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**Paul Mitchell the School San Jose**  
2200 Eastridge Loop Unit #1004  
San Jose, CA 95122  
(408) 531-9036  
[paulmitchell.edu/sanjose](http://paulmitchell.edu/sanjose)

# WE ARE PAUL MITCHELL SCHOOLS 2022 CATALOG

January 1, 2022 — December 31, 2022

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

Dalena Hoang

**All prospective students receive a catalog prior to enrollment.**

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2200 Eastridge Loop Unit #1004, San Jose, CA 95122 (408) 531-9036

**APPROVAL/DISCLOSURE STATEMENT**

Paul Mitchell the School San Jose, located at 2200 Eastridge Loop Unit #1004, San Jose, CA 95122, 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 March 9, 2021. *For more information, contact the Bureau for Private Postsecondary Education (BPPE) at 1747 N. Market Blvd., Suite 225, Sacramento, CA 95834, (916) 574-8900 or (888) 370-7589, FAX (916) 263-1897 or visit its Web site at www.bppe.ca.gov.*

<b>Cosmetology</b>	<b>1600 hours</b>
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Instruction is in residence with facility occupancy level accommodating 150 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 school catalog is updated at least annually. However, if the U.S. Department of Education releases new regulations the school updates the school catalog as required. If the schools accrediting agency, NACCAS, publishes new policy, the school updates the catalog as required. A new publication date is noted on the cover page of the catalog.

The Board of Barbering and Cosmetology (BBC) set minimum standards for these programs of study: Cosmetology. The minimum number of class hours and the total clock hours for each course, as outlined in the program’s Rules and Regulations booklet, must be met to qualify the student for licensure.

Any questions a student may have regarding this catalog that have not been satisfactorily answered by the institution may be directed to the Bureau for Private Postsecondary Education (BPPE) at 1747 N. Market Blvd., Suite 225, Sacramento, CA 95834, (916) 574-8900 or (888) 370-7589 FAX (916) 263-1897 or visit its Web site at www.bppe.ca.gov.

A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by calling (888) 370-7589 or by completing a complaint form, which can be obtained on the bureau’s website www.bppe.ca.gov.

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

Signature \_\_\_\_\_  
Dalena Hoang, Director

## MISSION STATEMENT

At Paul Mitchell the School San Jose, 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

Our programs offer the challenge of a stimulating and rewarding career. Paul Mitchell the School San Jose is fully equipped to meet all the demands of modern hair care, while at the same time providing a high-tech atmosphere and attitude for progressive personal development. The school is located inside the Eastridge Center also known as Eastridge Mall. All instruction will take place at 2200 Eastridge Loop, Unit #1004, San Jose, CA 95122. Eastridge Center is a shopping destination that features over one million square feet of exciting shopping, dining and entertainment options. It also features a two-level center with streetscape and a pedestrian lifestyle center. Located near Highway 101, I-280 and I-680 with easy access from Capitol Expressway. The primary trade area includes two of San Jose's most affluent communities, Silver Creek and Evergreen. The Eastridge Transit Center is the second-busiest transit location in Silicon Valley. A new Light Rail extension project is underway for the Eastridge Transit Center.

The facility occupies approximately 8,400 square feet of educational space that is designed to optimize student learning. The space contains three separate educational classrooms, three multipurpose areas, and theory areas as well as a large clinic floor featuring powdered stainless steel mobile stations and fixtures, Eleganza Crystal Stone 2.0 glass floors that is stain resistant and has zero porosity, glass walls and sound systems throughout the school. In addition, there are nine large flat screen televisions networked with Apple TV in classrooms, labs to view educational videos and each student is provided with their own mobile station and lockable trolley/locker.

The school clinic classroom looks and runs like a real salon, giving you a salon-like experience. The clinic and shampoo areas include dispensaries for shampoos, conditioners, styling products, hair colors, and developers. You will also have the opportunity to learn valuable retail skills in our expansive salon-like retail lobby area, featuring a full line of hair care products. For your comfort, we provide one spacious student break room equipped with two large refrigerators, two microwaves, two waterfountains, two vending machines, dishwares, and a dishwasher. The facility also offers men's and women's restrooms, including two wheelchair accessible restrooms, for student, staff, and client use. The school is handicapped equipped (wheelchair access).

## ADMINISTRATION/OWNERSHIP

Premier Hairdressing Enterprises, LLC, dba Paul Mitchell the School San Jose, is an independently owned and operated franchisee of Paul Mitchell Advanced Education, LLC.

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

### **Cosmetology: Standard Occupational Classification (SOC 39-5012.00): Classification of Instructional Program (CIP 12.0401)**

The curriculum involves 1600 hours to satisfy California state requirements. The course includes extensive instruction and practical experience in cutting, hair coloring, perming, customer service, personal appearance and hygiene, personal motivation and development, retail skills, client record keeping, business ethics, sanitation, state laws and regulations, salon-type administration, and job interviewing.

*Students are prepared to be entry level cosmetologist.*

\* At this time the school does not have any plans to improve or change its educational programs

\*The school does not have any written agreements with any other entity to offer in whole or part any of its educational programs.

## **PARKING AND AMENITIES**

Students must abide by local (city and/or landlord) parking rules, which are announced during orientation. Paul Mitchell the School San Jose will not be responsible for parking violations and/or towing fees. The Eastridge Center offers abundant free parking surrounding all mall building entrances.

## **NONDISCRIMINATION**

Paul Mitchell the School San Jose in its admission, instruction, and graduation policies and practices, does not allow or tolerate harassment or discrimination based on race, religion, creed, color, ethnic origin, 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 director, Dalena Hoang, in person or by calling (408) 531-9036, or by mail at 2200 Eastridge Loop Unit #1004, San Jose, CA 95122, immediately so appropriate action can be taken.

## **TEACH-OUT AGREEMENT**

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

## **LANGUAGE DISCLOSURE**

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

## ADMISSION PROCEDURE

- ❶ **Complete an Application Form:** Complete and submit the application form to the school prior to registration. All forms may be obtained by requesting them from Paul Mitchell the School San Jose.
- ❷ **Submit an Application Fee:** Action will not be taken on admission or any student loan application until an application fee of \$100.00 is received. Please submit the fee in the form of a check or money order, payable to Paul Mitchell the School San Jose. 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.
- ❸ **Submit Two (2) Photos:** The photos should be a recent head and shoulder shot of the applicant.
- ❹ **Entrance Essay:** The essay should include the applicant's accomplishments and career goals.
- ❺ **Personal Interview:** Applicant must complete a personal interview with the Admission's Team prior to registration.
- ❻ **Provide Verification Documents:**
  - a. **Identification (*provide only one*):** Copies of a passport, a government-issued identification, a driver's license, or a birth certificate are required.
  - b. **Education (*provide only one*):** Copies of a standard high school diploma\*, high school transcripts 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 or High School Equivalency diploma or official High School Equivalency diploma test scores.

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

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

Paul Mitchell the School San Jose does not recruit students who are already enrolled in a similar program at another institution.

If you have a disability and need an academic adjustment, please notify the admissions officer as soon as possible so the school can review your request. If you are interested in attending our school and you do not have a high school diploma or 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 San Jose 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 Director.



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.*

The school's courses are taught in English; this school does not offer ESL instruction. Prospective students must be proficient in the English language. Proficiency in the English language will be verified with proof of high school diploma, high school graduation equivalency certificate, California High School Proficiency Examination or its equivalent.

