre-dispute arbitration agreement means any agreement or part of an agreement, regardless of its form or structure, between a school, or a party acting on behalf of a school, and a student requiring arbitration of any future dispute between the parties relating to the making of a Direct Loan or provision of educational services for which the student received title IV funding.

Paul Mitchell The School Modesto's Financial Aid Leader will meet with each student during the signing of the enrollment contract and will be available during the student's completion of Entrance Counseling for Title IV Student Loans to help answer any questions a student may have.

APPLICANTS WITH NON-IMMIGRANT VISAS

Paul Mitchell The School Modesto does not vouch for students status and does not accept non-citizen applicants.

Non-immigrant applicants must provide documentation to show that they are permitted to be enrolled in a vocational or technical post-secondary school in the United States. Please see the Financial Aid Officer to determine if you qualify for enrollment and any type of Title IV financial aid. Please note that students who are studying under a student visa (M1 visa), or any other visa, are not eligible to receive Title IV financial aid. Those students studying under an M1 student visa at a school approved by SEVIS must attend the full-time schedule and can only attend the program for a period not to exceed 12 months. Please note that this school location is not SEVIS approved.

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.

ARTICULATION AGREEMENT

Paul Mitchell The School Modesto does not have an articulation agreement with any other schools or entities. The entire educational program is being provided by **Paul Mitchell The School Modesto** and it's educational team.

REENTRY STUDENTS

Students who re-enroll in the program within 180 days of withdrawal date must complete the following:

- 1 All outstanding tuition, fees, and overtime expenses must be paid in advance or the student must make satisfactory arrangements with the Financial Aid Leader.
- 2 Previous tuition payments will be credited to the student's balance based upon the original contracted cost for the course.
- 3 If a re-enrolling 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 contract addendum.

Students who re-enroll in the program after 180 days of withdrawal date must complete the following:

- 1 All outstanding tuition, fees, and overtime expenses must be paid in advance or the student must make satisfactory arrangements with the Financial Aid Leader.
- 2 Students will be contracted at the current tuition hourly rate.
- 3 If a re-enrolling 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 re-enrollment contract.
- 4 Students are required to purchase a kit if their current kit is not complete. Any missing kit items must be purchased.
- 5 Students who are Student Tuition Recovery Fund (STRF) will be assessed a prorated STRF fee, refer to the Student Recovery Fund (STRF) policy.

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 Modesto** 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 period. 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 re-enrollment contract.

TRANSFER STUDENTS

**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.*

**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.*

The cost for cosmetologist, barbering, esthetician, and manicuring transfer students is \$13.00 per hour attended at **Paul Mitchell The School Modesto**; this does not include the cost of a complete and current Paul Mitchell student kit.

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

Paul Mitchell The School Modesto 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.

TRANSFER OF CREDIT POLICY

Cosmetologist

Cosmetologist students transferring from another Paul Mitchell School.

If transferring from another Paul Mitchell School, a maximum of 800 transfer hours will be accepted. Students will be expected to attend the entire program from start to finish because the length of the program does not allow for an individual to obtain a Paul Mitchell education in the time allotted.

Cosmetologist students transferring from a non-Paul Mitchell School.

A maximum of 400 hours will be accepted. To determine how many transfer hours the school accepts is based on passing a practical and written test and what is allowed by state board. All cosmetologist transfer students must complete a minimum of 1200 hours.

1. Pass a practical test with a minimum of 70% on the following criteria:

- Demonstrate State Board Sanitation and Disinfection
- Finger Wave with 6 pin-curls
- Color and Lightener Applications (Must perform four)
- Permanent Wave (10 rods)
- Chemical relaxer applications (virgin, re-touch)
- Marcel iron work demonstrating the three base curl placements.
- Haircut, style and finish of your choice (to complete on a doll head or model)

2. Pass a written exam with a minimum of 70% passing

Barbering

Barbering students transferring from another Paul Mitchell School

If transferring from another Paul Mitchell School, a maximum of 800 hours will be accepted. Students will be expected to attend the entire program from start to finish because the length of the program does not allow for an individual to obtain a Paul Mitchell education in the time allotted.

Barbering students transferring from a non-Paul Mitchell School

A maximum of 400 hours will be accepted. To determine how many transfer hours the school accepts is based on passing a practical and written test and what is allowed by state board. All barber transfer students must complete a minimum of 1100 hours.

1. Pass a practical test with a minimum of 70% on the following criteria:

- Demonstrate State Board Sanitation and Disinfection
- Finger Wave with 6 pin-curls
- Color and Lightener Applications (Must perform four)
- Permanent Wave (10 rods)
- Chemical relaxer applications (virgin, re-touch)
- Marcel iron work demonstrating the three base curl placements.
- Haircut, style and finish of your choice (to complete on a doll head or model)

2. Pass a written exam with a minimum of 70% passing

Esthetician

Esthetician students transferring from another Paul Mitchell School.

If transferring from another Paul Mitchell School, a maximum of 400 transfer hours will be accepted. Students will be expected to attend the entire program from start to finish because the length of the program does not allow for an individual to obtain a Paul Mitchell education in the time allotted.

Esthetician students transferring from a non- Paul Mitchell School

A maximum of 200 hours will be accepted. To determine how many transfer hours the school accepts is based on passing a practical and written test and what is allowed by state board. All esthetician transfer students must complete a minimum of 400 hours.

1. Pass a practical test with a minimum of 70% based on the following criteria
 - Demonstrate State Board Sanitation and Disinfection
 - Basic Facial to include: Consultation, Cleanse, Skin Analysis, Exfoliation, Extractions, Mask, Moisturize and Protect
 - Wax: Brow Wax (hard wax or soft wax)
2. Pass a written exam with a minimum of 70% grade.

Manicuring

Manicuring students transferring from another Paul Mitchell School.

If transferring from another Paul Mitchell School, a maximum of 400 transfer hours will be accepted. Students will be expected to attend the entire program from start to finish because the length of the program does not allow for an individual to obtain a Paul Mitchell education in the time allotted.

Manicuring students transferring from a non-Paul Mitchell School.

A maximum of 200 hours will be accepted. To determine how many transfer hours the school accepts is based on passing a practical and written test and what is allowed by state board. All cosmetology transfer students must complete a minimum of 400 hours.

1. Pass a practical test with a minimum of 75% on the following criteria:
 - Demonstrate State Board Sanitation and Disinfection
 - Perform a manicure
 - Perform a pedicure
 - Perform 5 acrylic nails
2. Pass a written exam with a minimum of 75% passing



NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION

The transferability of credits you earn at **Paul Mitchell The School Modesto** is at the complete discretion of the institution to which you may seek to transfer. Acceptance of the certificate you earn in cosmetologist, barbering, esthetician, and/or manicuring is also at the complete discretion of the institution to which you may seek to transfer. If the certificate that you earn at this institution 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 Modesto** to determine if your certificate will transfer.

Paul Mitchell The School Modesto is a clock hour school, which means that in order to receive credit for each hour earned you must be in attendance engaged in an educational activity. If you decide to transfer to another cosmetology school, the likelihood is that some or most of your hours will be transferrable based on the transfer school's published policy. However, if you transfer to a credit hour school, such as a community college, or traditional college or university, for a degree granting program, the likelihood is that most, if not all hours earned will not be transferrable because of the subject matter taught and the type of degree granting program you are enrolling in. **Paul Mitchell The School Modesto** does not give clock hour credit for service in the armed forces, paid or unpaid employment, or other demonstrated competency or learning because of the nature of the program offered and state regulatory requirements.

NOTICE CONCERNING 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 Modesto**. You may be required to repeat some or all of your coursework, if **Paul Mitchell The School Modesto** does not accept some or all of your credits. This determination will be based on an evaluation of the student's comprehension of the course material. The school does not allow a student to appeal the number of hours accepted when transferring from another location. After the student completes the evaluation, the student will meet with the Education Leader to determine the number of hours accepted and where the student will be placed in the program. At this time, it will also be determined if previous completed coursework needs to be repeated. For this reason, you should speak to **Paul Mitchell The School Modesto's** admissions leader to determine if your credits or certificate will transfer. Transfer students are responsible to pay the hourly fee based on the number of hours needed to complete the program of study, which is noted under the Transfer Student section of this catalog. Transfer students are responsible to pay the \$75.00 application fee as part of the Admissions Procedure. The transfer student's technical kit will be evaluated, and if necessary, the student will be responsible to purchase the technical and digital kit, as well as the textbooks and any sales tax involved.

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 Cosmetologist to deny licensure. The Board of Barbering and Cosmetologist 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 Modesto** is not responsible for students denied licensure.

DISCLOSURE FOR PROGRAMS LEADING TO LICENSURE

The following programs offered at Paul Mitchell The School Modesto lead to licensure in the state of California: Cosmetologist, Barbering, Esthetician, and Manicuring. We have compiled a list of all states that require licensure for the program you are interested in enrolling. We have identified whether the institution's program curriculum meets, does not meet, or a determination has not been made yet, for other state's individual state educational requirements for professional licensure. This information can be located on the school's paulmitchell.edu website, as well as you will receive a copy in the school's admissions packet, prior to touring the school.

Please note that the school you are planning on attending has only had their curriculum evaluated by the state that you are attending school in, which meets the state's requirements for licensure and practice. In determining whether your program of study is acceptable in another state, each state board reviews the number of clock hours you attended in your home state, the subject areas and practical experiences you completed, as a part of the process of determining what, if any, additional requirements you may have to meet in order to be licensed in their state. We encourage all graduates who are considering becoming licensed in another state to first take the licensure exam in their home state, which will make it easier to transfer into another state. If you are not licensed by your home state, the state you are considering getting licensed in may require you to take additional training to meet their state minimum hour requirements and/or take their state licensure exam. State boards do not evaluate the curriculum of schools located in other states, but do, in most cases, recognize training from other states in order to transfer their license.

If, at any time, the program you are enrolled in, ceases to meet the educational requirements for licensure in the state where the student is located, the school will provide written notice directly to the student in writing within 14 calendar days of making that determination.

EDUCATION GOALS

The quality education system at **Paul Mitchell The School Modesto** includes providing an outstanding learning facility, experienced and competent instructors, and a curriculum developed through years of experience and expertise. Our goals are:

- 1 To educate students to be professional, knowledgeable and skilled Cosmetologists, Manicurist or Estheticians for marketability within the industry.
- 2 To maintain an updated program that provides students with the knowledge needed to compete in the field of study.
- 3 To promote the continuing educational growth of the faculty and students, using current teaching methods and techniques.
- 4 To teach courtesy and professionalism as the foundation of a successful career in Cosmetologist, Manicuring or Esthetician.
- 5 To prepare the student to successfully pass the State Licensing Exam for entry level employment. To train and graduate students while empowering them.

ENROLLMENT INFORMATION

- 1 **Enrollment periods:** **Paul Mitchell The School Modesto** usually begins a new class about every 6-8 weeks, depending upon space availability. Please refer to the Tuition and Registration Schedule supplement or contact **Paul Mitchell The School Modesto** for exact starting dates.
- 2 **Holidays:** **Paul Mitchell The School Modesto** allows the following holidays off New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Break (November 26-28), December 24-26, and December 31, 2020-January 2, 2021. 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 closed once a month for staff training. The school is open for business unless there is a declared State of Emergency. Unexpected closures and snow days will be reported via the schools website and/or Facebook page.
- 3 **The Enrollment Contract:** **Paul Mitchell The School Modesto** clearly outlines the obligations of both the School and the student in this 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 Modesto** offers a variety of payment options, including monthly financial payment schedules. See **Paul Mitchell The School Modesto's** Financial Aid Leader for details.
- 5 Once a month the **Paul Mitchell The School Modesto** will be closed for staff meetings and trainings. Please be advised you will not receive any hours for the day the institution is closed.



STUDENT TUITION RECOVERY FUND (STRF)

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

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

“It is important that you keep copies of your enrollment agreement, financial aid documents, receipts, or any other information that documents the amount paid to the school. Questions regarding the STRF may be directed to the Bureau for Private Postsecondary Education, 1747 N. Market Blvd. Suite 225, Sacramento, CA 95834, www.bppe.ca.gov, toll-free telephone (888) 370-7589, or by fax (916) 263-1897.

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

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

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

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

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

Note: Authority cited: Sections 94803, 94877 and 94923, Education Code. Reference: Section 94923, 94924 and 94925, Education Code.

Paul Mitchell The School Modesto collects the STRF fee from the student (\$0.00 for cosmetologist students, \$0.00 barbering students, \$0.00 Esthetician students, and \$0.00 for manicuring. These fees will be remits it to the BPPE.

COST OF TUITION AND SUPPLIES

TUITION – Cosmetologist

Tuition	\$18,000.00
Application Fee (Non-refundable)	75.00
Student Tuition Recovery Fund (STRF) (Non-refundable)	0.00
Kit, Equipment, Textbook, Supplies (Non-refundable)	<u>3,238.00</u>
TOTAL COSTS	\$21,313.00

TUITION – Barbering

Tuition	\$16,875.00
Application Fee (Non-refundable)	75.00
Student Tuition Recovery Fund (STRF) (Non-refundable)	0.00
Kit, Equipment, Textbook, Supplies (Non-refundable)	<u>3,398.00</u>
TOTAL COSTS	\$20,348.00

TUITION – Esthetician

Tuition	\$8,121.00
Application Fee (Non-refundable)	75.00
Student Tuition Recovery Fund (STRF) (Non-refundable)	0.00
Kit, Equipment, Textbook, Supplies (Non-refundable)	<u>2,674.00</u>
TOTAL COSTS	\$10,870.00

TUITION – Manicuring

Tuition	\$7,500.00
Application Fee (Non-refundable)	75.00
Student Tuition Recovery Fund (STRF) (Non-refundable)	0.00
Kit, Equipment, Textbook, Supplies (Non-refundable)	<u>1,890.00</u>
TOTAL COSTS	\$9,465.00

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

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.

PAYMENT OPTIONS

We offer financial aid to those who qualify. If a student obtains a loan to pay for the educational program, the student will have the responsibility of repaying the full loan plus interest, less the amount of any refund. Financial aid recipients understand that monies received on their behalf are applied first to tuition costs. The school accepts cash, credit card, and personal check payments. Please contact the school's Financial Aid Leader for payment options.

Financial aid available to those who qualify.

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.

LATE PAYMENTS

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

2021 CLASS START DATES

Cosmetologist, Barbering, and Esthetician

DAY FULL TIME SCHOOL:

January 12, March 9, May 4, June 29, August 24, September 21, October 26

Cosmetologist, Barbering, and Esthetician

NIGHT PART TIME SCHOOL:

January 11, March 22, May 21, August 9, October 18

Manicuring

NIGHT PART TIME SCHOOL:

January 11, March 22, May 21, August 9, October 18

All Class will be held at Paul Mitchell The School Modesto located at 3100 McHenry Avenue, Modesto, CA 95350.

SCHEDULE CHANGE

If a student would like to change their schedule a charge of \$100.00 will apply of each schedule change.

2021 SCHEDULED HOLIDAYS

	2021
New Years Day	January 1
Memorial Day	May 31
Independence Day	July 4
Labor Day	September 6
Veterans Day	November 11
Thanksgiving Day	November 25
Black Friday	November 26
Thanksgiving Holiday	November 27
Christmas Eve	December 24
Christmas Day	December 25
Day After Christmas	December 26
New Year's Eve	December 31
New Year's Day	January 1, 2022
Day after New Years Day	January 2, 2022

STUDENTS WHO WITHDRAW

Students who withdraw from the program are required to empty their locker and gather all personal items. Any items left behind by the student will be stored for 60 days, at which time the items become the property of **Paul Mitchell The School Modesto**.

Students wishing to transfer to another institution must pay all monies owed to **Paul Mitchell The School Modesto** and all applicable academic requirements must be met in order for the student transcripts to be released.



COACHING OPPORTUNITES, SUSPENSION AND TERMINATION POLICY

Students will be coached for noncompliance with any of the items listed below as coaching opportunities. If a student receives five (5) coaching sessions, they may receive a five-school-day suspension. On the students fifth coaching session, the Future Professional Advisor will create a plan of action to be followed. After a student has received a five-school-day suspension, the student may only receive two (2) more coaching sessions. On the seventh coaching session, the student may be terminated from the school.