## **ARBITRATION AND CLASS ACTION WAIVER DISCLOSURE**

Arbitration and Class Action Waiver Disclosure: Paul Mitchell the School San Jose (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 Dalena Hoang, in person or by calling (408) 531-9036, or by mail at 2200 Eastridge Loop Unit #1004, San Jose, CA 95122, 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 San Jose' 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**

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. Paul Mitchell the School San Jose does admit students from other countries, but does not have visa services and does not vouch for students status. There will be no associated fees with this process.

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

## RE-ENTRY STUDENTS

Students who re-enroll in the program **within** 180 days of last date of attendance 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.
- 4 Students who are Student Tuition Recovery Fund (STRF) eligible (refer to STRF eligibility guidelines) will be assessed a prorated STRF fee.
- 5 Submit a new application.

Students who re-enroll in the program **after** 180 days of last date of attendance 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) eligible (refer to STRF eligibility guidelines) will be assessed a prorated STRF fee.
- 6 Submit a new application.

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

Re-admission is reserved to the sole discretion of Paul Mitchell the School San Jose and may require special conditions.

Re-admission for a student requires a personal interview with school administration. The re-entering student will be placed on a 30-day evaluation. During the 30-day evaluation period the student must demonstrate for that period that they can meet the school's minimum attendance and academic requirements for Satisfactory Academic Progress. The student will then be evaluated for Satisfactory Academic Progress at the next scheduled evaluation period to determine their new status. Students who fail to meet the minimum attendance and academic requirements for that 30-day evaluation period may be terminated. Students who re-enter the program are placed in the same Satisfactory Academic Progress standing as when they left.

## TRANSFER STUDENTS

Paul Mitchell the School San Jose will accept transfer hours from other schools based on an evaluation of the student's comprehension of the course material. Students who have had training outside the state of California must provide proof of the number of hours of training to the Board of Barbering and Cosmetology and Paul Mitchell the School San Jose prior to enrollment. The school does not allow a student to appeal the number of hours accepted when transferring from another location.

The cost for cosmetology transfer students is \$13.13 per hour attended at Paul Mitchell the School San Jose; this does not include the cost of a complete and current Paul Mitchell student kit.

Transfer students are responsible to purchase the technical and education kit, as well as the digital textbook, supplies and any sales tax involved at an additional cost from the tuition.

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

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 students from non-Paul Mitchell School are responsible to purchase the technical and education kit, as well as the digital textbook, supplies and any sales tax involved at an additional cost from the tuition.

Transfer students from a Paul Mitchell School that has an incomplete student kit when enrolling as a transfer student, the student will be required to purchase student kit items to complete their student kit. Please see the admissions office for an itemized list of student kit prices.

The school does not accept credits/hours for prior experiential learning.

## TRANSFER OF CREDIT POLICY

### Cosmetology

Cosmetology students transferring from another Paul Mitchell School.

If transferring from another Paul Mitchell School, all 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.

Cosmetology 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 cosmetology 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

## **NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION**

The transferability of credits you earn at Paul Mitchell the School San Jose is at the complete discretion of the institution to which you may seek to transfer. Acceptance of the certificate you earn in cosmetology 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 San Jose to determine if your certificate will transfer.

Paul Mitchell the School San Jose 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 San Jose 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 San Jose. You may be required to repeat some or all of your coursework, if Paul Mitchell The School San Jose 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 San Jose' 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 \$100.00 application fee as part of the Admissions Procedure. Transfer students from another Paul Mitchell School the 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.

Transfer students from a non-Paul Mitchell School are responsible to purchase the technical and education kit, as well as the digital textbook, supplies and any sales tax involved at an additional cost from the tuition.

## **STATE LICENSING DISCLAIMER**

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

## **DISCLOSURE FOR PROGRAMS LEADING TO LICENSURE**

The following programs offered at Paul Mitchell the School San Jose lead to licensure in the state of California: Cosmetology. 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.

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

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

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

## ENROLLMENT INFORMATION

- ① **Enrollment periods:** Paul Mitchell the School San Jose usually begins new cosmetology classes about every eight (8) weeks, depending upon space availability. Please refer to the Tuition and Registration Schedule supplement or contact Paul Mitchell the School San Jose for exact starting dates.
- ② **Holidays and school closures:** Paul Mitchell the School San Jose is closed for Summer Break: June 29, 2021 to July 1, 2021, Thanksgiving Break: November 23, 2021 to November 25, 2021 and Winter Break: December 21, 2021 to December 30, 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 open for business unless there is a Declared State of Emergency. Unexpected closures will be posted through email or social media.
- ③ **Enrollment contract:** Paul Mitchell the School San Jose clearly outlines the obligation of both the school and the student in the enrollment contract. A copy of the enrollment contract and information covering costs and payment plans will be furnished to the student before the beginning of class attendance.
- ④ **Payment schedule:** Paul Mitchell the School San Jose offers a variety of monthly financial payment schedules. See Paul Mitchell the School San Jose's Financial Aid Leader for details.

## EDUCATION GOALS

Paul Mitchell the School San Jose strives to provide a quality educational system that prepares students to pass the state board examination and gain employment within their chosen field of study. Our quality education system includes an outstanding facility, experienced and competent instructors, and a curriculum developed through years of experience and expertise. Our education goals are:

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

## STUDENT TUITION RECOVERY FUND (STRF)

“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, (916) 574-8900 or (888) 370-7589.

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 San Jose** collects the STRF fee of \$12.00 from cosmetology students and remits it to the BPPE.

Veterans and/or beneficiaries do not pay STRF fee.

## **COST OF TUITION AND SUPPLIES**

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

### **TUITION – Cosmetology**

Tuition	\$21,000.00
Application Fee (nonrefundable)	100.00
Student Tuition Recovery Fund (STRF) (nonrefundable)	12.00
Technical Kit & Education Kit (nonrefundable)	2,700.00
Digital Textbook (nonrefundable)	275.00
Supplies (nonrefundable)	275.00
Sales Tax (9.25%) (nonrefundable)	<u>249.75</u>
<b>TOTAL COSTS</b>	<b>\$24,611.75</b>

**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.

**TOTAL CHARGES FOR THE CURRENT PERIOD OF ATTENDANCE: \$24,611.75**

**ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM: \$24,745.75  
(INCLUDING AN INITIAL LICENSE FEE PAID TO STATEBOARD OF \$134.00)**

**TOTAL CHARGES DUE UPON ENROLLMENT: \$100.00**

*Once a technical kit, education kit and digital textbook have been signed for by the student and taken possession of by the student, its fee becomes nonrefundable.*

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

Tuition and fees are your responsibility as a student. All monthly tuition payments are due on the first Tuesday of each month, with the exception of the first payment, which is made on or before the first day of school. Tuition will be considered late on the first Thursday of the month, and you will be assessed a late fee of \$25.00. Failure to pay tuition as agreed upon in your contract may result in a corrective action up to and including termination. Payment shall be made by credit/debit card, cash, personal check, cashier's check, or money order payable to: Paul Mitchell the School San Jose. Returned checks will result in a non-sufficient fund Fee (NSF fee) and you will be assessed a fee of \$25.00.

Replacement Trolley Keys are \$15.00. Replacement Time Cards \$2.00. Official Transcripts \$15.00

A non-refundable re-enrollment fee of \$100.00 (not considered tuition) will be required for any student requesting a re-enrollment into the school.

*Financial aid available to those who qualify.*

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

In extraordinary circumstances, the school may adjust tuition and kit fees for students that transfer from a school that has suddenly closed without notice.

## 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 PAYMENT

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. The school does charge a late payment fee of \$25.00 for any payments that are late over two (2) calendar days.

## SCHOLARSHIP AND FEE WAIVER

Paul Mitchell the School San Jose may offer scholarships. Check with the Admissions Leader for any scholarships that may currently be available.

## CLASS START DATES

Paul Mitchell the School San Jose usually begins new cosmetology classes about every eight (8) weeks, depending upon space availability.

*Class will be held at Paul Mitchell the School San Jose located at 2200 Eastridge Loop Unit #1004, San Jose, CA 95122.*

## CONSTITUTION DAY

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

## VOTER REGISTRATION

Students are encouraged to register to vote in State and Federal Elections. Voter Registration and Election Date information for the state of California can be found at <http://www.sos.ca.gov>.

For information on Voter Registration and Election Dates for Federal Elections visit [www.eac.gov/voter\\_resources](http://www.eac.gov/voter_resources).

## COSMETOLOGY COURSE OVERVIEW

### Course Hours: 1600 clock hours

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

- 1 **Pre-clinical Classroom Instruction:** The first 210 hours are devoted to classroom workshops where students learn design principles, technical information, and professional practices.
- 2 **Clinic Classroom Learning Experience:** The remaining 1390 hours are spent in the clinic area where practical experience is gained.
- 3 **Instructional Methods:** Students are guided through the 1600 clock hour curriculum by Learning Leaders using various instructional methods; including, but not limited to, on-site education, hands-on education, lectures, digital textbooks, video, digital applications, digital handouts, study guides, the use of doll heads, the clinic classroom, mini classes, apps and online education. Due to the COVID-19 pandemic, temporary distance education may be incorporated as necessary. Distance education methods may include tools such as Milady Mintap, Google Classroom, Zoom, Live Online Classes, Pre-recorded Classes and Notability.

## COSMETOLOGY COURSE OUTLINE

Your time at Paul Mitchell the School San Jose for the cosmetology program will be divided into seven designations:

- 1 **Core Curriculum:** The student spends their first hours in 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. Your time spent as a Protégé prepares you for the clinic classroom experience.
- 3 **Clinic Classroom Learning Experience:** Your clinic classroom time from 280 to 1600 hours will be guided with individual attention and group learning experiences using mini-classes, monthly worksheets, and periodic evaluations developed specifically for this monitoring progress. This is when you begin experiencing your clinic classroom education on paying clients in the clinic classroom area.
- 4 **Classroom Learning Experience:** Your classroom time from 280 to 1600 hours is divided into six (6) areas: cutting, coloring, texture, makeup, skin, and nails. Each area has an instructor who conducts the different specialty classes each week; Classroom Learning Experiences may also include retail, motivation, self improvement, professional development, and attendance education which may be conducted by an instructor, non-licensed staff member or guest artist.
- 5 **Adaptive Curriculum:** From 280 to 800 hours you will enter a new phase of 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 800 hours at Paul Mitchell the School San Jose in “high gear” by dressing, acting, and working like a true professional. You will use your own artistic and creative abilities, coupled with the assistance of the Learning Leaders, to prepare yourself for your future beauty industry career.
- 7 **Business Fundamentals:** This self guided course provides an in-depth overview of the salon business world with systems and strategies to build a successful career in the field cosmetology. This highly interactive, digital course is designed to provide students the tools and techniques they need to develop business skills, build a clientele, grow their individual business and achieve their goals

## STATE OF CALIFORNIA REQUIREMENTS

### Cosmetology

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

Subject	Technical Instruction	Practical Applications
<b>Technical Instruction and Practical Training Hair Dressing (1100 hours)</b>		
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
<b>Technical Instruction and Practical Training in Health and Safety (200 hours)</b>		
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
<b>Technical Instruction and Practical Training in Esthetics (200 hours)</b>		
Manual, Electrical, and Chemical Facials	25	40
Eyebrow Beautification and Makeup	25	30
Additional Training	150	0
<b>Technical Instruction and Practical Training in Manicuring and Pedicuring (100 hours)</b>		
Manicuring and Pedicuring	10	25
Artificial Nails and Wraps	25	120 Nails = 12
Additional Training	65	0
<b>TOTAL HOURS OF TECHNICAL INSTRUCTION</b>	<b>1600</b>	

The institution offers employment assistance to help graduates' efforts to secure education-related employment that includes, but is not limited to training in professionalism, resume' development, job interview preparation and job search skills. No additional hours will be required to complete the additional training and these additional course are not a requirement for state licensure.

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

## COSMETOLOGY PROGRAM TESTING AND GRADING PROCEDURE

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

- 1 **Academic theory exams:** Students must receive a grade of 70% or higher on each assigned theory exam.
- 2 **Core written and practical skills evaluation test:** Students must receive a grade of 70% or higher on each written exam and each practical skill exam in order to complete the Core program. The exams are an overview of instruction taught during the Core schedule. All Core written and practical skill exams must be passed with a 70% in order to transition to the Clinic Classroom. If students are unable to pass each exam after two attempts, the student may be asked to withdraw from the program and re-enroll in the next available Core class start date.
- 3 **Final exam 1 (approximately 800-hour written exam):** This test covers an overview of all related cosmetology subjects (e.g., anatomy, chemistry, etc.). Students must receive a grade of 70% or higher on all final exams.
- 4 **Final exam 2 (approximately 1400-hour written test):** The written exam covers an overview of all theory instruction, California state law, and other items covered on the state cosmetology exam. Students must receive a grade of 70% or higher on all final exams.
- 5 **Clinic Classroom practical worksheets:** Students must complete clinic practical worksheets.

## MEASURABLE PERFORMANCE OBJECTIVES

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

## SAFETY PRECAUTIONS FOR THE BEAUTY INDUSTRY

By following safety precautions you contribute to the health, welfare, and safety of the community. Always have good hygiene and be professionally dressed. Keep a first aid kit on hand, follow safety regulations, and keep equipment properly sanitized. The following precautions should always be taken with each client:

- 1 Protect clients' clothing by appropriately draping them.
- 2 Ask clients to remove any jewelry, hair accessories, glasses, etc.
- 3 Keep any and all chemicals away from the eyes. In case of eye contact with chemicals, thoroughly rinse eyes with cold water.
- 4 Wear gloves when dealing with chemicals.
- 5 Remember that anything containing chemically active ingredients must be used carefully to avoid injury to you and your client.

## INDUSTRY REQUIREMENTS

Students interested in pursuing a career in the beauty industry should:

- 1 Develop finger dexterity and a sense of form and artistry.
- 2 Enjoy dealing with the public.
- 3 Keep aware of the latest fashions and beauty techniques.
- 4 Make a strong commitment to your education.
- 5 Be aware that the work can be arduous and physically demanding because of long hours standing and using your hands at shoulder level.

## STUDENTS WHO WITHDRAW

Students who withdraw from the program are required to empty their locker and gather all personal items. Any items left behind by the student will be stored for 30 days, at which time the items become the property of Paul Mitchell the School San Jose.

Students wishing to transfer to another institution must pay all monies owed to Paul Mitchell the School San Jose, and all applicable academic requirements must be met in order for the hours 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 San Jose 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.*

## 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 San Jose 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 disinfectant 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 San Jose keeps a file of information about housing in the surrounding areas; however the school does not provide dormitory facilities and does not have any facilities under its control. The school is not responsible to find or assist student in finding housing. However, there are rental communities nearby the institution's facility and the approximate cost of housing is between \$1,075 – \$2,200/month.
- ② **Advising:** Students are provided with academic advising and additional assistance as necessary. If referral to professional assistance is necessary, the school maintains a record of such referral. Information and advice on any financial assistance are accessible to students. Paul Mitchell the School San Jose also gives advice and information to students on these subjects:
  - a. Regulations governing licensure to practice, including reciprocity among jurisdictions.
  - b. Employment opportunities within their field of study.
  - c. Opportunities for continuing education following graduation.