Future Professionals may receive coaching sessions for the following items:

Lack of the correct uniform and/or dress code, which includes a missing name tag
Malicious gossip
Neglecting to call in when late or absent.
Excessive tardiness to theory and/or specialty class.
Not attending school on the required mandatory school days. (Refer to the school attendance policy.)
Beginning a guest service without a Learning Leader's consultation.
Unfinished singles and/or the late submission of the practical Clinic Classroom Worksheet.
Being behind in theory attendance and/or theory exams.
Parking in an undesignated area.
Use of cell phones in non-permitted areas.
Smoking on the school campus. The school is a smoke-free campus
Violation of the school's Internet and Social Networking Policy.
Violation of the standards in the Student Professional Development Guidelines. (Refer to the school catalog.)
Behind on tuition payments
Falling below required percent in monthly attendance.
Technology used for non-educational purposes.
Failure to complete practical and academic assignments.
Violation of standards and/or Code of Conduct at a school-sponsored event, externship, off-campus event, and/or field trip.

Readmittance into the school after a five-school-day suspension will be based upon the following:

- A. The Future Professional must be current on all theory exams and academic assignments.
- B. The Future Professional must conduct a personal interview with the School Director and/or Financial Aid Leader to determine the compliance for reentry.
- C. The Future Professional will be placed on probation for thirty (30) calendar days, during which time he or she must strictly abide by all policies, rules, and regulations.
- D. Complete the 5 Day Suspension Re-Entry Form.

Paul Mitchell The School Modesto may terminate a student’s enrollment for immoral and/or improper conduct, receiving seven (7) coaching sessions, and/or failing to comply with educational requirements and/or the terms as agreed upon within the enrollment contract.

Students may be terminated for the following and may be given no warnings or prior coaching sessions:

Use of drugs and/or alcohol, which includes prescription marijuana.
Possession of drugs and/or alcohol, which includes prescription marijuana.
Clocking in/out for another Future Professional.
Leaving the school facility, without notifying a Learning Leader and/or signing out for a break, and remaining clocked in on the time clock and receiving unearned hours. The school parking lot and surrounding businesses are not included as part of the school facility.
Cheating or stealing.
Insubordination.
Threatening statements made toward staff, service guests, or Future Professionals. No bullying.
Physical violence and/or altercations.
Paul Mitchell Schools, 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 toward staff, Future Professionals, and/or service guests.
Violation of the Title IX policy.
Violation of standards and/or Code of Conduct at a school-sponsored event, externship, off-campus event, and/or field trip.
Violation of the Harrassment, Intimidation, Bullying, and Discrimination Policy.

If a Future Professional 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.

COSMETOLOGIST 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 245 hours for full-time and 225 hours for part-time is devoted to classroom workshops where students learn design principles, technical information, and professional practices.
- ② **Clinic Classroom Learning Experience:** The remaining 1355 hours are spent in the clinic floor classroom where practical experience is gained.

COSMETOLOGIST COURSE OUTLINE

A student's time at **Paul Mitchell The School Modesto** for the cosmetologist program will be divided into six designations:

- ① **Core Curriculum:** A seven-week, 262.5-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, and texture services.
- ② **Protégé Experience:** Each student's experience as a Protégé produces a smooth transition from Core future professional to Adaptive future professional. Students spend 2 weeks as a Protégé preparing them for their clinical experience.
- ③ **Clinic Experience:** Each student's learning process will be guided with individual attention and group learning experiences from 337 to 1600 hours where workshops, monthly worksheets and periodic tests have been developed specifically for this monitoring process. This is when students will begin working on paying clients in Phase One or Phase Two clinic classroom.
- ④ **Classroom Learning:** Each student's time in the classroom in this phase; from 337 to 1600 hours is divided into four areas. Each of these areas has a specialist in that field that will conduct the different elective classes once a week. These areas are cutting, coloring, perm texture, and specialty class. The specialty class includes guest artists, retail, motivation, and self-improvement, nail artistry, make-up, etc. 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 337 to 800 hours students will enter a new phase of elective classroom workshops coupled with challenging practical services that will continue to build them into a confident designer.
- ⑥ **Creative Curriculum:** Students will spend their last 800 hours in School in "high gear" by dressing, acting and working like a true professional. They will use their own artistic and creative abilities, coupled with the assistance of the Learning Leaders, to prepare for their future beauty industry career.

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 classroom where practical experience is gained.

BARBERING COURSE OUTLINE

Your time at **Paul Mitchell The School Modesto** 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, 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 70 hours as a Protégé preparing you for the clinic experience.
- 3 **Clinic Learning Experience:** Your clinic time from 280 to 1500 hours will be guided with individual attention and group learning experiences using workshops, monthly worksheets, and periodic tests developed specifically for this monitoring progress. This is when you begin working on paying clients in the clinic classroom.
- 4 **Classroom Learning Experience:** Your classroom time from 280 to 1500 hours is divided into four (4) areas: cutting, coloring, texture, and men's grooming. Each area has a specialist in the field who conducts the different elective classes once a week; these may include guest artists, retail, motivation, self-improvement, nail artistry, makeup, etc. 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 750 hours you will enter a new phase of elective classroom workshops coupled with challenging practical services designed to continue building you into a confident designer.
- 6 **Creative Curriculum:** You will spend your last 750 hours in Paul Mitchell The School Modesto 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.

ESTHETICIAN COURSE OVERVIEW

Course Hours: 600 clock hours

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

- 1 **Pre-clinical Classroom Instruction:** The first 262.5 hours for full-time and 225 hours for part-time is devoted to classroom workshops, where the student learns esthetic principles, technical information and professional practices.
- 2 **Clinic Classroom Learning Experience:** The remaining 355 hours are spent in the clinic floor classroom where practical experience is gained.

ESTHETICIAN COURSE OUTLINE

Each student's time at **Paul Mitchell The School Modesto** Esthetician Program will be divided into five designations:

- 1 **CORE: Core Curriculum:** A seven-week, 245-hour orientation, known as the CORE program, instills the basic fundamentals in skin care. 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.
- 2 **PROTEGE:** Each student's learning process will be guided with individual attention in practical workshops, weekly tracking and periodic tests that have been developed specifically for this stage of progress.
- 3 **MENTOR:** Students will enter a new phase of elective classroom workshops coupled with challenging practical services that will continue to build them into confident skin care therapists.

MANICURING COURSE OVERVIEW

Course Hours: 600 clock hours

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

- 1 **Pre-clinical Classroom Instruction:** The first 205 hours are devoted to classroom workshops, where students learn manicuring principles, technical information and professional practices.
- 2 **Clinic Classroom Learning Experience:** The remaining 395 hours are spent in the clinic floor classroom where practical experience is gained.

MANICURING COURSE OUTLINE

Each student's time at **Paul Mitchell The School Modesto** Manicuring Program will be divided into three (3) designations:

- 1 **CORE:** Pre-Clinical classroom to learn the rules and prepare for the guest services.
- 2 **ADAPTIVE:** Blend of classroom and clinic floor learning focused on reinforcing the core skills, while adapting to live clinic floor classroom.
- 3 **CREATIVE:** Final phase of nail technician classroom and clinic floor learning that prepares the future professional for licensing and salon and spa life. Students will enter a new phase of elective classroom workshops, coupled with challenging practical services that will continue to build them into confident manicurist.

STATE OF CALIFORNIA REQUIREMENTS

Cosmetologist

The instructional program of **Paul Mitchell The School Modesto** meets or exceeds these requirements:

Subject	Technical Instruction	Practical Applications
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
Additional Training	915	0
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
Additional Training	70	0
Technical Instruction and Practical Training in Esthetics (200 hours)		
Manual, Electrical, and Chemical Facials	25	40
Eyebrow Beautification and Makeup	25	30
Additional Training	150	0
Technical Instruction and Practical Training in Manicuring and Pedicuring (100 hours)		
Manicuring and Pedicuring	10	25
Artificial Nails and Wraps	25	120 Nails = 12
Additional Training	65	0
TOTAL HOURS OF TECHNICAL INSTRUCTION	1600	

Paul Mitchell The School Modesto offers employment assistance to help graduates' efforts to secure education-related employment that includes, but not limited to training in professionalism, resume', development, job interview preparation and job search skills. 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 1600 required by the Board of Barbering and Cosmetology (BBC) will be required.

Barbering

The instructional program of **Paul Mitchell The School Modesto** meets or exceeds these requirements:

Subject	Technical Instruction	Practical Applications
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
Additional Training	915	0
Technical Instruction and Practical Training Shaving (200 hours)		
Shaving Preparation and Performance (Shaves and Facials)	100	40
Additional Training	100	0
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
Additional Training	75	0
TOTAL HOURS OF TECHNICAL INSTRUCTION	1500	

Paul Mitchell The School Modesto offers employment assistance to help graduates' efforts to secure education-related employment that includes, but no limited to training in professionalism, resume', development, job interview preparation and job search skills. 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 1,500 hours required by the Board of Barbering and Cosmetology (BBC) will be required.

Esthetics

The instructional program of **Paul Mitchell The School Modesto** meets or exceeds these requirements:

Subject	Technical Instruction	Practical Applications
Technical Instruction and Practical Training Hair Dressing (350 hours)		
Manual, Electrical, and Chemical Facials	70	140
Preparation	15	0
Additional Training	265	0
Technical Instruction in Health and Safety (200 hours)		
Laws and Regulations	10	0
Health and Safety Considerations	40	0
Disinfection and Sanitation	10	0
Anatomy and Physiology	15	0
Additional Training	125	0
Technical Instruction and Practical Training in Hair Removal and Make-up (50 hours)		
Eyebrow Beautification	25	50
Make-up	20	40
Additional Training	5	0
TOTAL HOURS OF TECHNICAL INSTRUCTION	600	

Paul Mitchell The School Modesto offers employment assistance to help graduates' efforts to secure education-related employment that includes, but no limited to training in professionalism, resume', development, job interview preparation and job search skills. 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 600 hours required by the Board of Barbering and Cosmetology (BBC) will be required.

Manicuring

The instructional program of **Paul Mitchell The School Modesto** meets or exceeds these requirements:

Subject	Technical Instruction	Practical Applications
Manicures and Pedicures	60	60
Artificial Nails	0	180 Nails
Laws and Regulations	10	0
Health and Safety Considerations	25	0
Disinfection and Sanitation	20	10
Bacteriology, Anatomy, and Physiology	10	0
Additional Training	475	0
TOTAL HOURS OF TECHNICAL TRAINING	600	

Paul Mitchell The School Modesto offers employment assistance to help graduates' efforts to secure education-related employment that includes, but no limited to training in professionalism, resume', development, job interview preparation and job search skills. These additional course are not a requirement for state licensure.

Exceeds means that during the course of your training you may complete more services then what is listed, however no additional hours, over the 600 required by the Board of Barbering and Cosmetologist (BBC) will be required.

Within the 200 additional hours 100 hours will be added to the CORE part of our curriculum this will ensure that you receive all the manicuring principles, technical information and professional practices. The remaining 100 hours will be added to the CREATIVE phase which is the final phase of the program that focuses on state board, challenging practical services, clinic floor, and reinforcing the core skills, making sure you are confident to pass there state board licensing test and leaving with all the job ready skills.



COSMETOLOGIST PROGRAM TESTING AND GRADING PROCEDURE

The following tests and grading procedures are incorporated during a student's 1600-hour courses:

Students must receive and maintain a 70% or higher grade point average throughout their Theory course. If a student fails to receive a 70% or higher on a theory exam, the student will be given an opportunity to make up that exam.

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 orientation practical skills evaluation test:** Students must receive a grade of 70% or higher.
- 3 **Final exam 1 (approximately 800-hour written exam):** This test covers an overview of all related cosmetologist 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 cosmetologist exam. Students must receive a grade of 70% or higher on all final exams.
- 5 **Monthly clinic practical worksheets:** Students must complete all clinic practical worksheets.

BARBERING 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 orientation practical skills evaluation test:** Students must receive a grade of 70% or higher.
- 3 **Final exam 1 (approximately 750-hour written exam):** This test covers an overview of all related cosmetologist 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 cosmetologist exam. Students must receive a grade of 70% or higher on all final exams.
- 5 **Monthly clinic practical worksheets:** Students must complete all clinic practical worksheets.

ESTHETICIAN PROGRAM TESTING AND GRADING PROCEDURE

The following tests and grading procedures are incorporated during a student's 600-hour course:

Students must receive 70% or higher grade point average throughout their Theory course. If a student fails to receive a 70% or higher on theory exam, the student will be given the opportunity to make up that exam.

- 1 **200-hour CORE Practical skills and written evaluation test.**
- 2 **Phase two written and practical exam.** A Technical Skills Feedback Form will be given upon completion of CORE, Protégé, and mentor courses.
- 3 **600-hour (mock State Board) practical skills test and a 600-hour written test.** The written examination will cover a variety of State Board mock questions.

MANICURING PROGRAM TESTING AND GRADING PROCEDURE

The following tests and grading procedures are incorporated during the student's 600-hour course:

Students must receive 70% or higher on each lesson plan theory tests. Test scores are posted the following day that the test is given. Students must receive a 70% or higher grade on all tests given.

- 1 **Core Practical exam.**
- 2 **300 hour written exam.** (This test is an overview of all related nail subjects, i.e., anatomy, chemistry, etc.)
- 4 **Mock State Board practical skill and written exam.** The written examination covers an overview of all theory instruction, California State Law, and other items covered on the State Cosmetologist exam. The practical exam also covers all phases of what is to be expected on the State Board examination.

SAFETY PRECAUTIONS FOR THE BEAUTY INDUSTRY

By following safety precautions, students contribute to the health, welfare, and safety of the community. The following are a list of important guidelines and precautions to follow:

- 1 Always have good hygiene and be professionally dressed.
- 2 Keep a first aid kit on hand.
- 3 Follow safety regulations and keep equipment properly sanitized.
- 4 Protect the client's clothing by appropriately draping them.
- 5 Ask the client to remove any jewelry, hair accessory, glasses, etc.
- 6 Keep any and all chemicals away from the eyes. In case of eye contact with chemicals, thoroughly rinse eyes with cold water.
- 7 Wear gloves when dealing with chemicals.
- 8 Carefully use all chemically active products to avoid injury.

MEASURABLE PERFORMANCE OBJECTIVES

- 1 Receive the required number of clock hours of training.
- 2 Complete and receive passing grades on all practical graduation requirements and projects to include examinations, both practical and theoretical.
- 3 Satisfactorily pass final written and practical exams.
- 4 Receive a graduation certificate.
- 5 Pass state board exam.

REQUIREMENTS OF THE INDUSTRY

Paul Mitchell The School Modesto believes that students interested in pursuing a career in the beauty industry should:

- ① Develop finger dexterity and a sense of form and artistry.
- ② Enjoy dealing with the public.
- ③ Become aware of the latest fashions, beauty techniques and technical advances.
- 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.

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 cosmetologist, 1125 for barbering, 450 hours for Esthetician and Manicuring 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 cosmetologist, 110 theory hours for barbering, and 42 theory hours for Esthetician
- 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 From:** The student must complete a minimum of 75% of all practical requirements
- ⑥ **Attendance:** The student must have a 90% or higher
- ⑦ **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 cosmetologist, 1100 hours for barbering, and 425 for Esthetician, and Manicuring students.

If, at the 1200 hours for cosmetologist, 1125 hours for barbering and 450 for Esthetician, and Manicuring 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 Modesto reserves the right to process the pre-application for students.

BOARD OF BARBERING AND COSMETOLOGIST LICENSING REQUIREMENTS

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

- ① Complete a cosmetologist course in a school approved by the California State Board of Barbering & Cosmetologist.
- 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.

ENFORCEMENT OF PUBLIC HEALTH REGULATIONS

The state of California has the reasonable expectation that all trained and licensed cosmetology professionals will be knowledgeable of all public health regulations applicable to the profession and that licensed cosmetology professionals will practice and enforce these standards.

Paul Mitchell The School Modesto has the reasonable expectation that all students will dutifully and earnestly apply themselves to learning the health regulations of California and on a daily basis will practice and demonstrate their knowledge of these rules and accept their professional vanguards and enforcers of public health regulations.

Employees are expected to demonstrate and apply these standards and regulations at all times.

Students and employees are required to adhere to the safety precautions caused by COVID-19. Students and employees must abide by the safety and sanitation procedures as outlined by the Centers for Disease Control and Prevention (CDC).

Clean your hands often

- Wash your hands often with soap and water for at least 20 seconds especially after you have been in a public place, or after blowing your nose, coughing, or sneezing.
- If soap and water are not readily available, use a hand sanitizer that contains at least 60% alcohol. Cover all surfaces of your hands and rub them together until they feel dry.
- Avoid touching your eyes, nose, and mouth with unwashed hands.
- Cover your mouth and nose with a cloth face cover when around others
- You could spread COVID-19 to others even if you do not feel sick.
- Everyone should wear a cloth face cover when they have to go out in public.
- The cloth face cover is meant to protect other people in case you are infected.
- Do NOT use a facemask meant for a healthcare worker.
- Continue to keep about 6 feet between yourself and others. The cloth face cover is not a substitute for social distancing.

Clean and disinfect

- Clean AND disinfect surfaces daily. This includes clinic station, hydraulic chair, tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, and sinks.
- If surfaces are dirty, clean them. Use detergent or soap and water prior to disinfection.
- Then, use a household disinfectant. Most common EPA-registered household disinfectantexternal icon will work.

Watch for symptoms

People with COVID-19 have had a wide range of symptoms reported – ranging from mild symptoms to severe illness. If you have any of these symptoms DO NOT come to school. Contact the school and follow the call-in procedure. A school representative will be taking student's temperature prior to entering the school facility. If the student has a fever, they will not be allowed to enter the school until the symptoms have passed.

These symptoms may appear 2-14 days after exposure to the virus:

- Fever
- Cough
- Shortness of breath or difficulty breathing
- Chills
- Repeated shaking with chills
- Muscle pain
- Headache
- Sore throat
- New loss of taste or smell

STUDENT SERVICES

- ① **Housing:** **Paul Mitchell The School Modesto** keeps a file of information about housing in the surrounding areas. Students can locate apartments ranging from \$650.00-\$850.00 depending on location and size. **Paul Mitchell The School Modesto** does not have dormitory facilities under its control. The school is not responsible to find or assist student in finding housing.
- 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 both accessible to students. **Paul Mitchell The School Modesto** 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.
- ③ **Paul Mitchell The School Modesto** has no responsibility to find or assist a student in finding housing.

LIBRARY EQUIPMENT AND MATERIALS USED FOR INSTRUCTIONS

- ① Flat Panel Televisions
- ② Projector with 10' drop-down screen
- ③ Full-function stereos
- ④ DVD Players
- ⑤ Educational DVDs
- ⑥ Easels with 24"x36" poster boards
- ⑦ Computers
- ⑧ Whiteboards
- ⑨ Fully equipped storage room with all types of craft and drawing media
- ⑩ Laptops
- ⑪ Power Point presentations
- ⑫ Industry related books, Cds, Dvds
- ⑬ Industry related magazines

SCHOOL LIBRARY

The library is located in the the student lounge which is equipped with a study area that includes tables, chairs, books, magazines, CD player, and studying supplies ex: pens, paper, and markers. The library is available for students to access with permission from a Learning Leader.

GRADUATION REQUIREMENTS IN COURSES

- ① Receive the required number of clock hours of training.
- ② For a student to meet state requirements, all clinic practical worksheets must be completed in their entirety.
- ③ Pass written and practical exams.
- ④ Complete the required theory hours.
- ⑤ Tuition has been paid in full or the student has made satisfactory arrangements for payment of all monies owed to the school prior to the student obtaining 1400 clock hours for cosmetology students and 1300 clock hours for barbering students, and 400 clock hours for esthetic students.

If the student cannot pay owed tuition in full or come into agreement with a payment plan of monies owed to the school, the student will be withdrawn from the program. The student may re-enter the program when payment arrangements can be made.

Once the student has met all these requirements, he/she will receive a CERTIFICATE of COMPLETION.

The School will not release an official transcript until all educationally related graduation requirements are met.

For students who withdraw, the student may request an official transcript of hours earned.

GRADUATES COMPLETING A PROGRAM AND REENROLLING IN A NEW PROGRAM

A student that graduates from one program within the school and wishes to enroll in another program within the school, a determination of the state laws will determine the amount of hours that will be transferred into the new program, the student will need to meet the quantitative and qualitative components of SAP for the new program.

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 Modesto** does not guarantee employment upon graduation, **Paul Mitchell The School Modesto** does maintain an aggressive job placement program and will inform students of job openings and opportunities. **Paul Mitchell The School Modesto** 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 Modesto has placed students in the beauty industry as Hair Stylists, Makeup Artists, Nail Technicians, Beauty Industry Educator, Salon Owner, Salon Manager, Esthetician, Barbering, Platform Artist, and Beauty Industry Instructor.

Employment and Career Opportunities for Cosmetologist:

● Salon Hairstylist	● Hospital Hair-Care Service	● Cosmetologist 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	● Cosmetologist School Instructor	

Employment and Career Opportunities for Barbering:

● Salon Barbering	● Hospital Hair-Care Service	● Barbering School Owner
● Free-lance Barbering	● 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 Barbering	● Trade Publication Writer
● Platform Artist		

Employment and Career Opportunities for Esthetician:

● Esthetician	● Salon or Spa Owner	● Educator or Instructor
● Free-lance Esthetician	● Salesperson/Retail Specialist	● Manufacturer's Representative
● Makeup Artist	● State Board Examiner	● Stage and Film Makeup Artist
● State Board Inspector	● Cruise Ship	● Trade Publication Writer

Employment and Career Opportunities for Manicuring:

● Manicurist	● Salon or Spa Owner	● Educator or Instructor
● Free-lance Manicurist	● Salesperson/Retail Specialist	● Manufacturer's Representative
● Trade Publication Writer	● State Board Examiner	● Stage and Film
● State Board Inspector	● Cruise Ship	

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



STUDENT KIT – Cosmetologist

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 cosmetologist kit:

<p>COMBS 1 Paul Mitchell Black Metal Tail, 429 1 Paul Mitchell Black Rat Tail, 814 1 Paul Mitchell Pick Teasing, 109 1 Paul Mitchell Red Cutting Comb, 416 1 Paul Mitchell Teal Carving, 424 1 Paul Mitchell White Comb, 408 1 Paul Mitchell Detangler Comb</p> <p>BRUSHES 1 Paul Mitchell Paddle Plastic 427 1 Paul Mitchell Scalp Brush 1 Paul Mitchell Sculpting Plastic 413 1 Paul Mitchell Styling Plastic 407 1 Paul Mitchell Express Ion Round -Large 1 Paul Mitchell Express Ion Round - Small</p> <p>CAPES 1 Paul Mitchell All Purpose Cape 1 Paul Mitchell Cutting Cape</p>	<p>ACCESSORIES 1 Paul Mitchell Metal Clips (pack 10) 1 Paul Mitchell Water Bottle 1 Paul Mitchell Rolling Metal Case</p> <p>TOOLS 1 Paul Mitchell 3/4" Marcel Curling Iron 1 Andis Clipper (US-1) & Trimmer (RT-1) (set packed into bag) 1 Paul Mitchell Manicure Set 2 Female Mannequin 1 Express Ion Dry +(Plus) North America 125V 1 Express Ion Smooth +(Plus) North America 120V 1 Paul Mitchell Classic Razor (for cutting hair) 1 Scissor Kit, 6.0"" (R/L) Texturizer, 5.5 (R/L) with Case 1 Paul Mitchell Tripod</p>	<p>STUDENT EDUCATION MATERIALS 1 E-Learning Package</p> <p>ADDITIONAL ITEMS 1 State Board Kit 1 Stylus Pen 1 Tammie Taylor 1 iPad 1 T-shirt 1 CAO Makeup Kit 1 Face Mask 1 iPad Case 1 Box of Gloves</p>
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* The items listed above are only available in the Paul Mitchell Kit and cannot be purchased separately.

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

TEXTBOOKS

1 *Milady's Standard Cosmetologist 13th Ed. MindTap*; ISBN-13: 9781350632028, \$249.95

**Items subject to change.*

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:

<p>COMBS</p> <ul style="list-style-type: none"> 1 Paul Mitchell Black Metal Tail, 429 1 Paul Mitchell Black Rat Tail, 814 1 Paul Mitchell Clipper Comb, 318 1 Paul Mitchell Taper Comb, 818 1 Paul Mitchell Red Cutting Comb, 416 1 Paul Mitchell Teal Carving, 424 1 Paul Mitchell White Comb, 408 1 Paul Mitchell Detangler Comb 1 Clipper Comb <p>BRUSHES</p> <ul style="list-style-type: none"> 1 Paul Mitchell Paddle Plastic 427 1 Paul Mitchell Scalp Brush 1 Paul Mitchell Sculpting Plastic 413 1 Paul Mitchell Styling Plastic 407 1 Paul Mitchell Express Ion Round -Large 1 Paul Mitchell Express Ion Round - Small <p>CAPES</p> <ul style="list-style-type: none"> 1 Paul Mitchell All Purpose Cape 1 Paul Mitchell Cutting Cape 	<p>ACCESSORIES</p> <ul style="list-style-type: none"> 1 Paul Mitchell Metal Clips (pack 10) 1 Paul Mitchell Water Bottle 1 Paul Mitchell Rolling Metal Case 1 Paul Mitchell Neck Duster 1 Paul Mitchell Barbering Brush 1 Barber Case 1 Apron 1 Barber Mat 1 Barber Gripper 1 Club Man Talc 6 Clippercide Spray 2 Bags Ship Shape Comb/Brush Cleaner <p>TOOLS</p> <ul style="list-style-type: none"> 1 Andis Clipper & Trimmer (set packed into bag) 1 Express Ion Dry +(Plus) North America 125V 1 Paul Mitchell Barbering Razor (for face shaving) 1 Paul Mitchell Scissor Case 1 Paul Mitchell 6.0" Scissors (R/L) 1 Paul Mitchell 5.5" Texturizer (R/L) 1 Paul Mitchell Tripod 1 Magic Razor 1 Andis Master Clipper 1 Lucky Tiger Shaver 	<p>STUDENT EDUCATION MATERIALS</p> <ul style="list-style-type: none"> 1 Cutting App 1 Color App 1 The Skill Cards 1 Makeup System App 1 Paul Mitchell Professional Hair Color Pocket Guide 1 Connecting to My Future Book 1 Be Nice (Or Else!) Book 1 Plugged In membership (includes access to MASTER Library) (while enrolled) 1 Dollar Camp <p>ADDITIONAL ITEMS</p> <ul style="list-style-type: none"> 1 State Board Kit 1 Stylus Pen 1 iPad 1 T-shirt 1 Face Mask 1 Box of Gloves
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* The items listed above are only available in the Paul Mitchell Kit and cannot be purchased separately.

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

TEXTBOOKS

1 *Milady's Standard Barbering 6th Ed. MindTap*; ISBN-13: 9781305664005, \$255.95

**Items subject to change.*

STUDENT KIT – Esthetician

A standard student kit is included in the total costs fee. Please note that students are responsible for the purchase of stationary supplies.

<p>PRODUCTS</p> <p>1 Dermalogica Esthetician Kit 1 CAO Fundamental Lux Pro Kit</p> <p>ACCESSORIES</p> <p>1 Make-up cape 1 Headlamp 1 Dermalogica Face Shield</p> <p>TOOLS</p> <p>Milady's Esthetic Bundle Paul Mitchell Learning Package 1 Skin Hydration Reader 1 Micro BT Sonic Ultra Scrubber</p>	<p>STUDENT EDUCATION MATERIALS</p> <p>1 <i>Be Nice (Or Else!)</i> Book 1 <i>Connecting to My Future</i> Book 1 Plugged In membership (includes access to MASTER Library) 1 Dollar Camp</p> <p>ADDITIONAL ITEMS</p> <p>1 State Board Kit 1 Stylus Pen 1 iPad 1 T-shirt 1 iPad Case 1 Face Mask 1 Box of Gloves</p>
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* *The items listed above are only available in a Paul Mitchell Kit and cannot be purchased separately.*

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

<p>TEXTBOOKS</p> <p>1 <i>Milady's Standard Esthetics Fundamentals, 12th Edition</i> Textbook; ISBN-13: 9781111306892 (Hardcover), \$141.95 1 <i>Milady's Standard Esthetics Fundamentals, 12th Edition Student Workbook</i>; ISBN-13: 9781111306915, \$78.95 1 <i>Milady's Standard Esthetics Fundamentals, 12th Edition Exam Review</i>; ISBN-13: 9781111306922, \$51.95</p>
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**Items subject to change.*

STUDENT KIT – Manicuring

A standard student kit is included in the total costs fee. Please note that students are responsible for the purchase of stationary supplies.

<p>TOOLS</p> <ul style="list-style-type: none"> 1 Paul Mitchell Learning Student Package 1 Dermalogica Face Shield 1 Gelish Nail Tech Kit 1 Gelish Pro Box 1 <p>ADDITIONAL ITEMS</p> <ul style="list-style-type: none"> 1 State Board Kit 1 Stylus Pen 1 iPad 1 T-shirt 1 Face Mask 1 iPad Case 1 Box of Gloves 	<p>STUDENT EDUCATION MATERIALS</p> <ul style="list-style-type: none"> 1 <i>Be Nice (Or Else!)</i> Book 1 <i>Connecting to My Future</i> Book 1 Plugged In membership (includes access to MASTER Library) 1 Dollar Camp
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**The items listed above are only available in a Paul Mitchell Kit and cannot be purchased separately.*

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

<p>TEXTBOOKS</p> <ul style="list-style-type: none"> 1 Milady's Standard Nail Technology, 7th Edition, MindTap; ISBN - 13:9781285080734, \$173.95
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**Items subject to change.*

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.

The Federal Return of Title IV funds formula (R2T4) dictates the amount of Federal Title IV aid that must be returned to the federal government by the school and/or the student. The federal formula is applicable to an eligible student receiving federal aid when that student withdraws at any point during the payment period. If a student did not start or begin attendance at the school, the R2T4 formula does not apply.

Official Withdrawal Process: If a student wishes to withdraw from school, they must notify the Financial Aid Leader of the school. The notification may be in writing or orally. The date the notification is received is the date of determination. The Financial Aid Leader must begin the withdrawal process.

Unofficial Withdrawal Process: For unofficial withdrawals a student's withdrawal date at a school that is required to take attendance is their last day of physical attendance. The date of determination is 14 days after they cease attendance.

In both cases the last day of attendance will be used in the return to Title IV calculation.

The federal formula requires a Return of Title IV calculation if the student received or could have received (based on eligibility criteria) federal financial assistance in the form of Pell Grants, and Direct Loans or Direct PLUS Loans during 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% point of time. After the 60% point of the payment period (or period of enrollment depending on what the school uses) the student is considered to have earned 100% of the aid for the period. The percentage that has not been earned is calculated by subtracting the percentage of Title IV aid earned from 100%.

The percentage of the payment period completed is calculated by the hours scheduled in the payment period as of the withdrawal date divided by the scheduled hours in the payment period.

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.

Post Withdrawal Disbursement: If a student receives less Title IV funds than the amount earned, the school will offer the student a disbursement of the earned aid that was not received at the time of their withdrawal which is called a post-withdrawal disbursement. Post-withdrawal disbursements will be made from Pell Grant funds first, if the student is eligible. If there are current educational costs still due the school at the time of withdrawal, a Pell Grant post-withdrawal disbursement will be credited to the student's account. Any remaining Pell funds must be released to the student without the student having to take any action. Any federal loan program funds due in a post-withdrawal disbursement must be offered to the student and the school must receive the student's authorization before crediting their account. The authorization is required to be sent to the student within 30 days of the date the school determined the student's last date of attendance.

Credit Balance: If a credit balance still exists on the student's account after the R2T4 and institutional refund calculations are done, that credit balance must be used to pay any grant overpayment that exists based on the current withdrawal within 14 days from the date that the R2T4 calculation was performed. The overpayment must be eliminated prior to offering a credit balance to a student.

The following Title IV return distribution is used for all FSA students.

- ① Unsubsidized Direct Loan
- ② Subsidized Direct Loan
- ③ Direct PLUS Loan (Parent)
- ④ Federal Pell Grant

Returns must be made as soon as possible to the federal programs but no later than 45 days after the date of determination. (unless the school uses less days based on a state, accrediting agency or institutional requirement)

The law requires that a student is responsible for all unearned Title IV program assistance that the school is not required to return. This is determined by subtracting the amount returned by the school from the total amount of unearned Title IV funds to be returned.

Overpayment of Title IV, HEA Funds — Any amount of unearned grant funds that you must return is called overpayment. The amount of grant overpayment that you must repay is half of the grant funds you received or were scheduled to receive. A student who owes an overpayment remains eligible for Title IV, HEA program funds through and beyond the earlier of 45 days from the date the school sends a notification to the student of overpayment, or 45 days from the date the school was required to notify the student of the overpayment if, during those 45 days the student:

- ❶ Repays the overpayment in full to the school;
- ❷ Enters into a repayment agreement with the school in accordance with repayment arrangements satisfactory to the school; or
- ❸ Signs a repayment agreement with the Department, which will include terms that permit a student to repay the overpayment while maintain his or her eligibility for Title IV, HEA program funds.