## GRADUATION REQUIREMENTS IN COURSES

- ① Receive the required number of clock hours of training.
- ② 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 Turn in all keys and school property. You will be charged a \$15.00 fee for each key that is not returned to the school. This charge must be paid prior to receiving your certificate.
- ⑥ 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.

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.

## 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 San Jose does not guarantee employment upon graduation, Paul Mitchell the School San Jose does maintain an aggressive job placement program and will inform students of job openings and opportunities. Paul Mitchell the School San Jose 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 San Jose has placed students in the beauty industry as Hair Stylists, Beauty Industry Educators, Salon Owners or Managers, barber, Beauty Industry Instructor.

### **Employment and Career Opportunities for Barber, Hairdresser, Hairstylist and Cosmetologist:**

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

39-5000 Personal Appearance Workers

39-5010 Barbers, Hairdressers, Hairstylists and Cosmetologists

39-5011 Barbers

Provide barbering services, such as cutting, trimming, shampooing, and styling hair; trimming beards; or giving shaves.

39-5012 Hairdressers, Hairstylists, and Cosmetologists

Provide beauty services, such as cutting, coloring, and styling hair, and massaging and treating scalp.

May shampoo hair, apply makeup, dress wigs, remove hair, and provide nail and skincare services.

Excludes "Makeup Artists, Theatrical and Performance" (39-5091), "Manicurists and Pedicurists" (39-5092), and "Skincare Specialists" (39-5094).

2019 Median Pay: The median hourly wage for barbers was \$14.50 in May 2019.

The annual mean wage in California is \$30,450 to \$33,430.

The median hourly wage for hairdressers, hairstylists, and cosmetologists was \$12.54 in May 2019.

Number of Jobs 2018: 766,100

Job Outlook 2018: Employment of barbers, hairstylists, and cosmetologists is projected to grow 8% from 2018 to 2028, faster than the average for all occupations. Population growth will lead to greater demand for hair care services.

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

## TECHNICAL KIT – Cosmetology

Students are responsible to purchase a Paul Mitchell Technical Kit at an additional cost from the tuition. Please note that students are responsible for the purchase of stationery supplies.

COMBS	CAPE	TOOLS
1 Paul Mitchell Metal Pick Teasing Comb, 109 1 Paul Mitchell White Cutting Comb, 408 1 Paul Mitchell Red Cutting Comb, 416 1 Paul Mitchell Teal Cutting Comb, 424 1 Paul Mitchell Black Metal Tail, 429 1 Paul Mitchell Black Rat Tail, 814 1 Paul Mitchell Detangler Comb	1 Paul Mitchell All Purpose Cape 1 Paul Mitchell Cutting Cape  <b>ACCESSORIES</b> 1 Paul Mitchell Metal Clips (10 pack) 1 Paul Mitchell Rolling Metal Case 1 Paul Mitchell Water Bottle 1CAO Cosmetics Makeup Kit	4 Female Mannequin 1 Wahl Clipper & Trimmer Set 1 Paul Mitchell Feathering Razor 1 Express Ion Dry+® (Plus) 125V 1 Paul Mitchell Express Gold Curl™ Marcel, .75" 1 Paul Mitchell Manicure Set 1 Express Ion Smooth® + (Plus) 120v 1 Scissor Kit, RIGHT HAND 6.0", Texturizer, 5.5", Case 1 Paul Mitchell Tripod 1 Paul Mitchell Color Apron 1 Pair Latex Gloves 1 Curly Sue Mannequin
BRUSHES	PRODUCT	
1 Paul Mitchell Paddle Plastic 427 1 Paul Mitchell Scalp Brush 1 Paul Mitchell Styling Plastic 407 1 Paul Mitchell Sculpting Plastic 413 1 Paul Mitchell Express Ion Round® - Large 1 Paul Mitchell Express Ion Round® - Small 1 Paddle, Paul Mitchell Lightener	1 6 oz. Hot Off The Press™ 1 1.5 oz. Neuro Heat CTRL Volume Foam 1 5.1 oz. Styling Treatment Oil 1 6.8 oz. Forever Blonde Conditioner 1 6.8 oz. Quick Slip 1 10.14 oz. Lavendar Mint Moisturizing Conditioner 1 10.14 oz. Shampoo One 1 Bag, PLH Tote Bag 1 Card, Note Card, PLH Tote Bag	

## TEXTBOOKS

Students are responsible to purchase textbooks at an additional cost from the tuition.

### COSMETOLOGY TEXTBOOKS

- 1 Cosmetology Milady Soft Textbook \$135.00
- 1 Cosmetology Milady Soft Workbook \$70.00
- 1 Cosmetology Milady Practical Workbook \$70.00
- 1 California State Board of Barbering and Cosmetology Act and Regulations book
- 1 Health and Safety Course Textbook
- 1 Health and Safety Course Exam Booklet

## EDUCATION KIT

- |   |   |
|---|---|
| 1 The Men's Cutting System App (includes Barbering Fundamentals)<br>1 The Cutting System App (includes Cutting book)<br>1 The Color Systems App (included Coloring book)<br>1 The Makeup System App<br>1 The Makeup Portfolio (available in print only) | 1 Business Fundamentals: Connecting to My Future iBook<br>1 Be Nice (Or Else!) iBook<br>1 Plugged In (Access to Master 's Library (while enrolled)<br>1 Mini-Color Swatch Book<br>1 The Skills Card App |
|---|---|

## OPTIONAL KIT ITEMS

- 1 Apple iPad \$382.38 includes tax

**Title IV monies cannot be used towards optional kit items**

## 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 no longer than 14 days after the Last Date of Attendance. The Return of Title IV funds will occur after the Date of Determination, but no later than 45 days.

The Date of Determination is the date that the institution determines the student has withdrawn from the program. For schools that are required to take attendance, the date of determination is no longer than 14 days after the Last Date of Attendance. The Withdrawal Date for schools required to take attendance is the Last Date of Attendance (LDA). The LDA is determined by reviewing the student attendance history in the school's CRM to see the actual last date of attendance for the student. LDA is also determined by the date that the student officially withdraws from the school. The institution has 45 days from the date that the institution determines that the student withdrew to return all unearned funds for which it is responsible. 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:

- ① Repays the overpayment in full to the school;
- ② Enters into a repayment agreement with the school in accordance with repayment arrangements satisfactory to the school; or
- ③ 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:

- ① The student chooses to enter into a repayment agreement with the Department.
- ② 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, .4486 = .449 = 44.9%)

### STEP 1: Students Title IV Aid Information

	Amount Disbursed	Amount that Could Have Been Disbursed	E. Total Title IV Aid Disbursed for the Period
<b>Title IV Grant Programs:</b>			
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"/> (sub-total)	C. <input type="text" value="0.00"/> (sub-total)	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"/>
<b>Title IV Loan Programs:</b>	Net Amount Disbursed	Net Amount that Could Have Been Disbursed	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"/> (sub-total)	D. <input type="text" value="0.00"/> (sub-total)	

### 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.

$$\frac{\text{Hours scheduled to complete}}{\text{Total hour in period}} = \frac{271.00}{450.00} = 60.2\%$$

- ▶ 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).