Within 30 days of the date of the school's determination that the student withdrew, an institution must send a notice to any student who owes a Title IV, HEA grant overpayment as a result of the student's withdrawal from the school in order to recover the overpayment.

If the student does not repay the overpayment in full to the school, or enter a repayment agreement with the school or the Department within the earlier of 45 days from the date the school sends notification to the student of overpayment, or 45 days from the date the school was required to notify the student of the overpayment.

At any time the student fails to meet the terms of the repayment agreement with the school:

- ❶ The student chooses to enter into a repayment agreement with the Department.
- ❷ The student who owes an overpayment is ineligible for Title IV HEA program funds.

You must make arrangement with the school or Department of Education to return the amount of unearned grant funds.

TREATMENT OF TITLE IV FUNDS WHEN A STUDENT WITHDRAWS FROM A CLOCK-HOUR PROGRAM

Treatment of Title IV Funds When a Student Withdraws From a Clock-Hour Program

Student's Name: Social Security #:
 Date of school's determination that student withdrew:
 Period used for calculation (check one): 1st Payment Period Period of Enrollment

*Monetary amounts should be in dollars and cents (rounded to the nearest penny).
 When calculating percentages, round to three decimal places. (for example, .4496 = .449 = 44.9%)*

STEP 1: Student's Title IV Aid Information

	Amount Disbursed	Amount that Could Have Been Disbursed	
Title IV Grant Programs:			E. Total Title IV Disbursed for the Period
1. Pell Grant	<input type="text" value="2,775.00"/>	<input type="text"/>	A. <input type="text" value="2,775.00"/>
2. Academic Competitiveness Grant	<input type="text"/>	<input type="text"/>	+ B. <input type="text" value="6,727.00"/>
3. National SMART Grant	<input type="text"/>	<input type="text"/>	= E. <input type="text" value="9,502.00"/>
4. FSEOG	<input type="text"/>	<input type="text"/>	
5. TEACH Grant	<input type="text"/>	<input type="text"/>	
	A. <input type="text" value="2,775.00"/> <small>(sub-total)</small>	C. <input type="text" value="0.00"/> <small>(sub-total)</small>	F. Total Title IV grant aid disbursed and that could have been disbursed for the period
			A. <input type="text" value="2,775.00"/>
			+ C. <input type="text" value="0.00"/>
			= F. <input type="text" value="2,775.00"/>
Title IV Loan Programs:			G. Total Title IV aid disbursed and aid that could have been disbursed for the period
6. Unsubsidized FDLP / FFELP	<input type="text" value="2,985.00"/>	<input type="text"/>	A. <input type="text" value="2,775.00"/>
7. Subsidized FDLP / FFELP	<input type="text" value="1,742.00"/>	<input type="text"/>	B. <input type="text" value="6,727.00"/>
8. Perkins Loan	<input type="text"/>	<input type="text"/>	C. <input type="text" value="0.00"/>
9. PLUS FDLP / FFELP (Grad Student)	<input type="text"/>	<input type="text"/>	+ D. <input type="text" value="0.00"/>
10. PLUS FDLP / FFELP (Parent)	<input type="text" value="2,000.00"/>	<input type="text"/>	= G. <input type="text" value="9,502.00"/>
	B. <input type="text" value="6,727.00"/> <small>(sub-total)</small>	D. <input type="text" value="0.00"/> <small>(sub-total)</small>	

STEP 2: Percentage of Title IV Aid Earned

Last Day Attended:

H. Determine the percentage of the period completed:
 Divide the clock hours scheduled to have been completed as of the last day of attendance in the period by the total clock hours in the period.

$$\frac{271.00}{450.00} = 60.2\%$$

Hours scheduled to complete Total hour in period

- ▶ If this percentage is greater than 60%, enter 100% in Box H and proceed to Step 3.
 - ▶ If this percentage is less than or equal to 60%, enter that percentage in Box H and proceed to Step 3.
- H.**

STEP 3: Amount of Title IV Aid Earned by the Student

Multiply the percentage of Title IV aid earned (Box H) by the Total Title IV aid disbursed and that could have been disbursed for the period (Box G).

$$100.0\% \times 9,502.00 = 9,502.00$$

Box H Box G Box I

STEP 4: Title IV Aid to be Disbursed or Returned

- ▶ If the amount in Box I is greater than the amount in Box E, go to Post-withdrawal disbursement (Item J).
- ▶ If the amount in Box I is less than the amount in Box E, go to Title IV aid to be returned (Item K).
- ▶ If the amounts in Box I and Box E are equal, **STOP**. No further action is necessary.

J. Post-withdrawal disbursement
 From the amount of Title IV aid earned by the student (Box I) subtract the Total Title IV aid disbursed for the period (Box E). This is the amount of the post-withdrawal disbursement.

$$9,502.00 - 9,502.00 = 0.00$$

Box I Box E Box J

K. Title IV aid to be returned
 From the Total Title IV aid disbursed for the period (Box E) subtract the Amount of Title IV aid earned by the student (Box I). This is the amount of Title IV aid that must be returned.

$$9,502.00 - 9,502.00 = 0.00$$

Box E Box I Box K

STEP 5: Amount of Unearned Title IV Aid Due from the School

L. Institutional Charges for the Period.	Tuition	4,500.00
	Room	
	Board	
	Other	
	Other	
	Other	
Total Institutional Charges (Add all the charges together)		L. 4,500.00

M. Percentage of unearned Title IV aid
 $\frac{100.0\%}{\text{Box H}} - \frac{100.0\%}{\text{Box H}} = \frac{0.0\%}{\text{Box M}}$

N. Amount of unearned charges
 Multiply institutional charges for the period (Box L) by the Percentage of unearned Title IV aid (Box M).
 $\frac{4,500.00}{\text{Box L}} \times \frac{0.0\%}{\text{Box M}} = \frac{0.00}{\text{Box N}}$

O. Amount of school to return
 Compare the amount of Title IV aid to be returned (Box K) to Amount of unearned charges (Box N), and enter the lesser amount.
 O. 0.00

STEP 6: Return of Funds by the School

The school must return the unearned aid for which the school is responsible (Box O) by repaying funds to the following sources, in order, up to the total net amount disbursed for each source.

Title IV Programs	Amount for School to Return
1. Unsubsidized FDLP / FFELP	0.00
2. Subsidized FDLP / FFELP	0.00
3. Perkins Loan	0.00
4. PLUS FDLP / FFELP (Grad Student)	0.00
5. PLUS FDLP / FFELP (Parent)	0.00
Total loans the school must return = P.	0.00
6. Pell Grant	0.00
7. Academic Competitiveness Grant	0.00
8. National SMART Grant	0.00
9. FSEOG	0.00
10. TEACH Grant	0.00

STEP 7: Initial Amount of Unearned Title IV Aid Due from the Student

From the amount of Title IV aid to be returned (Box K) subtract the Amount for the school to return (Box O).

$\frac{0.00}{\text{Box K}} - \frac{0.00}{\text{Box O}} = \frac{0.00}{\text{Box Q}}$

► If Box Q is < or = zero, STOP. If > zero, go to Step 8.

STEP 8: Repayment of the Student's loans

From the Net loans disbursed to the student (Box B) subtract the Total loans the school must return (Box P) to find the amount of Title IV loans the student is still responsible for repaying (Box R).

These outstanding loans consist either of loan funds that student has earned, or unearned loan funds that the school is not responsible for repaying, or both; and they are repaid to the loan holders according to the terms of the borrower's promissory note.

$\frac{6,727.00}{\text{Box B}} - \frac{0.00}{\text{Box P}} = \frac{6,727.00}{\text{Box R}}$

- If Box Q is less than or equal to Box R, STOP. The only action a school must take is to notify the holders of the loans of the student's withdrawal date.
- If Box Q is greater than Box R, Proceed to Step 9.

STEP 9: Grant Funds to be Returned

S. Initial amount of Title IV grants for student to return
 From the initial amount of unearned Title IV aid due from the student (Box Q) subtract the amount of loans to be repaid by the student (Box R).

$\frac{0.00}{\text{Box Q}} - \frac{6,727.00}{\text{Box R}} = \frac{0.00}{\text{Box S}}$

T. Amount of Title IV grant protection
 Multiply the total of Title IV grant aid that was disbursed and that could have been disbursed for the period (Box F) by 50%.

$\frac{2,775.00}{\text{Box F}} - \frac{50.00\%}{\text{Box F}} = \frac{0.00}{\text{Box T}}$

U. Title IV grant
 From the initial amount of unearned Title IV aid due from the student (Box S) subtract the amount of loans to be repaid by the student (Box T).

$\frac{0.00}{\text{Box S}} - \frac{0.00}{\text{Box T}} = \frac{0.00}{\text{Box U}}$

- If Box U is less than or equal to zero, STOP. If not, go to step 10.

STEP 10: Return of Grants Funds by the Student

Except as noted below, the student must return the unearned grant funds for which he/she is responsible (Box U). The grant funds returned by the student are applied to the following sources in the order indicated, up to the total amount disbursed from that grant program minus any grant funds that school is responsible for returning to that program in Step 6.

Note that the student is not responsible for returning funds to any program to which the student owes \$50.00 or less.

Title IV Grant Programs:

Title IV Grant Programs:	Amount to Return
1. Pell Grant	0.00
2. Academic Competitiveness Grant	
3. National SMART Grant	
4. FSEOG	
5. TEACH Grant	

“STUDENT’S RIGHT TO CANCEL” INSTITUTIONAL REFUND/DROP POLICY

This is a state mandated policy following the Bureau for Private Postsecondary Education Code of Regulation 71750. This policy applies to all students and programs.

- 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, until the first day of class session or the seventh (7) calendar day of signing the enrollment contract, whichever is later. In this case all monies collected by the school shall be refunded except a non-refundable application fee. This policy applies regardless of whether or not the student has actually started training.
 - c. A student who cancels his/her contract after the seventh (7) calendar day of signing the contract but prior to entering classes is entitled to a refund of all monies paid to the school less an application fee of \$75.00.
 - d. A student notifies the institution of his/her official withdrawal in writing.
 - e. A student is expelled by the institution.
 - f. For official cancellations as defined in paragraphs b, c, d, or e, the cancellation date will be determined by the postmark on written notification at the following address: **Paul Mitchell The School Modesto**, 3100 McHenry Avenue Modesto, CA 95350, 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.
 - h. 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.
- ② You have the right to cancel your enrollment contract and obtain a refund of charges paid through attendance at the first class session, or the seventh (7) calendar day after enrollment, whichever is later. YOU MUST CANCEL IN WRITING. Students do not have the right to cancel by telephoning the school or by not coming to class.
- 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 after seven (7) calendar days of signing the enrollment contract, but prior to entering classes, 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 For students who terminate prior to completion, an administration fee in the amount of \$100.00 will be assessed.
- ⑩ A student's account may be sent to collections for nonpayment.
- ⑪ If an institution closes or discontinues a program prior to the completion of the contracted services, the institution shall provide a pro-rata refund only if the Bureau determines the school made provisions for students enrolled at the time of default to complete a comparable educational program at another institution at no additional charge to the student beyond the amount of the total charges in the original enrollment agreement. If the institution does not make that provision, the institution shall provide students a full refund of all institutional charges.
- ⑫ A student is entitled to a refund of moneys not paid from federal student financial aid program funds.

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 non-federal 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 refund to which the person is entitled to reduce the balance owed on the loan.
- ② You may not be eligible for any other federal student financial aid at another institution or other government assistance until 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.

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

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

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

Step 2: Subtract the registration/application fee not to exceed \$250.00.

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

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

Tuition amount	10%	25%	50%	60%	61%-100%
\$18,000.00	\$1,800.00	\$4,500.00	\$9,000.00	\$10,800.00	\$18,000.00

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	10%	25%	50%	60%	61%-100%
\$16,875.00	\$1,687.50	\$4,218.75	\$8,437.50	\$10,125.00	\$16,875.00

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

Tuition amount	10%	25%	50%	60%	61%-100%
\$8,121.00	\$812.10	\$2,030.25	\$4,060.50	\$4,872.60	\$8,121.00

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

Tuition amount	10%	25%	50%	60%	61%-100%
\$7,500.00	\$750.00	\$1,875.00	\$3,750.00	\$4,500.00	\$7,500.00

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

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

REMEMBER, YOU MUST CANCEL IN WRITING. You do not have the right to cancel by telephoning the school or failing to attend classes. If you have any complaints, questions, or problems that you cannot resolve with the school, write or call the Bureau for Private Postsecondary Education at 1747 N. Market Blvd. Suite 225, Sacramento, CA 95834, www.bppe.ca.gov, toll-free telephone (888) 370-7589, or by fax (916) 263-1897.

STUDENT FINANCIAL AID RELEASE

The undersigned agrees that **Paul Mitchell The School Modesto** 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.

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)).

CREDIT BALANCE POLICY

If Title IV disbursements result in a credit balance on the student's account, the Financial Aid office will notify the student. The student has the option to have the school hold the credit balance and can complete an authorization for the school to hold the funds by obtaining an authorization form from the Financial Aid Department. If the student does not want the school to hold their funds, all credit balance disbursements and refunds due to funding source will be processed within 14 days of the credit balance appearing on the student account. Regardless of the chosen option the school will clear all credit balances on a student account by the end of the award year.

POLICY FOR VERIFICATION OF TITLE IV FUNDING

The school has policies and procedures that it follows for verification of Title IV funding. Verification is a requirement by the U.S. Department of Education. Students are randomly selected to provide additional information. The school provides students with a verification form so they can collect the necessary information. The school gives the student a 30-day deadline to return the form to the financial office with verification items attached. If verification documents are not submitted by the due date, the student will be placed on a monthly cash pay status until verification is completed. The corporate office sends to the school a change in EFC form for students to sign if their EFC changes. FAME handles our student overpayments and alerts the school so it can make changes to the award packet, which is reported to Common Origination and Disbursement (COD) for the Department of Education.

SPECIAL PROVISIONS FOR BOOKS AND SUPPLIES

In order to academically succeed in a program, a Federal Pell Grant student must have the ability to purchase books and supplies at the beginning of the academic period. By the seventh day of a payment period, the school will provide a way for a student who is eligible for a Federal Pell Grant to obtain or purchase the books and supplies required for the payment period if:

- ① Ten days before the beginning of the payment period, the school could have disbursed FSA funds to the student; and
- ② 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.

MAKE UP WORK

Students must complete all required assignments and tests. To accommodate students, make up test days and worksheet periods are scheduled. Students must complete make up work at this scheduled make up time. The theory test learning leader is to set these dates and announce them to the future professionals weekly.

VETERANS BENEFITS SATISFACTORY ACADEMIC PROGRESS POLICY

Students certified to receive veteran benefits whose grade point average (GPA) falls below 70% and 80% attendance for students scheduled hours will be placed on probation and reported to the VA. Failure for students to achieve the minimum cumulative GPA of 70% and a cumulative rate of attendance of 80% after two consecutive terms on probation will have their veteran benefits interrupted.

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.* The school will develop an academic and/or attendance plan to address the specific needs of those students who fail to meet the academic and/or attendance requirements at specific SAP evaluation points. 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 resulted in a status of Financial Aid Probation.

COMPLETION OF COURSE WITHIN DESIGNATED PERIOD OF TIME

Cosmetology, Esthetics, Manicuring, and Barbering Schedule:

5-Day Full Time	Tuesday - Saturday	9:00 AM to 4:30 PM	7 hrs per day	35 hrs per week
Nights Part Time	Monday-Friday	5:00 PM to 10:00 PM	5 hrs per day	25 hours per week

Information regarding other course schedules is available upon inquiry.

The state of California requires 1600 clock hours for the cosmetologist 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 46 weeks for a full-time 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 43 weeks for a 5-day full-time student and 75 weeks for a part-time student.

The state of California requires 600 hours for the esthetician 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 17 weeks for a full-time student and 24 weeks for a part-time student.

The state of California requires 400 hours for the manicuring course; however the school is approved for 600 hours. 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 17 weeks for a full-time student and 30 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	MAXIMUM %
Cosmetologist- Full Time	46 Weeks	57 Weeks	125%
Cosmetologist- Part Time	64 Weeks	80 Weeks	125%
Barbering - Full Time	43 Weeks	54 Weeks	125%
Barbering - Part Time	75 Weeks	94 Weeks	125%
Esthetician- Full Time	17 Weeks	21 Weeks	125%
Esthetician- Part Time	24 Weeks	30 Weeks	125%
Manicuring (600)- Full Time	17 Weeks	21 Weeks	125%
Manicuring (600)- Part Time	30 Weeks	38 Weeks	125%

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 and will be terminated from the program. Students who exceed the maximum time frame will be permitted to re-enroll in the program on a cash-pay basis. Whether a student pays out of pocket or receives Title IV Financial aid all hours attempted and completes are considered part of the Satisfactory Academic Progress calculation.