$$\text{Box H} \times \text{Box G} = \text{Box I}$$

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

### 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.

$$\text{Box I} - \text{Box E} = \text{Box J}$$

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

**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.

$$\text{Box E} - \text{Box I} = \text{Box K}$$

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

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

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

**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
<b>Total loans the school must return = P.</b>	<b>0.00</b>
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:	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 45 days of official cancellation or withdrawal. Official cancellation or withdrawal shall occur on the earlier of the dates that:
  - a. A student is not accepted by the school. This student shall be entitled to a refund of all monies paid to the school except a non-refundable application fee.
  - b. A student (or in the case of a student under legal age, his/her parent or guardian) cancels his/her contract and demands his/her money back in writing, through attendance of the first day of class or the seventh (7) calendar day of signing the enrollment contract, whichever is later. In this case all monies collected by the school shall be refunded except a non-refundable application fee. This policy applies regardless of whether or not the student has actually started training.
  - c. A student who cancels his/her contract through attendance of the first day of class or the seventh (7) calendar day of signing the enrollment contract is entitled to a refund of all monies paid to the school less an application fee of \$100.00.
  - d. A student notifies the institution of his/her official withdrawal in writing.
  - e. A student is expelled by the institution.
  - f. For official cancellations as defined in paragraphs b, c, d, or e, the cancellation date will be determined by the postmark on written notification at the following address: *Paul Mitchell The School San Jose, 2200 Eastridge Loop Unit #1004, San Jose, CA 95122*, or by the date said information is delivered to the school administrator/owner in person. Written cancellations need not take any particular form.
  - g. After the cancellation period 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 of the first day of class or the seventh (7) calendar day of signing the enrollment contract, whichever is later. **YOU MUST CANCEL IN WRITING.** Students do not have the right to cancel by telephoning the school or by not coming to class.
- ③ Any monies due a student who unofficially withdraws from the institution shall be refunded within 45 days of a determination by the institution that the student has withdrawn without notifying the institution. Unofficial withdrawals are monitored every 30 days and a determination is made to withdraw a student who has been absent from school for 14 or more consecutive calendar days; the withdrawal date that will be used in this calculation is the student’s actual last date of attendance.
- ④ When situations of mitigating circumstances are in evidence, such as serious illness, a disabling accident, or death in the immediate family, the school may make a settlement that is reasonable and fair to both parties.
- ⑤ All extra costs, such as books, equipment, graduation fees, application fee, rentals, and other such charges, are not considered in the tuition adjustment computation if the charges are itemized separately in the enrollment contract.
- ⑥ Monies paid for supplies and equipment are refundable through attendance of the first day of class or the seventh (7) calendar day of signing the enrollment contract, whichever is later.
- ⑦ If a course and/or program is cancelled subsequent to a student’s enrollment, and before instruction in the course and/or program has begun, the school shall either provide a full refund of all monies paid or provide completion of the course and/or program.



- ⑧ If a course and/or program is cancelled and ceases to offer instruction after the student has enrolled and instruction has begun, the school shall either provide a full refund of all monies paid or provide completion of the course and/or program.
- ⑨ A student's account may be sent to collections for nonpayment.
- ⑩ If 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.
- ⑪ A student is entitled to a refund of monies not paid from federal student 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 \$100.00.

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

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

Tuition amount	10%	25%	50%	60%	61%-100%
\$21,000.00	\$2,100.00	\$5,250.00	\$10,500.00	\$12,600.00	\$21,000.00

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

You have the right to withdraw from a course of instruction at any time. If you withdraw from the course of instruction after the period allowed for cancellation of the agreement, which is until the first day of class session, or the seventh (7) calendar day after enrollment, whichever is later, the school will remit a refund less a registration fee, if applicable, within 45 days following your withdrawal. You are obligated to pay only for educational services rendered and for unreturned equipment. IF THE AMOUNT YOU HAVE PAID IS MORE THAN THE AMOUNT YOU OWE FOR THE TIME YOU ATTENDED, THEN A REFUND WILL BE MADE WITHIN 45 DAYS OF WITHDRAWAL. IF THE AMOUNT YOU OWE IS MORE THAN THE AMOUNT YOU HAVE ALREADY PAID, THEN YOU WILL HAVE TO MAKE ARRANGEMENTS TO PAY IT.

REMEMBER, YOU MUST CANCEL IN WRITING. You do not have the right to cancel by telephoning the school or failing to attend classes. If you have any complaints, questions, or problems that you cannot resolve with the school, write or call the Bureau for Private Postsecondary Education 1747 N. Market Blvd., Suite 225, Sacramento, CA 95834, (916) 574-8900 or (888) 370-7589.

### STUDENT FINANCIAL AID RELEASE

The undersigned agrees that Paul Mitchell the School San Jose does not guarantee the student loan process in any respect. A Federal Parent Plus loan requires a credit check and is based on the parent's credit. Pre-approval for a Parent Plus loan does not guarantee that the parent will receive a Federal Parent Plus loan. It is critical that the parent be able to pass a credit check when the loan is certified. The school has no control over the approval or decline of a parent's credit history. Nor does the school assume any responsibility for mistakes on any Department of Education financial aid forms. It is up to the student to make sure all forms are accurate and complete.

Federal Loan information is available in the National Student Loan Database System (NSLDS) and will be accessible by Servicers and Schools, as authorized.

### POLICY FOR VERIFICATION OF TITLE IV FUNDING

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

## **SPECIAL PROVISIONS FOR BOOKS AND SUPPLIES**

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

The school will consider all the FSA funds a student is eligible to receive at the time it makes the determination, but the school need not consider aid from non-FSA sources.

The amount the school must provide is the lesser of the presumed credit balance or the amount determined by the school that the student needs to obtain the books and supplies. In determining the required amount, the school may use the actual costs of books and supplies or the allowance for those materials used in estimating the student's cost of attendance for the period. A student may decline to participate in this process to obtain or purchase books and supplies, if they so choose.

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

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

## **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.

## **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.

## **MAJORS, DEGREES, SECOND DEGREE, OR SUMMER TERMS**

Majors, degrees, second degrees, or summer terms does not apply to Paul Mitchell the School San Jose.

## **MAKEUP WORK**

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

## MAKEUP HOURS

The school does not offer makeup hours.

## VETERANS SATISFACTORY PROGRESS POLICY

When the grade average of a veteran or eligible person falls below 75%, the student will be placed on academic probation for one month. If at the end of the probation period the student's grades are still below 75%, veterans' benefits will be terminated. Once minimum academic progress standards are being met, benefits can be reinstated. When a student's attendance falls below 75%, the student will be placed on attendance probation for one month. If at the end of the probation period the student's attendance is still below 75%, veterans' benefits will be terminated. Once minimum attendance standards are being met, benefits can be reinstated.

## 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. 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. *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 67% 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 67% is not eligible for Title IV assistance, if applicable, unless the student is on warning or has prevailed upon appeal of the determination that has resulted in status of probation.

## COMPLETION OF COURSE WITHIN DESIGNATED PERIOD OF TIME

### Cosmetology Schedule:

Full Time	Tuesday - Thursday	9:00 AM to 7:30 PM	10 hrs per day	30 hrs per week
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The state of California requires 1600 clock hours for the cosmetology course. Students are expected to complete the course in no more than 150% of the program length. If a student is never absent, he/she should complete the course within 56 weeks for a full-time student.

## MAXIMUM TIME FRAME

Students must complete the educational program within the maximum time frame, which is based on attending at least 67% of the scheduled hours.

COURSE	LENGTH	MAXIMUM TIME FRAME
Cosmetology – Full Time	56 Weeks	80 Weeks

The maximum time frame allowed for transfer students who need less than full course requirements or part-time students will be determined based on 67% 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. For students with a disability that appeal, the student's disability will be considered as a factor towards maintaining Satisfactory Academic Progress.