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 can be granted in cases of emergency or medical problems with doctor notification, which cause attendance to be impossible or impractical. 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.

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

- 1 Complete and sign the school's Leave of Absence Request Form, unless unforeseen circumstances prevent the student from doing so.
- 2 Must state the reason for the Leave of Absence (LOA) request.
- 3 Be approved by the School's Future Professional Advisor and Financial Aid Leader.
- 4 Leaves must be a minimum of 14 days and must not exceed a total of 180 days in a 12-month period.

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. 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. 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 special circumstances, the school may grant a leave of absence to a student in the case of an emergency, such as a car accident or other medical issue that would prevent the student from requesting the leave of absence prior to the incident occurring. In these cases, the school will collect the request form from the student at a later date and document the reason for the granting of the leave after the incident has occurred. The beginning date of the leave of absence will be based on the first date it has been determined that the student cannot come to class due to the accident or medical situation.

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.

Changes to the contract period on the enrollment agreement must be initialed by all parties or an addendum must be signed and dated by all parties to reflect the new contract end date.

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.

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.

MAJORS, DEGREES, SECOND DEGREE, OR SUMMER TERMS

Majors, degrees, second degrees, or summer terms does not apply to Paul Mitchell The School Modesto.

EVALUATION PROCEDURES AND REQUIRED LEVEL OF ACHIEVEMENT

Formal Satisfactory Progress Evaluations in both attendance and academics will occur when students reach:

Program Name	1st SAP Evaluation	2nd SAP Evaluation	3rd SAP evaluation
Cosmetology (25 hour schedule)	450 actual hours and 18 weeks	900 actual hours and 36 weeks	1250 actual hours and 50 weeks
Cosmetology (35 hour schedule)	450 actual hours and 13 weeks	900 actual hours and 26 weeks	1250 actual hours and 36 weeks
Barbering (25 hour schedule)	450 actual hours and 18 weeks	900 actual hours and 36 weeks	1200 actual hours and 48 weeks
Barbering (35 hour schedule)	450 actual hours and 13 weeks	900 actual hours and 26 weeks	1200 actual hours and 35 weeks
Esthetics (25 hour schedule)	300 actual hours and 12 weeks		
Esthetics (35 hour schedule)	300 actual hours and 9 weeks		
Manicuring (25 hour schedule)	300 actual hours and 12 weeks		
Manicuring (35 hour schedule)	300 actual hours and 9 weeks		

The first evaluation will occur no later than the midpoint of the academic year. The SAP evaluations are printed within 7 days of the student reaching the evaluation points.

The following grading system is used to evaluate a student's academic ability:

- ① Examinations are given in all subjects.
- ② Satisfactory Academic Progress Evaluations are reviewed and signed by the student and maintained in the student's financial file. The Satisfactory Academic Progress Evaluation will reflect if the student's 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.

**The school uses a 900-hour academic year for Title IV purposes.*

TRANSFER HOURS

Transfer hours accepted by the school are applied to the total number of hours necessary to complete the program and are considered both attempted and completed hours for the purpose of determining when the allowable maximum time frame has been exhausted. Satisfactory Academic Progress evaluation periods are based on scheduled contracted hours at the institution. For transfer students attending less than a full academic year, an evaluation will be done at the midpoint of the actual hours.

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.

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 or the institution develops an academic plan for the student that, if followed, will ensure that the student is able to meet the institution's satisfactory academic progress requirements by a specific point within the maximum time frame established for the individual student. 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.

APPEAL PROCEDURE

A student may appeal the Financial Aid ineligible decision if he/she has a reason for not making satisfactory progress and if he/she can document that the circumstances that caused the unsatisfactory academic progress determination have in some way changed and that satisfactory academic progress standard can be met by the end of the next evaluation period. A student has five (5) calendar days from the date of notification that they are not meeting the second consecutive satisfactory progress determination to appeal the unsatisfactory academic progress determination. The student must submit a written appeal to the school's financial aid office on the designated schools Appeal Form describing why they failed to meet satisfactory academic progress standards, along with supporting documentation of the reasons why the determination should be reversed. This information should include what has changed about the student's situation that will allow them to achieve satisfactory academic progress by the next evaluation point.

The reasons for which a student may appeal a negative progress determination include death of a relative, an injury or illness of the student, or any other allowable special or mitigating circumstances.

The Appeal documents will be reviewed and a decision will be made and reported to the student within 30 calendar days. The appeal and decision documents will be retained in the student's file. If the student prevails upon appeal, the satisfactory academic progress determination will be reversed and federal financial aid will be reinstated, if applicable.

If the appeal is granted the student will be placed on Financial Aid Probation for one evaluation period. If the student has not met academic and/or attendance requirements for two (2) consecutive evaluation periods, for example 450 to 900 actual hours evaluations; 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:

- 1 Review their education records,
- 2 Seek to amend inaccurate information in their records, and
- 3 Provide consent for the disclosure of their records.

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

General Release of Information

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

- 1 State the purpose of the disclosure,
- 2 Specify the records that may be disclosed,
- 3 Identify the party or class of parties to whom the disclosure may be made, and
- 4 Be signed and dated.

FERPA Disclosures to Parents

While the rights under FERPA have transferred from a student's parents to the student when the student attends a postsecondary institution, FERPA does permit a school to disclose a student's education records to his or her parents if the student is a dependent student under IRS rules.

Note that the IRS definition of a dependent is quite different from that of a dependent student for Financial Student Aid (FSA) purposes. For IRS purposes, students are dependent if they are listed as dependents on their parent's income tax returns. (If the student is a dependent as defined by the IRS, disclosure may be made to either parent, regardless of which parent claims the student as a dependent.)

A school may disclose information from a student's education records to parents in the case of a health or safety emergency that involves the student.

A school may let parents of students under age 21 know when the student has violated any law or policy concerning the use or possession of alcohol or a controlled substance.

A school official may share with parents information that is based on that official's personal knowledge or observation and that is not based on information contained in an education record.

Release of Information to Regulatory Agencies

Disclosures may be made to authorized representatives of the U.S. Department of Education for audit, evaluation, and enforcement purposes. "Authorized representatives" include employees of the Department, such as employees of the Office of Federal Student Aid, the Office of Postsecondary Education, the Office for Civil Rights, and the National Center for Education Statistics, as well as firms 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 Modesto 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 Modesto 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 six (6) 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 and 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 Modesto 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. NACCAS requires schools to list the outcome rates also by program. If you have any questions regarding our outcome rates, please see our Admissions Team for assistance.

Paul Mitchell The School Modesto NACCAS performance statistics for the calendar year 2018:

Graduation	Placement	Licensure
81.20%	65.28%	95.36%

Cosmetologist Program:

Graduation	Placement	Licensure
70.91%	67.95%	88.89%

Esthetician Program:

Graduation	Placement	Licensure
93.33%	62.5%	100%

Barbering Program:

Graduation	Placement	Licensure
73.53%	80%	86.67%

Manicuring Program:

Graduation	Placement	Licensure
83.33%	40%	100%

NACCAS' 2018 Annual Report is derived from a single cohort of students – those scheduled to graduate in 2018. NACCAS' graduation, placement and licensure definitions are described below:

Graduation: Based on all students scheduled to graduate from the program in 2018. 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, 2019. A student in the licensure cohort may count as a "pass" if they pass all required portions of the examination prior to November 30, 2019.

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, 2019. Students may be excluded from the calculation if they fall into one of the categories listed. In 2018, 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 cosmetologist, barbering, esthetician, or manicuring programs 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.

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

2016 Graduation
76%

Paul Mitchell The School Modesto 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.

BUREAU FOR PRIVATE POSTSECONDARY EDUCATION RATES

Paul Mitchell The School Modesto Cosmetologist performance statistics for the calendar year 2017:

Completion (100%)	Licensure	Placement
68.38%	82%	60.2%

Completion (150%)
68%

Paul Mitchell The School Modesto Barbering performance statistics for the calendar year 2017:

Completion (100%)	Licensure	Placement
67%	77%	68%

Completion (150%)
100%

Paul Mitchell The School Modesto Esthetician performance statistics for the calendar year 2017:

Completion (100%)	Licensure	Placement
95%	91%	66%

Completion (150%)
77%

Paul Mitchell The School Modesto Manicuring performance statistics for the calendar year 2017:

Completion (100%)	Licensure	Placement
100%	100%	100%

Completion (150%)
100%

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.

STUDENT PROFESSIONAL DEVELOPMENT GUIDELINES

The following are a list of guidelines that all students must commit to and follow during their enrollment at **Paul Mitchell The School Modesto** the guidelines were established to assist in creating a safe, focused and enjoyable learning experience.

Attendance and Documentation of Time

- ❶ **Paul Mitchell The School Modesto** records attendance in clock hours and gives appropriate attendance credit for all hours attended or does not add or deduct attendance hours as a penalty. Attendance is calculated using a computerized time clock and it rounds hours to the nearest quarter hour. If a student fails to clock in or out for their schedule on the student time clock, 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 **Paul Mitchell The School Modesto** is open from 9:00 a.m. to 4:30 p.m. for day students and 5:00 to 10:00 p.m. for night students. All courses require continuous attendance.
- ❸ Students cannot miss more than three days while in Core as this is a vital time to learn the fundamentals.
- ❹ The prescribed attendance schedule must be maintained each week. Alternate schedules are available to those students that qualify. Full-time students may not miss Saturdays and Part-time student may not miss Mondays or Fridays these days are mandatory and students will receive a write up, unless student has mitigating circumstances.
- ❺ Students must be on time, as tardiness inhibits the learning process. Students who are late for theory, a specialty class or a guest artist class may attend the class, but must be accompanied into the classroom by a learning leader. Students are never excused from mandatory theory class to work in the clinic classroom.
- ❻ During the enrollment contract period, the student is allowed to miss 160 (cosmetologist), 150 (barbering), and 60 (esthetician and manicuring) hours before having to pay extra instructional charges. If the student's training goes beyond the contracted ending date for course completion, the student will be charged an additional \$13.00 (cosmetologist, esthetician, manicuring, and barbering) for each hour completed after the contract ending date. The student may use the 160 (cosmetologist), 150 (barbering), 60 (esthetician and manicuring) 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.*
- ❼ If a student anticipates that they will be tardy or that they cannot attend School, they must contact the School and talk to the School receptionist immediately. Day students must call in by 9:00 a.m. Night students must call in by 1:30 p.m.
- ❽ Students must request time off from School from the Operations Leader.
- ❾ Students are required to be in attendance a minimum of: 7 hours per day, 35 hours per week for the full-time schedule and 5 hours per day, 25 hours per week for part-time students. Holidays, such as Memorial Day, Labor Day, Thanksgiving, Christmas and New Year's Day, will be set according to the calendar each year.
- ❿ Lunches and breaks are scheduled for all students. Day students will take a 30-minute lunch between 12:00 noon and 1:30 p.m., if possible, according to their booking. Students should communicate with their Learning Leader if they have not had lunch by 2:00 p.m.

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

Student Schedule	Breaks	Lunch
7 hr/day	10 min. in the morning & 10 min in the afternoon	30 min.
5 hr/day	(2)10 mins	n/a

11 Documentation of Time

Students may not leave the School premises during regular hours without the permission of a Learning Leader. Students who will be leaving the School premises for more than 10 minutes or leaving early must document their time by:

- a. Clocking out on the time clock.
- b. Signing the sign-out sheet.
- c. Having a Learning Leader book them out.

- 12 If it is less than 10 minutes, the student must sign out on the sign-out sheet.
- 13 Day students must check out for lunch for 30 minutes every day.
- 14 Students will not receive credit for the hour if he/she fails to clock in/out.
- 15 Students may not clock in or out for another student.
- 16 Students must keep a record of all services each day on the service tracking sheet. The “service tracking 1 sheet” must be completed daily and turned in every month.
- 17 Because of the potentially serious financial implications for the student of exceeding the limits on allowable hours, no student may continue to attend the School after reaching their maximum hours without written permission of the Financial Aid Leader.

Professional Image

All Future Professionals must adhere to the following professional dress code while in attendance:

- ① Future Professionals may wear black or grey in any combination.
- ② Phase Two may wear black, grey or white in any combination.
- ③ Phase Two may wear colored shoes.
- ④ Clothing must be professional, clean, and free of rips, tears or holes.
- ⑤ Shoes should be black, cover the toes, professional and can have minimal white.
- ⑥ Hair must be clean and styled prior to arriving at school.
- ⑦ Esthetic students must have hair pulled back while on the clinic floor.
- ⑧ Estheticians are not allowed to wear artificial nails. Nails must be trimmed and manicured for patron protection.
- ⑨ Cosmetologist nails must be manicured and trimmed for patron protection, cannot be excessive in length.
- ⑩ Any cosmetics should be applied prior to arriving to school.
- ⑪ Tights or leggings should be black and worn with skirts or dresses that fall above the knees for all Future Professionals.
- ⑫ Name tags as provided by the school all Future Professionals are required to wear a name tag while in attendance.
- ⑬ The following is a list of acceptable dress:
 - a. Stylish hats, scarves, and stylish head wraps can be worn.
 - b. Clothing made of jean material if they are black or grey of color.
 - c. Sweatshirts, printed t-shirts, hooded sweatshirts and or jackets with the Paul Mitchell logo, school logo, or beauty industry logo.
 - d. Skirts and shorts must fall no more than an inch above the knee.
- ⑭ The following is a list of unacceptable dress for all Future Professionals in attendance:
 - a. Foot thongs, beach sandals, "Spike" heels, or backless shoes.
 - b. Tank tops, spaghetti string tops, or belly shirts.
 - c. Sweatpants or leggings worn as pants.
 - d. Hooded sweatshirts and printed t-shirts other than with the Paul Mitchell logo, the school logo, or beauty industry logo.
 - e. Shorts and/or skirts that fall more than an inch above the knee when standing.
 - f. Baseball hats, visors, bandannas, caps, beanie's, or do-rags.
 - g. Spandex or biking shorts.
 - h. Headphones, head gear, and/or earphones.
 - i. Sunglasses.
 - j. Exposed cleavage, buttocks, waist, armpits, or undergarments.
 - k. Blouses with holes that expose the shoulders and/or arms.

Future Professionals who fail to comply with the Future Professional dress code may be coached and may receive an advisory.

Sanitation and Personal Services (remove d, below is what it should now say)

- ① Future Professionals must keep workstations and classroom areas clean, sanitary, and clutter-free at all times.
- ② Future Professionals must clean their stations on the clinic classroom, including the floor, after each service.
- ③ Hair must be swept up immediately after a service is completed, before blow-drying.
- ④ Clinic stations must be cleaned at the end of the day, prior to clocking out for the day.
- ⑤ Future Professionals may receive services on Tuesday through Thursday. To receive a service, students must do the following prior to starting the service:
 - a. Notify a Learning Leader.
 - b. Be scheduled off the service books by a Learning Leader.
 - c. Pay for service supplies including perms, color, lightener, rinses, conditioning, treatments, manicures, nails, etc.
 - d. Personal services are considered rewards and scheduled for Future Professionals who are up to date with all practicals, exams, and clinic practical worksheets. School assignments and successful learning are the priority.

Communication Guidelines and Professional Conduct

- ① Visitors are allowed in the service reception area only. Visitors are not allowed in the classrooms, student lounge, or clinic classroom 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 permitted in assigned areas of the school.
- ④ Future Professionals may not visit with another Future Professional who is servicing a service guest.
- ⑤ Future Professionals may not gather around the service desk, service reception area, or offices.
- ⑥ Food, drinks, and water bottles are allowed only in the lunchroom.
- ⑦ The school is a smoke-free campus.
- ⑧ Stealing or taking school property or another's personal property is unacceptable and grounds for termination.
- ⑨ School administration has the right to access and inspect a Future Professionals locker at any time, refer to the locker policy.

Learning Participation Guidelines

- ① Peer teaching and tutoring are encouraged. Taking credit for another's work or cheating during exams is unacceptable and is grounds for termination.
- ② Future Professionals will be expected to maintain an average of 70% on all theory tests and assignments.
- ③ Future Professionals may not be released from required theory class to take a client.
- ④ Only service desk personnel may schedule or change client service appointments.
- ⑤ All services must be checked and the service ticket initialed by a Learning Leader.
- ⑥ Future Professionals are expected to be continuously working on school-related projects, assignments, clinic practical worksheets, reading theory, or test preparation during school hours.
- ⑦ Future Professionals will receive clock hours during the times they fully participate in their learning experience.
- ⑧ When Future Professionals are not scheduled with service appointments or are not scheduled to attend theory or a specialty class, they may focus on the following:
 - a. Completion of clinic practical worksheets
 - b. Completion of theory review worksheets
 - c. Performing a service on another Future Professional
 - d. Listening to or reading school resource center materials, including educational videos, audiotapes, and books
- ⑨ Future Professionals must comply with school personnel and Learning Leader's assignments and requests as required by the curriculum and Future Professional guidelines and rules.
- ⑩ Future Professionals may not perform hair, skin, barber or nail services outside of school unless authorized to do so by school administration. Conducting unauthorized hair, skin, barber 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 Future Professionals are responsible for their own kit and equipment and may use a clinic station drawer only while working at that clinic station. All kit, equipment, tools, and personal items must be secured in the Future Professionals assigned locker. The school 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 clinic practical worksheets are due on the assigned day of each month by the end of the school day.
- ⑭ If a Future Professional fails to complete a worksheet 100%, the Future Professional will be placed on the Back on Track list and will remain on the list until the following month.
- ⑮ If a Future Professionals fails to pass the Core written and/or practical exam on their second attempt, they may be asked to withdraw from the program and re-start in the next Core class start date.
- ⑯ Theory Class: The school requires a Future Professional to complete all theory hours as part of their graduation requirements. Refer to the graduation requirements.

LOCKER POLICY

Purpose — **Paul Mitchell The School Modesto** makes lockers available to students to facilitate the daily storage of their learning materials and items related to their studies. **Paul Mitchell The School Modesto** manages lockers to ensure responsible use of property and for the health and safety of individuals.

Agreement — **Paul Mitchell The School Modesto** establishes rules, guidelines and procedures to ensure responsible use and to control the contents of its lockers. By utilizing **Paul Mitchell The School Modesto's** lockers, students acknowledge and agree that locker use is a privilege and subject to immediate termination without notice and to such rules, guidelines and procedures established by **Paul Mitchell The School Modesto** from time to time, at its discretion.

Guidelines

- ❶ Lockers will be issued to all students during Core. A locker number will be provided during Core. Assigned lockers may not be traded or changed unless approved by the school's administration.
- ❷ Locker assignments are valid from the beginning of enrollment until the day of graduation or withdrawal. At that time, all locker contents must be removed. After that time, any lockers that have not yet been vacated will be emptied, and the contents stored for 60 days, at which time they become the property of the school.
- ❸ Lockers are for individual use only and are not to be shared. Locker content is the sole responsibility of the registered occupant of the locker. To reduce the risk of theft, students are encouraged to keep their lockers locked. Students should not store money, wallets, jewelry, credit or debit cards, or any other personal item of high value.
- ❹ **Paul Mitchell The School Modesto** is not in any way responsible for a locker's contents or liable for the loss of or damage to items stored in lockers. Students are required to maintain their locker's interior and exterior in a clean, neat and undamaged condition. Marking, defacing or graffiti on lockers is not acceptable.
- ❺ No person shall store in a locker: weapons of any kind, explosives, prohibited drugs, illegal or illicit items or substances or other items deemed by **Paul Mitchell The School Modesto** to be harmful, offensive or inappropriate.
- ❻ **Paul Mitchell The School Modesto** may in its sole discretion carry out or authorize searches/inspections for any reason. The following is a partial listing of examples of when **Paul Mitchell The School Modesto** will exercise its discretion without notice:
 - a. Locker abandonment.
 - b. Suspected contents that may be illegal, illicit or deemed by the school to be harmful, offensive or inappropriate.
 - c. At the request of or generally in cooperation with law enforcement authorities.
 - d. Investigative purposes related to suspected or alleged criminal, illegal, or inappropriate activities.
 - e. Risk to the general good of the school.
 - f. Risk to the general good of the student or student population.
 - g. Unregistered locker.
 - h. Physical damage to or defacing of the locker.
 - i. Odors (spoiled/rancid food, garbage or smelly contents).
 - j. Locker maintenance.
- ❼ **Paul Mitchell The School Modesto** works with the local law enforcement authorities and maintains the right in the school's sole discretion to allow law enforcement to carry out specific and random searches/inspections of locker contents. Such searches/inspections may be carried out with or without notice to or in the presence of the locker's occupant. Such police activity may include but is not limited to: random drug or weapon searches of lockers, backpacks, book bags, brief cases, containers, jackets and winter coats.

COACHING AND CORRECTIVE ACTION

Part of each student's learning experience includes fine-tuning and mastering the skills and behaviors of a salon professional. The School Team will coach all students to correct noncompliance or destructive behavior. The following are a list of actions that may be expected for non-compliance:

- ① **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.
- ② **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.
- ③ **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.
- ④ **Communication Guidelines and Professional Conduct:** It is **Paul Mitchell The School Modesto'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.
- ⑤ **Learning Participation Guidelines:** The learning participation guidelines have been established to provide a creative, fun, interactive, and collaborative learning environment that empowers students to act as "future salon professionals" and committed learners. Positive behavior is required to create a mutually beneficial learning environment for all students. Students who fail to meet the guidelines and create challenges for other students or staff may be released from school, suspended, or terminated.

Corrective Action Steps

Once a student has received five (5) coaching sessions, the student may be suspended from school for five (5) days. Suspended students may only be readmitted to school upon paying the administrative termination fee. If a student receives two (2) more coaching sessions after readmission from a five (5) day suspension, the student's attendance may be permanently terminated. A student may be terminated without prior coaching sessions for improper and/ or immoral conduct. Refer to the school Future Professional Advisory.

When monitoring students for unofficial withdrawals, the school is required to count any days that a student was out of school on suspension as a part of the 14 consecutive days of non-attendance used to determine whether the student will be returning to school.

We believe in providing a quality environment with an exceptional educational program. This framework gives everyone the opportunity to enjoy the experience! The entire staff appreciates the students' respect of these guidelines.

POLICIES AND PROCEDURES FOR STUDENTS WITH DISABILITIES

- ① **Accommodation Procedures for Students with Disabilities**
- ② **Grievance Procedures for Students who have Complaints on the Basis of Disability**

① **Accommodation Procedures for Students with Disabilities**

Non-Discrimination Policy — It is the policy of **Paul Mitchell The School Modesto** 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 Modesto** 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 Modesto** 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 Modesto to permit students with disabilities to use service dogs on each campus.

The person responsible for implementing these responsibilities at **Paul Mitchell The School Modesto** Campus is: Melissa Herrera; ADA Compliance Coordinator; 3100 McHenry Avenue, Modesto, CA 95350; (209) 577-0644; melissah@modesto.paulmitchell.ed.

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 Modesto 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 Rosemary Safavi; Owner; 3100 McHenry Avenue, Modesto, CA 95350; (209) 577-0644; rosemarys@modesto.paulmitchell.edu. 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 Modesto 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 Rosemary Safavi; Owner; 3100 McHenry Avenue, Modesto, CA 95350; (209) 577-0644; rosemarys@modesto.paulmitchell.edu.

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 Rosemary Safavi, 3100 McHenry Avenue, Modesto, CA 95350; (209) 577-0644; rosemarys@modesto.paulmitchell.edu. 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 Modesto 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 the mandatory sexual harassment and prevention training upon starting in school and again in January of each year. The school's policy prohibits harassment or discrimination based on race, religion, creed, color, national origin, ancestry, sex (including pregnancy, childbirth, or related medical conditions), military or veteran status, physical or mental disability, medical condition, marital status, age, sexual orientation, gender, gender identity or expression, genetic information, or any other basis protected by the federal, state, or local law. Additionally, in accordance with Title IX of the Education Amendments of 1972, the school prohibits discrimination based on sex, which includes sexual harassment and sexual violence, and the school has jurisdiction over the investigation of Title IX complaints.

Title IX applies to all of the school's educational programs or activities, whether such programs or activities occur on-campus or at an off-campus events. The school's anti-harassment and discrimination policy applies to all persons involved in the operation of the school and prohibits unlawful harassment and discrimination by any employee of the school, as well as students, customers or service guests, third parties, vendors, or anyone who does business with the school. It further extends to prohibit unlawful harassment by or against students.

Any employee, student, or contract worker who violates this policy will be subject to disciplinary action. To the extent a customer or service guest, vendor, or other person with whom the school does business engages in unlawful harassment or discrimination, the school will take appropriate corrective action. The grievance procedure will provide that grievances may be filed about discrimination in any academic, educational, extracurricular, athletic, or other programs operated or sponsored by, or related to, the school, whether the programs take place on the campus of the school, during a school-sponsored field trip, or during other off-campus events.

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

Definitions Regarding Sex Discrimination

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

Domestic violence the definition of "domestic violence" includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

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

- Treating a person differently in determining whether he or she satisfies any requirement or condition for the provision of an aid, benefit, or service.
- Providing different aid, benefits, or services, or providing aid, benefits, or services in a different manner.
- Denying any person an aid, benefit, or service.
- Subjecting any person to separate or different rules of behavior, sanctions, or other treatment in providing an aid, benefit, or service.
- Aiding or perpetuating 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.
- Otherwise limiting any person in the enjoyment of any right, privilege, advantage, or opportunity.

Sexual harassment is defined as conduct on the basis of sex that satisfies one or more of the following:

- ① An employee of the school conditioning the provision of an aid, benefit, or service of the school on an individual's participation in unwelcome sexual conduct;
- ② Unwelcome conduct determined by a **reasonable person** to be so severe, pervasive, **and** objectively offensive that it effectively denies a person equal access to the recipient's **education program or activity**; or
- ③ "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30). The federal definitions identified in this paragraph are included as a part of the school's policy.

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.

Stalking is defined as engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others; or suffer substantial emotional distress.

General Definitions

Actual knowledge means notice of sexual harassment or allegations of sexual harassment to a recipient's Title IX Coordinator or any official of the recipient who has authority to institute corrective measures on behalf of the recipient.

Campus is defined as any building or property owned or controlled by an institution of higher education within the same reasonably contiguous geographic area of the institution and used by the institution in direct support of, or in a manner related to, the institution's educational purposes, including residence halls; and property within the same reasonably contiguous geographic area of the institution that is owned by the institution but controlled by another person, is used by students, and supports institutional purposes (such as a food or other retail vendor). Education programs or activities that receive Federal financial assistance. Under the Final Rule, schools must respond when sexual harassment occurs in the school's education program or activity, against a person.

Complainant is defined as an individual who is alleged to be the victim of conduct that could constitute sexual harassment. Any third-party, as well as the complainant, may report sexual harassment. While parents and guardians do not become complainants (or respondents); however, the school recognizes the legal rights of parents and guardians to act on behalf of parties (including by filing formal complaints) in Title IX matters.

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.

Corrective measures are defined as actions taken to address a security breach or privacy violation, with the intent to counteract the breach or violation and reduce future risks. The school's owner and School Director are the school's designated officials who have the authority to institute corrective measures.

Formal complaint is defined as a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school investigate the allegation of sexual harassment.

Non-campus building or property is defined as any building or property owned or controlled by a student organization recognized by the institution; and any building or property (other than a branch campus) owned or controlled by an institution of higher education that is used in direct support of, or in relation to, the institution's educational purposes, is used by students, and is not within the same reasonably contiguous geographic area of the institution. Educational programs or activities, whether such programs or activities occur on-campus or off-campus. A school may address sexual harassment affecting its students or employees that falls outside Title IX's jurisdiction in any manner the school chooses, including providing supportive measures or pursuing discipline

Public property is defined as all public property that is within the same reasonably contiguous geographic area of the institution, such as a sidewalk, a street, other thoroughfare, or parking facility, and is adjacent to a facility owned or controlled by the institution if the facility is used by the institution in direct support of, or in a manner related to the institution's educational purposes.

Respondent is defined as an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Sexual assault is defined as an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation. 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).

Supportive measures are defined as individualized services reasonably available that are non-punitive, non-disciplinary, and not unreasonably burdensome to the other party while designed to ensure equal educational access, protect safety, or deter sexual harassment.

Rape Shield Protections limit or prohibit the use of evidence of a victim's past sexual history to undermine that victim's credibility. The purpose of rape shield laws is to protect victims from the emotional distress of being cross-examined about their sexual history on the witness stand. Evidence regarding the victim's reputation and evidence of past sexual behavior not related to the rape accusation at hand is prohibited.

Prohibited Conduct

Title IX protects students' rights to educational opportunities free from sex discrimination. This policy strictly prohibits sexual or other unlawful harassment or discrimination, as well as sexual violence, dating violence, domestic violence and stalking, as defined above. Sexual or other unlawful harassment or discrimination that includes any verbal, physical, or visual conduct, racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons 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 basis if:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's education or employment; An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct (quid pro quo);
- 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
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity. It creates a hostile or offensive environment, which means the alleged conduct is sufficiently serious to limit or deny a student or student's ability to participate or benefit from the student's education program.

Sexual harassment is conduct based on sex, whether directed toward 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.

Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by e-mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time, including during non-business hours, by using the telephone number or e-mail address, or by mail to the office address, listed below for the Title IX Coordinator. Only a complainant may file a formal complaint that initiates a Title IX grievance procedure.

If you believe that you have experienced or witnessed harassment or sexual violence, you need to notify 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, customer or service guest, or other person who does business with the school is exempt from the prohibitions in this policy. The school Director or Education Leader, if they are informed of a Title IX complaint will refer all harassment complaints to the Title IX coordinator. In order to facilitate the investigation, your complaint should include details of the incident or incidents, dates and times, names of the individuals involved, and names of any witnesses. A sex discrimination complaint should be filed within seven (7) days from the date of the alleged discriminatory incident in order for the school to take timely and appropriate action. All documentation pertaining to the complaint/grievance process will be confidential. The complaint/grievance once received will be maintained in the Title IX Coordinator's office, which has limited staff access.

All complaints involving a student, employee, contract worker, vendor, customer or service guest, or other person who does business with the school will be referred to the campus's Title IX Coordinator to begin the complaint process outline in this policy. The Title IX Coordinator is listed below and has the responsibility of Intake reports and complaints, initiating the formal complaint process, and providing supportive measures to both the complainant and respondent.

If the school has actual knowledge of sexual harassment in an educational program or activity at the school, against a person in the United States, they will respond promptly in a manner that is not deliberately indifferent. A school is considered deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

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:

Lauren Fitch
209-577-0644
3100 McHenry Ave.
Modesto, CA 95350
laurenf@modesto.paulmitchell.edu

The school ensures that its Title IX Coordinator(s), Investigator(s), Decision-Maker(s), and Informal Resolution Facilitator(s) have adequate training on what constitutes sexual harassment, including sexual violence, dating violence, domestic violence, sex discrimination, and stalking, and that they understand how the school's grievance procedures operate. Please refer to the end of this policy for a listing of the various roles of individuals involved in the Title IX process, their responsibilities, and training requirements.

Reporters

We encourage all individuals who have a Title IX complaint to meet with the Title IX Coordinator to begin the formal grievance process. If the school Director or Education Leader, who are not Title IX Coordinators, are informed of a Title IX complaint they must notify the Title IX Coordinator of the complaint immediately, as long as they have the Complainant's consent that they can report the incident to the Title IX Coordinator. These are the only school employees that a complainant may discuss Title IX allegations with that are required under the school's policy to be obligated to inform the Title IX Coordinator of information that they received, as long as the Complainant grants that authority. Once any of these reports are notified of complaint allegations the notice triggers the start of the complaint process by the Title IX Coordinator.

Formal Complaint

A “formal complaint” is defined as a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the school. A formal complaint may be filed with the school’s Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information located in the school’s policy. The phrase “document filed by a complainant” means a document or electronic submission that contains the complainant’s physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint.

The Title IX Coordinator will meet with the complainant to explain the process of filing a formal complaint. The complainant must be the alleged victim unless the parent or legal guardian has a legal right to act on their behalf. Anyone may report a Title IX violation; however, only a complainant may file a formal complaint that initiates a Title IX grievance procedure. The Title IX Coordinator will defer to the complainant’s wishes as to whether or not they want to file a formal complaint.

If the Title IX Coordinator is the one who signs and initiates a formal complaint, the Title IX Coordinator is not a complainant or a party during a grievance process and must comply with requirements for Title IX personnel to be free from conflicts of interest and bias.