## 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.

## INTERRUPTIONS, COURSE INCOMPLETES, AND WITHDRAWALS

If the student needs to take off more time than allotted in the contract or more than 14 consecutive calendar days, he/she must take a leave of absence or withdraw and reenroll when ready to return. If a student needs more than 14 consecutive calendar days of time off due to pregnancy/new mother, and/or military duty then the student should take a leave of absence. Students who withdraw prior to completing the course of study and who wish to reenter will reenter at the same progress status as applicable at the time of withdrawal.

## LEAVE OF ABSENCE

A Leave of Absence (LOA) is a temporary interruption in a Student's program of study. LOA refers to the specific time period during an ongoing program when a Student is not in academic attendance. Leaves of Absence 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. During the COVID-19 pandemic, management may grant a LOA for extenuating circumstances.

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

- ❶ Complete and sign the school's Leave of Absence Request Form in advance, unless unforeseen circumstances prevent the student from doing so.
- ❷ Must state the reason for the Leave of Absence (LOA) request
- ❸ Be approved by the School's Future Professional Advisor and Financial Aid Leader.
- ❹ Leaves must be a minimum of 5 calendar 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 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.

## EVALUATION PROCEDURES AND REQUIRED LEVEL OF ACHIEVEMENT

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

Program Name	1st SAP Evaluation	2nd SAP Evaluation	3rd SAP Evaluation
Cosmetology (30 hour schedule)	450 actual hours and 15 weeks	900 actual hours and 30 weeks	1250 actual hours and 42 weeks

The first evaluation will occur no later than the midpoint of the academic year. The SAP evaluations are completed 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 actual 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.

## 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 timeframe 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.

## **RE-ESTABLISHMENT OF SATISFACTORY ACADEMIC PROGRESS for those who qualify**

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



## APPEAL PROCEDURE

A student may appeal the Financial Aid ineligible decision if he/she has a reason for not making satisfactory progress and if he/she can document that the circumstances that caused the unsatisfactory academic progress determination have in some way changed and that satisfactory academic progress standard can be met by the end of the next evaluation period. A student has ten (10) school days from the date of notification that they are not meeting the second consecutive satisfactory progress determination to appeal the unsatisfactory academic progress determination. The student must submit a written appeal to the school's financial aid office on the designated schools Appeal Form describing why they failed to meet satisfactory academic progress standards, along with supporting documentation of the reasons why the determination should be reversed. This information should include what has changed about the student's situation that will allow them to achieve satisfactory academic progress by the next evaluation point.

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

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

If the appeal is granted the student will be placed on Financial Aid Probation for one evaluation period. If the student has not met academic and/or attendance requirements for two (2) consecutive evaluation periods, 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.

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

The School is concerned about the use of alcohol and drugs in the educational facility. This concern is based upon the effect that those substances have on a person's judgment, performance, safety, and health.

The School prohibits the possession, use, or being under the influence of alcohol or an illegal substance on School premises or at a School activity.

This prohibition includes drugs which (a) are not legally obtainable or (b) are legally obtainable but have not been legally obtained. The prohibition also includes prescribed drugs not legally obtained and prescribed drugs not being used for the prescribed purposes.

In order to enforce this policy, the School reserves the right to search all School premises, including classrooms, administrative offices, corridors, storage rooms, and parking lots. The School also reserves the right to search all employee and student property on School premises or at School activities, including but not limited to backpacks, purses, handbags, lockers, and vehicles parked on School property. The School also reserves the right to implement other measures necessary to deter abuse of this policy. Failure or refusal to cooperate may be grounds for disciplinary action, including expulsion from the School or termination for employees.

The School also will not object to law enforcement seeking to search School premises or employees and students, and employee and student property on School property or at School activities.

## STUDENT RIGHT OF ACCESS AND RECORD RETENTION POLICY

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

- 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 30 days from the date of the request. Copies of all records can be requested at \$0.20 per page.

### General Release of Information

Except under the special conditions described in this policy, a student must provide written consent before a 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 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 San Jose 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.

A school may also disclose information from education records, without the consent or knowledge of the student, to representatives of the U.S. Department of Justice in response to an *ex parte* order issued in connection with the investigation of crimes of terrorism.

### **Disclosures for Other Reasons**

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

### **Directory Information**

Paul Mitchell the School San Jose 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.

### **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.

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

2016 Graduation
69%

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

## PERFORMANCE STATISTICS/JOB OUTLOOK

Paul Mitchell the School San Jose 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 San Jose' performance statistics for the calendar year 2019:

Graduation	Placement	Licensure
57.14%	75%	100%

Cosmetology Program:

Graduation	Placement	Licensure
57.14%	75%	100%

NACCAS' 2019 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 2019. 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, 2020. A student in the licensure cohort may count as a "pass" if they pass all required portions of the examination prior to November 30, 2020.

**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, 2020. Students may be excluded from the calculation if they fall into one of the categories listed. In 2019, the school excluded the following number of students\* based on each of the following categories:

- ① The graduate is deceased 0
- ② The graduate is permanently disabled 0
- ③ The graduate is deployed for military service/duty 0

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

**Total Excluded 0**

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

**BUREAU FOR PRIVATE POSTSECONDARY EDUCATION RATES**

Paul Mitchell the School San Jose' Cosmetology Bureau for Private Postsecondary Education (BPPE) 2019:

<b>Completion (100%)</b>	<b>Placement</b>	<b>Licensure</b>
<b>14%</b>	<b>75%</b>	<b>67%</b>

*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.*

**LIST OF LIBRARY REFERENCE MATERIALS**

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

The students can check out Library Materials from a Learning Leader or Future Professional Advisor.

## STUDENT PROFESSIONAL DEVELOPMENT GUIDELINES

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

### Attendance and Documentation of Time

- ❶ The school records attendance in clock hours and gives appropriate attendance credit for all hours attended. The school does not add or deduct attendance hours as a penalty. Attendance is calculated using a computerized timeclock. This device may consist of an app that can be used on your phone, a biometric scanner in the school, or similar device. To ensure proper credit for clock hours, full-time students are required to clock in/out 4 times a day: when they arrive at school, when they leave for lunch, when they return from lunch, and when they leave at the end of the day. Part-time students are required to clock in/out 2 times a day: when they arrive at school and when they leave at the end of the day. If a student fails to clock in or out for their schedule on the student 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 The school is open from 8:45 AM to 7:30 PM for 3-day students.
- ❸ All courses require continuous attendance.
- ❹ The prescribed attendance schedule must be maintained each week.
- 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 60 clock hours before having to pay extra instructional charges. If the student's training goes beyond the contracted ending date for course completion, the cosmetology student will be charged an additional \$13.13 for each hour completed after the contract ending date. The student may use the 60 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 Students attend Core the first 6 weeks (210 clock hours) of enrollment. During this time the student must maintain a monthly attendance of 90%. If at the conclusion of the month, the student's progress report is not 90% attendance, the student may be dropped from the program and asked to re-enroll in the next class start date.
- ❽ Students who are late or cannot attend school must contact the school and talk to the school service desk immediately. Day students must call in by 8:30 AM.
- ❾ Students must request time off from school from the School Director.
- ❿ Students are required to be in attendance a minimum of ten (10) hours per day, 30 hours per week for the full-time schedule. Holidays such as Thanksgiving, Christmas, and New Year's Day will be set according to the calendar each year.
- ⓫ Lunches and breaks are scheduled for all students. Day students will take 30 minutes for lunch according to their booking. Students should communicate with their learning leader if they have not had lunch.