The school’s Title IX Policy provides for a consistent, transparent grievance process for resolving formal complaints of sexual harassment. The school’s policy is required to treat complainants equitably by providing remedies any time a respondent is found responsible and treat respondents equitably by not imposing disciplinary sanctions without following the grievance process prescribed in the school’s policy. Any remedies, which are required to be provided to a complainant when a respondent is found responsible, will be designed to maintain the complainant’s equal access to education and may include the same individualized services described as supportive measures; however, any remedies imposed do not need to be non-disciplinary or non-punitive and need not avoid burdening the respondent.

Once a formal complaint has been filed, the school will provide a written notice to each of the parties involved, which will include a copy of the school’s written Grievance Process, a list of the allegations, including specific information regarding the allegations, and a notice that the parties have a right to an advisor. The advisor should not be a lawyer. If during the investigation additional allegations are investigated, then a new notice must be provided to the parties, which identifies the new issues.

Grievance Procedure

The school’s grievance procedures are designed to ensure that the Title IX complaint process is free from conflicts of interest and to treat everyone equally during the process, which requires Title IX personnel (Title IX Coordinators, Investigators, Decision-Makers, and people who facilitate any informal resolution process) to be free from conflicts of interest or bias for or against complainants or respondents. In order to accomplish this, we have put into place the following requirements.

- ① All Title IX personnel must include training on the definition of sexual harassment, the scope of the school’s education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.
- ② The school provides all decision-makers with training on any technology to be used at a live hearing. In addition, the school’s decision-makers and investigators receive training on issues of relevance, including how to apply the rape shield protections provided (only for complainants), prior to participating in any Title IX investigation.
- ③ The federal regulations governing Title IX allegations requires that there is a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process. The school may remove a respondent from the recipient’s educational program or activity on an emergency basis, provided that the school undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. In the case of a school employee, the school may place the individual on mandatory administrative leave.

- ④ All of the materials the school uses to train Title IX personnel are located on the school's website under the Required Disclosures section on the home page.
- ⑤ Once the hearing takes place, the Decision-Maker may take the following actions against the respondent: dismiss the complaint; place the individual on probation; suspend the individual; terminate the individual; require the individual to go to counseling; change the respondent's schedule; or require the individual to retake the Title IX training.
- ⑥ The school may provide the following remedies to a complainant: an escort; removal from shared classes; academic support services, such as tutoring; and medical or counseling services.
- ⑦ The school has chosen to use the preponderance of the evidence standard, for all formal complaints of sexual harassment (including where employees and faculty are respondents).
- ⑧ Upon completion of the Title IX process, either party may file an appeal of the decision. The school's appeal process is outlined below.
- ⑨ Throughout the grievance process the school will not use, rely on, or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.
- ⑩ All provisions, rules, or practices that are a part of the school's grievance process for handling formal complaints of sexual harassment apply equally to both parties.

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

The school will make appropriate referrals to law enforcement. The school will also notify complainants of the right to proceed with a criminal investigation and a Title IX complaint simultaneously. The school will not wait for the criminal investigation or criminal proceeding to be concluded before beginning its own investigation.

Investigation of Allegations

In response to all complaints, the school will ensure prompt and equitable resolution through a reliable and impartial investigation of the allegations, including the opportunity for both parties to present witnesses or other evidence. The school will follow its written grievance process before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. During this process the school will not restrict an individual's rights protected under the U.S. Constitution, including the First Amendment, Fifth Amendment, and Fourteenth Amendment, when complying with Title IX.

The federal regulations require a school to investigate sexual harassment allegations in any formal complaint, which can be filed by a complainant, or signed by a Title IX Coordinator. The regulations affirm that a complainant's wishes with respect to whether the school investigates should be respected unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the wishes of the complainant is not clearly unreasonable in light of the known circumstances.

If the allegations in a formal complaint do not meet the definition of sexual harassment, or did not occur in the school's education program or activity against a person in the United States, the school must dismiss such allegations for purposes of Title IX but may still address the allegations in any manner the school deems appropriate under the school's own code of conduct, which is published in the school's catalog. The school may also dismiss a complaint if: the complainant withdraws the complaint; if the respondent is no longer enrolled or employed at the school; or if circumstances prevent institution from being able to investigate the complaint allegations. In this case, each party needs to be notified that the complaint has been dismissed and the reasons why it has been dismissed.

The time necessary to conduct an investigation will vary based on complexity of the allegation but will generally be completed within sixty (60) days of receipt of the complaint, which includes appeals and informal resolutions, with an allowance for short-term and good cause delays or extensions of the time frame. If a complainant requests confidentiality, the school will take all reasonable steps to investigate and respond to the complaint consistent with the request. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the school will inform the complainant that its ability to respond may be limited.

The preponderance of the evidence standard will apply to investigations, meaning the school will evaluate whether it is more likely than not that the alleged conduct occurred.

During the investigation, the school will provide interim measures, as necessary, to protect the safety and well-being of students and/or employees involved and are designed to restore or preserve equal access to the education program or activity without unreasonably burdening the other party and to protect the safety of all parties, the school's educational environment, or deter sexual harassment.

The Title IX Coordinator will promptly contact the complainant confidentially to discuss the availability of supportive measures; consider the complainant's wishes with respect to supportive measures; inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and explain to the complainant the process for filing a formal complaint. The school will offer supportive measures, at no cost, to the person alleged to be the victim (referred to as the "complainant"), which may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures to help protect the alleged victim and deter sexual harassment. The respondent is also eligible for the same supportive measures that the complainant has available. The school will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the school to provide the supportive measures. The school's Title IX Coordinator is responsible for coordinating the effective implementation of all supportive measures that will be provided before sanctions in any grievance procedure are imposed.

The school will investigate the allegations in any formal complaint and send written notice to both parties (complainants and respondents) of the allegations upon receipt of a formal complaint. The Title IX Coordinator has the responsibility of investigating the complaint allegations; however, if it is in the best interest of the parties involved the school may choose another employee or hire a third-party to conduct the investigation.

During the grievance process, and when investigating the complaint allegations, the school will abide by the following procedures:

- ① The school will apply a presumption that the respondent is not responsible during the grievance process (presumption of innocence). The burden of gathering evidence and burden of proof is the responsibility of the school, not on the individual parties.
- ② The school will provide equal opportunity for the parties involved to present fact and expert witnesses and other inculpatory and exculpatory evidence. Witnesses cannot be anonymous.
- ③ The school will not restrict the ability of the parties to discuss the allegations or gather evidence (e.g., no "gag orders") to support their case.
- ④ Both parties to the complaint will have the same opportunity to select an advisor of the party's choice who may be, but need not be, an attorney.
- ⑤ The school as a part of the investigative process will send written notice of any investigative interviews, meetings, or hearings to both parties. Any interviews that occur can have both parties' advisors present.
- ⑥ The schools will send the parties, and their advisors, evidence directly related to the allegations, in electronic format or hard copy, with at least 10 days for the parties to inspect, review, and respond to the evidence provided.
- ⑦ The school will send the parties, and their advisors, an investigative report that fairly summarizes relevant evidence, in electronic format or hard copy, with at least 10 days for the parties to respond to the report.

- ⑧ The school will dismiss allegations of conduct that do not meet the definition of sexual harassment or did not occur in a school's educational program or activity against a person in the U.S. Such dismissal is only for Title IX purposes and does not preclude the school from addressing the conduct in any manner the school deems appropriate.
- ⑨ The school may, in their discretion, dismiss a formal complaint or allegations therein if the complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein, if the respondent is no longer enrolled or employed by the school, or if specific circumstances prevent the school from gathering sufficient evidence to reach a determination.
- ⑩ The school will give the parties written notice of a dismissal (mandatory or discretionary) and the reasons for the dismissal.
- ⑪ The school may, in their discretion, consolidate formal complaints where the allegations arise out of the same facts or circumstances, whether it is complaints against multiple respondents or by multiple complainants.
- ⑫ The school will protect the privacy of a party's medical, psychological, and similar treatment records by stating that the school cannot access or use such records unless the school obtains the party's voluntary, written consent to do so.

Live Hearings

The school's Title IX grievance process provides for a live hearing. If the complaint goes to a live hearing, then each party must have an advisor. The appointed Decision-Maker is the individual who will be conducting the hearing. The following conditions will apply for a live hearing:

- ① The Decision-Maker(s) must permit each party's advisor to ask the other party and any witnesses all relevant questions and follow-up questions, including those that challenge credibility.
- ② Cross-examination at the live hearing must be conducted directly, orally, and in real time by the party's advisor of choice and never by either the complainant or respondent personally.
- ③ At the request of either party, the school will provide for the entire live hearing (including cross-examination) to occur with the parties located in separate rooms with technology enabling the parties to see and hear each other.
- ④ Only relevant cross-examination and other questions may be asked of a party or witness. Before a complainant, respondent, or witness answers a cross-examination or other question, the Decision-Maker must first determine whether the question is relevant and explain to the party's advisor asking cross-examination questions any decision to exclude a question as not relevant.
- ⑤ The live hearing provides for the opportunity for all parties' advisors to examine and cross-examine witnesses, including challenging the credibility of witnesses. Hearsay statements and irrelevant information is are not permitted.
- ⑥ The school's process provides for rape shield protections for complainants deeming irrelevant questions and evidence about a complainant's prior sexual behavior unless offered to prove that someone other than the respondent committed the alleged misconduct or offered to prove consent.
- ⑦ If either party does not have an advisor present at the live hearing, the school will provide, at no cost to that party, an advisor of the school's choice who may be, but is not required to be, an attorney to conduct cross-examination on behalf of that party. Only the advisor may cross-examine the witnesses.
- ⑧ If a party or witness does not submit to cross-examination at the live hearing, the Decision-Maker(s) must not rely on any statement of that party or witness in reaching a determination regarding responsibility; provided, however, that the decision-maker(s) cannot draw an inference about the determination regarding responsibility based solely on a party's or witness's absence from the live hearing or refusal to answer cross-examination or other questions.

- 9 Live hearings may be conducted with all parties physically present in the same geographic location or, at the school's discretion, any or all parties, witnesses, and other participants may appear at the live hearing virtually.
- 10 As a part of the process, the school will create an audio or audiovisual recording, or transcript, of any live hearing, as a part of the record.

Final Determination of the Investigation

The school's grievance process uses the preponderance of the evidence standard to determine responsibility. The school's grievance process uses the same standard of evidence for all formal complaints of sexual harassment whether the respondent is a student or an employee (including faculty member). The Decision-Maker(s) in the process are required to objectively evaluate all relevant evidence, inculpatory and exculpatory, and avoid credibility determinations based on a person's status as a complainant, respondent, or witness.

The Decision-Maker in all instances cannot be the Title IX Coordinator or the investigator in order to ensure that the investigative process is fair and free of bias. The Decision-Maker will issue a written determination regarding responsibility with findings of fact to include the following:

- 1 Must identify the standard of evidence used based on the school's written policy.
- 2 Identify the allegations that constitute sexual harassment.
- 3 Describe the procedures the school used from the filing of the formal complaint through the hearing process.
- 4 Make findings of fact and conclusions about whether the alleged conduct occurred, rationale for the result as to each allegation.
- 5 Include the imposition of any sanctions or disciplinary actions imposed on the respondent, and whether any remedies will be provided to the complainant.
- 6 State the procedures to file an appeal and the allowable bases for an individual to appeal the decision.
- 7 Upon conclusion the written determination will be sent simultaneously to the parties.
- 8 The Title IX Coordinator is responsible for implementation of any remedies imposed by the Decision-Maker.

Appeal Process

The school will allow either or both parties the opportunity to appeal the Decision-Maker's determination regarding responsibility from a school's dismissal of a formal complaint or any allegations therein. Either party can appeal based on the following:

- 1 Procedural irregularity that affected the outcome of the matter;
- 2 Newly discovered evidence that could affect the outcome of the matter; and/or
- 3 The Title IX personnel had a conflict of interest or bias, that affected the outcome of the decision.

Informal Resolution

The school provides the opportunity for the parties involved in the formal complaint allegations to facilitate an informal resolution, such as mediation, so long as both parties give voluntary, informed, written consent to attempt an informal resolution. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint. The school will provide written notice to the parties of the allegations, requirements of the resolution process, and any limitations.

If the complaint allegations are in regard to an employee of the school sexually harassing a student, the opportunity for an informal resolution is not available.

A school may not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment. Similarly, a school may not require the parties to participate in an informal resolution process and may not offer an informal resolution process unless a formal complaint is filed.

Retaliation Prohibited

The school prohibits any form of retaliation, intimidation, threats, coercion, discrimination, or harassment against any individual who filed or otherwise participated in the filing or investigation of a complaint of discrimination. Actions do not have to be on the basis of sex or involve sexual harassment to constitute retaliation. Retaliation complaints may use the same grievance process as sexual harassment complaints. Any individual who believes he or she has been subjected to retaliation may file a separate complaint under this procedure. The school will keep confidential the identity of complainants, respondents, and witnesses, except as may be permitted by FERPA, as required by law, or as necessary to carry out a Title IX proceeding, which does not constitute retaliation.

The following circumstances do not constitute retaliation, including:

- ① Exercising one's rights protected under the First Amendment.
- ② Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a Title IX grievance proceeding does not constitute retaliation; however, a determination regarding responsibility, alone, is not sufficient to conclude that any party made a bad faith materially false statement.
- ③ Charging an individual with code of conduct violations that do not involve sexual harassment but arise out of the same facts or circumstances as a report or formal complaint of sexual harassment; however, for the purpose of interfering with any right or privilege secured by Title IX does constitute retaliation.

Reporting Requirements

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

Any allegations or violations of Title IX will be reported to the school's Clery Act coordinator to be included in the school's annual reporting requirements.

Record Keeping

All records of the Title IX formal complaint including, the investigation, evidence, decision making process, hearings, and decision letters will be maintained by the school for at least 7 years.

Required Training

The school's Title IX Coordinator, Investigator, Decision-Maker, or any person designated by the school to facilitate an informal resolution process, must not have a conflict of interest or bias for or against complainants or respondents generally, or an individual complainant or respondent. Each individual that is part of the Title IX process is required to take training that includes how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. Part of the required training is to ensure that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receive training on the definition of sexual harassment, the scope of the school's education program or activity, how to serve impartially, how to make relevancy determinations, how to conduct an investigation and grievance process including hearings, appeals and informal resolution.

The school will provide the Decision-Maker(s) with training on any technology to be used at a live hearing and on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant. The school will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence. Any materials used to train Title IX Coordinators, Investigators, Decision-Makers, and any person who facilitates an informal resolution process, must not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints of sexual harassment.

Additional Information

Employees and students may contact the Title IX coordinator with any questions related to this policy. In addition, the U.S. Department of Education Office for Civil Rights (“OCR”) investigates complaints of unlawful harassment of students in educational programs or activities. This agency may serve as a neutral fact finder and will attempt to facilitate the voluntary resolution of disputes with the parties. For more information, visit the OCR website at: <http://www2.ed.gov/about/offices/list/ocr/index.html>.

SEXUAL HARASSMENT POLICY

Paul Mitchell The School Modesto 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 Modesto 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; inappropriate comments; inappropriate images; physical aggression; relational aggression; graphic and written statements, which may include use of cell phones, computers, or gaming systems; any insensitive materials 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 education, services, activities, or opportunities offered by the Paul Mitchell School. Administration will take prompt, equitable, and remedial action (including but not limited to requiring sensitivity training, probation, suspension, expulsion, or termination) on all reports and complaints that come to the attention of school personnel, either formally or informally. Allegations of any policy violation will be investigated and handled appropriately based upon the findings, including reporting any criminal activity 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, service guests, third-party vendors, 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.

For a list of federal anti-discrimination laws and policies, please go to: <https://www.ftc.gov/site-information/no-fear-act/protections-against-discrimination>

SOCIAL NETWORKING POLICY

Paul Mitchell The School Modesto 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, newsgroups, e-mail distribution, blog postings, and or social networking sites (such as Facebook, Instagram, SnapChat, Twitter, You Tube, Friendster, Tik Tok, 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, intimidation, cyber bullying, harrassment or engaging in conduct that would be unbecoming of a Paul Mitchell Future Professional and misrepresent Paul Mitchell culture. Paul Mitchell The School 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.

COPYRIGHT MATERIAL POLICY

All material in this program is, unless otherwise stated, the property of **Paul Mitchell The School Modesto**. 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 Modesto** 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.

REGULATORY AND ACCREDITATION AGENCIES

The following Schools license and regulate **Paul Mitchell The School Modesto**:

Department of Consumer Affairs

Consumer Information Division
1625 North Market Blvd., Suite N112
Sacramento, CA 95834
(800) 952-5210

The Board of Barbering and Cosmetologist (BBC)

P.O. Box 944226
Sacramento, CA 94244-2260
Toll-free: (800) 952-5210

Bureau for Private Postsecondary Education (BPPE)

1747 N. Market Blvd., Suite 225
Sacramento, CA 95834
(916) 574-8900 or (888) 370-7589

National Accrediting Commission of Career Arts & Sciences (NACCAS)

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

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

If you are interested in reviewing or receiving a copy of the school's state license/approval or a copy of the school's letter of accreditation, please contact the school director.

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

GRIEVANCE PROCEDURE

This Grievance Procedure will be used to process a written grievance or complaint concerning discrimination, bullying, harassment, or any other grievance that a complainant feels have been left unresolved against a student, employee, or third-party. The grievance or complaint will be referred to the School Director and/or School Owner. The following grievance procedures shall be used to address a grievance filed by students or employees, or for complaints filed on their behalf against employees, other students, or third parties. A copy of the Grievance form may be obtained from the school's Director; however, you may also provide a written complaint by other means as long as it is signed and dated.

In order to facilitate the investigation, the complaint should include details of the incident or incidents, dates and times, names of the individuals involved, and names of any witnesses. A complaint should be filed within seven (7) days from the date of the alleged incident in order for the school to take timely and appropriate action. The complaint once received will be maintained in the Director's office, which has limited staff access. The school Director has the responsibility of investigating the complaint allegations; however, if it is in the best interest of the parties involved the school may choose another employee.

The time necessary to conduct an investigation will vary based on complexity of the allegation(s) but will generally be completed within fourteen (14) days of receipt of the complaint. If a complainant requests confidentiality, the school will take all reasonable steps to investigate and respond to the complaint consistent with the request. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the school will inform the complainant that its ability to respond may be limited.

All complaints involving a student, employee, contract worker, vendor, customer service guest, or other person who does business with the school will be referred to the school's Director. The Director will begin the complaint process outline in this policy.

Investigation of Allegations

The school will investigate all complaints received. The school's grievance procedures are designed to ensure that the complaint process is free from conflicts of interest.

1. During the grievance process each individual is considered innocent of the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process. The school may remove an individual from the school on an emergency basis, provided that the school undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations justifies removal and provides the individual with notice and an opportunity to challenge the decision immediately following the removal. In the case of a school employee, the school may place the individual on mandatory administrative leave.
2. All provisions, rules, or practices that are a part of the school's grievance process for handling formal complaints apply equally to both parties.
3. The school will make appropriate referrals to law enforcement, if necessary. The school will also notify complainants of the right to proceed with a criminal investigation, while the school conducts its own investigation simultaneously. The school will not wait for the criminal investigation or criminal proceeding to be concluded before beginning its own investigation and acting on the evidence obtained.
4. The school will dismiss allegations of conduct that do not meet the school's written policies.

5. The school will provide equal opportunity for the parties involved to present facts, documentation, and witnesses. Any witnesses listed will be interviewed by the school Director.
6. The school may, in their discretion, dismiss a complaint or allegations therein if the complainant informs the Director in writing that the complainant desires to withdraw the formal complaint or allegations therein, if the individual is no longer enrolled or employed by the school, or if specific circumstances prevent the school from gathering sufficient evidence to reach a determination. If the complaint is dismissed, the school will give the parties written notice of a dismissal of the complaint and the reasons why.
7. The school may, in their discretion, consolidate complaints where the allegations arise out of the same facts or circumstances, whether it is complaints against multiple individuals.
8. Upon conclusion of the investigation into the allegations, the Director will provide a written determination to all parties, as to the final decision and any actions taken.

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.

Complaints can be filed with BPPE at <https://www.bppe.ca.gov/enforcement/complaint.shtml>:

How to File a Complaint

Most consumers receive a quality education and have a generally positive experience from attending an approved private postsecondary educational institution. However, in the event a consumer believes an institution's administrative processes or educational programs are compromised and are not up to the required minimum standards, the consumer should notify the Bureau. Consumers should also notify the Bureau if a consumer suspects that an institution is operating without Bureau approval. Consumers may file a complaint by using the Bureau's online complaint submission link, here (preferred) or by downloading the complaint form and mailing it to the address below.

Bureau for Private Postsecondary Education

P.O. Box 980818
West Sacramento, CA
95798-0818

WHO MAY FILE A COMPLAINT

Anyone may file a complaint if they believe an institution has violated the laws and/or regulations governing the institution's operation, including unlicensed activity. Complaints are most often received from students, their families, other members of the private postsecondary education industry, law enforcement agencies, and other regulatory agencies.

If you have questions or need assistance with filing a complaint please email, bppe.enforcement@dca.ca.gov or call (888) 370-7589, press 3 when prompted.

Complaints can be filed with Board of Barbering & Cosmetology at <https://www.barbercosmo.ca.gov/enforcement/complaint.shtml>:

All complaints must be submitted to the Board of Barbering and Cosmetology in writing.

Complaints may be submitted:

Electronically through www.breeze.ca.gov.

or

By U.S. Mail using a Consumer Complaint Form (Korean) (Spanish) (Vietnamese) or other written document addressed to:

Board of Barbering and Cosmetology

P.O. Box 944226
Sacramento CA,
94244-2260

To register comments/complaints about the Board of Barbering and Cosmetology, use the Citizens Complaint Form (Korean) (Spanish) (Vietnamese).

To file a complaint with the school's accrediting agency, the National Accrediting Commission of Career Arts and Sciences, please follow the directions below:

1. Go to

<https://naccasngo.sharepoint.com/sites/NACCASWeb/Shared%20Documents/Website%20Public%20Documents/Applications%20&%20Forms/All%20Applications%20&%20Forms/Complaint%20Form.pdf>
for a copy of NACCAS' complaint form.

2. An individual must complete the form and submit it to:

NACCAS
3015 Colvin Street
Alexandria, VA 22314

3. "Student complainants: In accordance with NACCAS' Standards and Criteria, schools must have a policy and procedure for handling student complaints and inform the students in writing of same. The notice must be included in the school's catalog, handbook, other published materials, and/or otherwise prominently displayed in the school. NACCAS shall not consider a student complaint until all procedures and remedies within the institution have been exhausted. A student complainant must show that the institution's complaint procedure has been followed and state why the matter is considered still unresolved when he/she submits a complaint to NACCAS."

"The NACCAS complaint process is intended as a tool for NACCAS to monitor whether accredited schools are complying with NACCAS' accreditation standards. It is not designed or intended as a means for providing individual relief to the person filing the complaint. As detailed in NACCAS' Handbook, NACCAS' Board of Commissioners will not intervene on behalf of individuals in cases of disciplinary action or dismissal, or act as a court of appeals in such matters as admission, graduation, fees, or similar points of issue. If you are seeking relief for personal grievances against the institution identified in your complaint, you are advised to exercise your rights under the institution's internal grievance policy. If you are not satisfied with the results of that process, you may wish to consult with the state regulatory board or agency that licenses the institution concerning your rights under state law and regulations."

4. Upon conclusion of the investigation into any allegations, NACCAS will send the individual a letter notifying them of their decision.

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

QUESTIONS

Any questions a student may have regarding this catalog that have not been satisfactorily answered by the institution may be directed to the Bureau for Private Postsecondary Education at 1747 N. Market Blvd., Suite 225, Sacramento, CA 95834, Web site: www.bppe.ca.gov, E-mail: bppe@dca.ca.gov or by phone: (888) 370-7589; fax (916) 263-1897.

REVIEW

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

CATALOG MODIFICATION

This catalog and the information, policies and guidelines contained herein may be updated periodically. The most current catalog is available for viewing or acquisition at any time in the Financial Aid Department.

ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL

- ❶ Any dispute I may bring against **Paul Mitchell The School Modesto**, or any of its parents, subsidiaries, officers, directors, or employees, without limitation, or which the College may bring against me, no matter how characterized, pleaded or styled, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act, conducted by the American Arbitration Association (the "AAA"), under its Consumer Arbitration Rules ("Consumer Rules"), and decided by a single arbitrator. The arbitration hearing will be conducted in California.
- ❷ Both the College and I explicitly waive any right to a jury trial. I understand that the decision of the Arbitrator will be binding, and not merely advisory. The award of the Arbitrator may be entered as a judgment in any Court having jurisdiction.
- ❸ Neither the College nor I shall file any lawsuit against the other in any Court and agree that any suit filed in violation of this provision shall be promptly dismissed in favor of arbitration. Both the College and I agree that the party enforcing arbitration shall be awarded costs and fees of compelling arbitration. This provision does not affect either party's right to seek relief in small claims court for disputes or claims within the scope of its jurisdiction.
- ❹ The costs of the arbitration filing fee, Arbitrator's compensation, and facilities fees that exceed the applicable court filing fee will be paid by the College.
- ❺ I agree that any dispute or claim I may bring shall be brought solely in my individual capacity, and not as a plaintiff or class member in any purported class action, representative proceeding, mass action or consolidated action.
- ❻ Any remedy available from a court under the law shall be available in the arbitration.
- ❼ I may, but need not, be represented by an attorney at arbitration.
- ❽ Except as specifically required by the laws of the State of California, the fact of and all aspects of this arbitration and the underlying dispute shall remain strictly confidential by the parties, their representatives, and the AAA. I agree that any actual or threatened violation of this provision would result in irreparable harm, and will be subject to being immediately enjoined.
- ❾ I understand the information about the AAA arbitration process and the AAA Consumer Rules can be obtained at www.adr.org or 1-800-778-7879. I shall disclose this document to the AAA if I file an arbitration.
- ❿ If any paragraph, sub-paragraph, provision, or clause herein is held invalid, said paragraph, sub-paragraph, provision, or clause shall not affect any other paragraph, sub-paragraph, provision, or clause that can have effect without the invalidated paragraph, sub-paragraph, provision, or clause, and thus is severable one from the other.
- ⓫ I acknowledge and give my consent to use an electronic signature to bind me to this Agreement. I further acknowledge that this electronic signature attached to this document was created by me as a voluntary and knowing act that represents my intent to be legally bound.

SCHOOL ADMINISTRATION AS OF NOVEMBER 2020

Ownership: H.R. Global, Inc

Owners: Rosemary and Hooman Safavi

Operations Leader: Catalina Liscano

Admissions Coordinators: Neyoni Cisneros, Ramena Toma, and Maria Chavez

Financial Aid Leader / Compliance: Melissa Herrera

Financial Aid Assistant: Zayra Reynoso

Education Leader: Jason Felmocao

Future Professional Advisor: Cyndi Anderson

Faculty:

Cosmetology Learning Leaders

Lauren E. Fitch: Learning Leader Color Specialist

Graduated: Paul Mitchell the school Modesto; Cosmetologist Certificate
Cosmetologist license #kk501614 expires 3/31/2019

A Color Educator and Theory Educator. Lauren is the color specialist at Paul Mitchell The School Modesto and teaches color and theory classes as part of the cosmetologist program.

Luz Sanchez: Core Learning Leader Specialist

Graduated: Paul Mitchell the school Modesto; Cosmetologist certificate
Cosmetologist license #kk544955 expires 11/30/2020

A Cosmetologist core classroom educator. Luz is a core classroom educator at Paul Mitchell The School Modesto and teaches in the core classroom as part of the Cosmetologist program.

Stephanie Contreras: Learning Leader

Graduated: Sierra college of Beauty; Cosmetologist certificate
Cosmetologist license #kk517642 expires 08/31/2020

A Cosmetologist clinic classroom and substitute educator. Stephanie is a clinic classroom educator at Paul Mitchell The School Modesto and teaches in the clinic classroom as part of the Cosmetologist program.

Jennifer Lynn Toledo: Learning Leader

Graduated: Adrian's beauty college; Cosmetology Certificate
Cosmetologist license #kk145293 expires 04/30/2021

A clinic classroom educator and Esthetician clinic classroom educator. Jennifer is a clinic classroom educator and esthetician learning leader at Paul Mitchell The School Modesto and teaches in the clinic classroom as part of the cosmetologist and esthetician program.

Lyndsey Holm: Learning Leader

Graduated: Adrian's Beauty College; Cosmetologist certificate
Cosmetologist license #kk578656 expires 02/28/2022

A Cosmetologist clinic classroom educator. Lyndsey is a clinic classroom educator at Paul Mitchell The School Modesto and teaches in the clinic classroom as part of the Cosmetologist program.

Tiffany Sevilla: Learning Leader

Graduated: Adrian's Beauty College; Cosmetologist certificate
Cosmetologist license #kk578656 expires 07/31/2021

A Cosmetologist clinic classroom educator. Tiffany is a clinic classroom educator at Paul Mitchell The School Modesto and teaches in the clinic classroom as part of the Cosmetologist program.

Dulce Berjarano: Learning Leader

Graduated: Adrian's Beauty College; Cosmetology Certificate
Cosmetology License #KK-592783 expires 12/31/20

Dulce oversees the theory class on Distance education.

Kristina Charlton: Learning leader

Graduated: Dublin Beauty College. Cosmetology Certificate
license # KK384569 expires 04/30/21

Kristina oversees the cosmetology clinic classroom.

Esthetics Learning Leaders**Erin Serda: Esthetics Learning Leader**

Graduated: Paul Mitchell The School Modesto; Esthetics Certificate
Esthetics license #KK600506 expires 12/31/2021

Erin is a Esthetician on the clinic classroom at Paul Mitchell The School Modesto.

Jennifer Lynn Toledo: Learning Leader

Graduated: Adrian's Beauty College; Cosmetology Certificate
Cosmetologist license #kk145293 expires 04/30/2021

A clinic classroom educator and Esthetician clinic classroom educator. Jennifer is a clinic classroom educator and esthetician learning leader at Paul Mitchell The School Modesto and teaches in the clinic classroom as part of the cosmetologist and esthetician program.

Karla Lopez: Learning Leader

Graduated: Paul Mitchell the School Modesto; Esthetics Certificate
Esthetics License #Z124616, expires 06/30/2021

Karla Lopez is an Esthetician clinic floor learning leader at Paul Mitchell the School Modesto.

Joann Azevedo: Learning Leader

Graduated: Paul Mitchell The School Modesto; Esthetics Certificate
Esthetician license #Z83273 expires 01/31/2021

Joann is an Esthetician clinic classroom educator.

Manicuring Learning Leaders

Patricia Quintor: Manicuring Learning Leader

Graduated: Paul Mitchell the school Modesto; Nail Certificate
Manicuring license #m72478 expires 01/31/2020

A manicuring educator, Patricia is a clinic classroom educator at Paul Mitchell The School Modesto and teaches manicuring as part of the manicuring program.

Marie Tise Pierce: Learning Leader

Graduated from: Adrian's Beauty College; Cosmetology Certificate
Cosmetologist License #kk563336 exp 02/28/2021

Tise is a manicuring learning leader that assist with the manicuring program.

Barbering Learning Leaders

Jason Felmocao- Barber Learning Leader/ Education Leader

Cosmetology Certificate and Barbering Certificate Graduated: Paul Mitchell The School Costa Mesa;
Cosmetology Certificate Cosmetologist license #KK429821 expires 12/31/19
Graduated: Bakersfield Barbering College; Barbering Certificate Barbering license #B97554
expires 5/31/2021

A Cosmetologist and Barbering clinic classroom educator and education leader. Jason is a clinic classroom educator at Paul Mitchell The School Modesto and teaches in the clinic classroom as part of the Barbering and Cosmetologist program.

VETERANS BENEFITS ADDENDUM TO THE CATALOG

Paul Mitchell The School Modesto will permit any covered individual to attend or participate in the course of education during the period beginning on the date on which the individual provides to the educational institution a certificate of eligibility for entitlement to educational assistance under chapter U.S. Department of Veterans Affairs (VA) Post 9/11, G.I. Bill® (Ch. 33) or Vocational Rehabilitation & Employment (Ch. 31) benefits ending on the earlier of the following dates:

- ① The date on which the Department of Veterans Affairs provides payment for such course of education to such institution.

In accordance with Title 38 US Code 3679 subsection (e) **Paul Mitchell The School Modesto** will not impose any penalty, including the assessment of late fees, the denial of access to classes, libraries, or other institutional facilities, or the requirement that a covered individual borrow additional funds, on any covered individual because of the individual's inability to meet his or her financial obligations to the institution due to the delayed disbursement of funding from the Department of Veterans Affairs.