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

Student Schedule	Breaks	Lunch
3-Day / 10 hr/day	15 min. in the morning & 15 min. in the afternoon	30 min.
5-Day / 7 hr/day	15 min. in the morning & 15 min. in the afternoon	30 min.
Night School / 5 hr/day	20 min.	n/a

- 12 Documentation of time: Students may not leave the school premises during regular hours without an instructor's permission.
  - a. Students who leave school premises for more than 10 minutes or those who leave early must document their time by clocking out on the time clock, signing the sign-out sheet, and having an instructor book them out.
  - b. Students who leave school premises for less than 10 minutes must sign the sign-out sheet.
  - c. Day students must clock out on the time clock for lunch for 30 minutes every day. Students will not receive credit for the hour if they fail to clock in/out for lunch.
- 13 Students may not clock in or out for another student.
- 14 Students must keep a record of all services each day on the "service tracking sheet," which must be completed daily and turned in every month.



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

- ① Future Professionals may wear black or gray in any combination.
- ② A minimal print in clothing is acceptable if it is a black and white print.
- ③ Clothing should be professional and clean.
- ④ Shoes should be black, professional, practical, and comfortable.
- ⑤ Hair should be styled prior to arriving at the school.
- ⑥ Any cosmetics should be applied prior to arriving at the school.
- ⑦ The following is a list of acceptable dress:
  - a. Jeans or clothing made of jean material if they are black or gray in color.
  - b. Sleeveless tops.
  - c. Sweatshirts, printed T-shirts, hooded sweatshirts and/or jackets with the Paul Mitchell logo or the school logo may be worn.
  - d. Stylish hats, scarves, and stylish head wraps.
  - e. Shorts and/or skirts that fall below the fingertips.
- ⑧ Tights or leggings should be worn with skirts or dresses that fall above the knees for all Future Professionals.

**The following is a list of unacceptable dress for all Future Professionals in attendance:**

- a. Gym workout shoes, foot thongs, or beach sandals.
- b. Tank tops, spaghetti string tops, or belly shirts.
- c. Sweatpants.
- d. Sweatshirts, hooded sweatshirts, jackets and printed T-shirts other than those with the Paul Mitchell logo or the school logo.
- e. Shorts and/or skirts that fall above fingertips, when standing up.
- f. Baseball hats, visors, bandanas, caps, or beanies.
- g. Spandex or biking shorts.
- h. Headphones, headgear, and/or earphones are not permitted in the classroom or the clinic classroom.
- i. Sunglasses.

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

## **Sanitation and Personal Services**

- ① Future Professionals must keep workstations and classroom areas clean, sanitary, and clutter-free at all times.
- ② Future Professionals must clean their stations in 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. In order to receive a personal service the student must achieve a 100% in attendance the previous month. The school reserves the right to cancel or reschedule a personal service.

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

**Agreement** — Paul Mitchell the School San Jose establishes rules, guidelines and procedures to ensure responsible use and to control the contents of its lockers. By utilizing Paul Mitchell the School San Jose' 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 San Jose 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 30 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 San Jose 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 San Jose to be harmful, offensive or inappropriate.
- ❻ Paul Mitchell the School San Jose 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 San Jose 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 San Jose 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 the Future Professionals learning experience includes fine-tuning and mastering the skills and behaviors of a salon professional. The school team will coach all Future Professionals to correct noncompliant or inappropriate behavior.

The following actions may be inspected for noncompliance:

- ❶ **Attendance and Documentation of Time Guidelines:** Attendance, promptness, and documentation of work are cornerstones of successful work practices. Future Professionals may be clocked out, released for the day, or suspended when they do not comply with guidelines.
- ❷ **Professional Image Standards:** Professional image standards were created to provide guidance and direction to Future Professionals as they develop their professional image and persona. Future Professionals may be coached and receive an advisory when they do not meet professional image standards.
- ❸ **Sanitation and Personal Service Procedures:** Sanitation and personal service procedures have been established to comply with state laws and to provide a safe and clean service environment. Future Professionals may be coached and receive an advisory when they do not follow sanitation and personal service procedures.
- ❹ **Communication Guidelines and Professional Conduct:** It is the school's responsibility to provide a learning environment that is professional, positive, and conducive to learning. Staff and all contribute to a mutually respectful learning environment that fosters effective communication and professional conduct. Future Professionals who fail to follow communication guidelines and who do not conduct themselves in a respectful and professional manner may experience suspension or termination.
- ❺ **Learning Participation Guidelines:** The learning participation guidelines have been established to provide a creative, fun, interactive, and collaborative learning environment that empowers students to act as future salon professionals and committed learners. Positive behavior is required to create a mutually beneficial learning environment for all Future Professionals. Future Professionals who fail to meet the guidelines and create challenges for other Future Professionals or staff may be released from school, suspended, or terminated.

### Corrective Action Steps

Once a Future Professionals has received five (5) coaching sessions, the Future Professionals may be suspended from school for five (5) days. If a student receives two (2) more coaching sessions after re-admission from a five (5) day suspension, the Future Professionals's attendance may be permanently terminated. A Future Professional may be terminated without prior coaching sessions for improper and/or immoral conduct. Refer to the school Future Professional Advisory Form.

*When monitoring Future Professionals for unofficial withdrawals, the school is required to count any days that a Future Professional was out of school on suspension as a part of the 14 consecutive days of non-attendance used to determine whether the Future Professional 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 Future Professionals' 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

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### 1 Accommodation Procedures for Students with Disabilities

**Non-Discrimination Policy** — It is the policy of Paul Mitchell the School San Jose 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 San Jose 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 San Jose. This applies to all students and applicants for admission to The School. Paul Mitchell the School San Jose 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 San Jose to permit students with disabilities to use service dogs on each campus.

The person responsible for implementing these responsibilities at Paul Mitchell the School San Jose Campus is: Dalena Hoang; ADA Compliance Coordinator; 2200 Eastridge Loop Unit #1004, San Jose, CA 95122; (408) 531- 9036; [dalenah@sanjose.paulmitchell.edu](mailto:dalenah@sanjose.paulmitchell.edu).

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

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

***Documentation of disability by students*** — Students with disabilities who wish to request reasonable accommodations (including academic adjustments, auxiliary aids, or modifications) must contact the ADA Compliance Coordinator named above for their campus. Students must provide documentation of disability from an appropriate professional, which depends on the nature of the disability. For example, a student with a psychological disability should provide documentation from a psychologist, psychiatrist or social worker. The documentation submitted must be within the last 12 months, if older than 12 months the student must provide current documentation from the appropriate professional.

This documentation may be the student's existing medical records, or reports created by the student's medical provider or an appropriate professional who conducts an assessment of the student. It may be documentation from the student's past educational records such as reports from teachers or school psychologists, or records that show the student's educational history, disability assessment, and the accommodations the student previously received. It may be records from the state department of rehabilitation or the U.S. Department of Veterans Affairs. Documentation should be current and relevant, but that does not mean that a recent report or record is needed in all cases. Some disabilities are stable lifelong conditions and historic documentation will be sufficient. Some disabilities are readily apparent and observable and thus little or no documentation will be needed.

The documentation of disability is kept at all times in a locked, private file at The School. To protect privacy, direct access to this documentation is by written consent only. The ADA Compliance Coordinator will determine what information needs to be shared with Paul Mitchell the School San Jose 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 Francis Chau; Director; 2200 Eastridge Loop Unit #1004, San Jose, CA 95122; (408) 531- 9036; [francisc@sanjose.paulmitchell.edu](mailto:francisc@sanjose.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 San Jose 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 Francis Chau; Director; 2200 Eastridge Loop Unit #1004, San Jose, CA 95122; (408) 531- 9036; [francisc@sanjose.paulmitchell.edu](mailto:francisc@sanjose.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 Francis Chau; Director; 2200 Eastridge Loop Unit #1004, San Jose, CA 95122; (408) 531- 9036; [francisc@sanjose.paulmitchell.edu](mailto:francisc@sanjose.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](mailto:OCR@ed.gov)*

OCR has regional offices located throughout the country. To find the office for our state, you can check the OCR website at: <http://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:

$$\text{Cost of Attendance} - \text{Expected Family Contribution (EFC)} = \text{Financial Need}$$

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

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

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

- 1 Citizen or permanent noncitizen alien recipient codes that are eligible are 1- 151, 1-55 1, and 1-94.
- 2 Ineligible codes include F-1, F-2, J-1, and J-2, students that are in Federal Loan default, grant over payment, or male students that meet the Selective Service registration criteria, but are not registered.

The school does not participate in state financial aid programs.

## STUDENT AND EMPLOYEE ANTI-HARASSMENT AND DISCRIMINATION POLICY

Paul Mitchell the School San Jose 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.

*Denial of equal access* to educational opportunities may include skipping class to avoid a harasser, a decline in a student's grade point average, or having difficulty concentrating in class. A complainant does not need to have suffered loss of education before being able to report 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, the complainant is attempting to participate in the school's education program or activity at the time they file the formal complaint, or complaints filed on their behalf against employees, other students, or third parties.

A complainant "attempting to participate" in a school's education program, includes when a complainant: has withdrawn from the school due to alleged sexual harassment and expresses a desire to re-enroll if the school responds appropriately to the allegations; has graduated but intends to apply to a new program or intends to participate in alumni programs and activities; is on a leave of absence and is still enrolled as a student or intends to re-apply after the leave of absence; or has applied for admission.

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:**

Francis Chau  
2200 Eastridge Loop Unit #1004  
San Jose, CA 95122  
francisc@sanjose.paulmitchell.edu  
(408) 531- 9036

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 could include actions that occurred during on-line training that includes computer and Internet networks, digital platforms, and computer hardware or software owned, operated by, or used by the school. In regard to on-line harassment, the school will review the factual circumstances to determine if it occurred in circumstances over which the school had substantial control over the respondent and the context in which the event occurred. 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. A complainant does not need to have already suffered loss of education before being able to report sexual harassment.

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.

- ❶ 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.
- ❷ 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. The school has the discretion to assess the facts and circumstances of a case before deciding whether to dismiss the complaint because the respondent has left the school. The school may consider, for example, whether a respondent poses an ongoing risk to the campus community, or whether a determination regarding responsibility provides a benefit to the complainant even though the school does not have control over the respondent. In these cases, 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. Delays for good cause, may include, for example, a temporary postponement of a hearing to accommodate a person with a disability. However, when deciding whether to grant a delay or extension, the school will consider the interests of promptness, fairness to the parties, and accuracy of adjudications. In these cases, the school will promptly notify all parties of the reason for the delay and the estimated length of the delay, as well as important updates about the investigation. 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. The presumption does not imply that the alleged harassment did not occur, or that the respondent is truthful or a complainant is untruthful. Instead, the presumption is designed to ensure that investigators and decision-makers serve impartially and do not prejudge that the respondent is responsible for the alleged harassment.
- 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. Parties and witnesses are not required to submit to cross-examination or otherwise participate in the Title IX grievance process.
- 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. Questions must be asked in a respectfully and non-abusive manner. If a party's advisor of choice yells at others or is unprofessional or abusive the school may remove the advisor and require a replacement. The school may exclude as not relevant questions that are duplicative or repetitive.
- 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 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 Relevant evidence can be considered to determine whether the respondent is responsible for the alleged sexual harassment. The decision-maker may rely on non-statement evidence related to the alleged prohibited conduct that is in the record, such as photographs or video images showing the underlying incident.

The decision-maker may consider a text message, email, or audio or video recording created and sent by a respondent as a form of alleged sexual harassment even if the respondent does not submit to cross-examination. Similarly, if a complainant alleges that the respondent said, "I'll give you a higher grade in my class if you go on a date with me," the decision-maker may rely on the complainant's testimony that the respondent said those words even if the respondent does not submit to cross-examination.

- ⑩ 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. Police reports, medical reports and other documents and records may not be relied on to the extent they contain the statements of a party or witness who has not submitted to cross-examination.
- ⑪ 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>.

## STUDENT BIOMETRIC INFORMATION PRIVACY POLICY

Paul Mitchell The School San Jose records attendance in clock hours. To ensure proper clock hours are credited, students are required to clock in and out utilizing a biometric scanner in accordance with the US.TimeDox.Com policy. Biometric scanners are computer-based systems that scan a student's finger or facial identifier for purposes of identification. The computer system extracts unique data points and creates a unique mathematical representation used to verify a person's identity. Paul Mitchell The School San Jose or its vendors may collect, retain, and use biometric data for the purpose of identifying students when recording clock hours.

### Biometric Data Defined

In general, biometric data is "biometric identifiers" and "biometric information" as defined below. "Biometric identifier" means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry. Biometric identifiers do not include writing samples, written signatures, photographs, human biological samples used for valid scientific testing or screening, demographic data, tattoo descriptions, or physical descriptions such as height, weight, hair color, or eye color.

"Biometric information" means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual. Biometric information does not include information derived from items or procedures excluded under the definition of biometric identifiers.

### Purpose for Collection of Biometric Data

The School does not collect or store biometric data. At this time, the School's third-party time clock vendor may collect and store an individual's biometric identifier (for example, fingerprint or facial identifiers), solely for identification in connection with the use of the biometric time clock. The School's third-party time clock vendor will retain biometric data of an only for so long as the person is an enrolled student. The biometric data shall be permanently removed from the records of the School's vendors and licensors in accordance with the retention schedule set forth herein.

### Disclosure and Authorization

Each student will be required to sign the Release and Consent to Use of Biometric Data as a condition of his/her enrollment with the School.

The School and its time clock vendors will not sell, lease, trade, or otherwise profit from students' biometric data; provided, however, that the School's time clock vendor will be paid for products or services used by the School that utilize such biometric data.

The School will not disclose or disseminate any biometric data to anyone other than its time clock vendors without first obtaining student's written consent to such disclosure or dissemination unless disclosure or redisclosure is required by state or federal law or municipal ordinance or required pursuant to a valid warrant or subpoena issued by a court of competent jurisdiction.

### Retention Schedule

The School shall retain a student's biometric data only until, and shall require that its time clock vendors permanently destroy such data when, the first of the following occurs:

- ① Within thirty (30) days after the initial purpose for collecting or obtaining such biometric data has been satisfied, such as the withdrawal or graduation of a student;  
or
- ② Within 3 years of the student's last interaction with the School.

### Data Storage

The School and its time clock vendors shall use a reasonable standard of care to store, transmit and protect from disclosure any paper or electronic biometric data collected. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the way the School or its time clock vendors transmit and protect from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as driver's license numbers and social security numbers.

## HARASSMENT, INTIMIDATION, BULLYING AND DISCRIMINATION POLICY

Paul Mitchell the School San Jose 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](http://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>

## COPYRIGHT MATERIAL POLICY FOR PAUL MITCHELL THE SCHOOL SAN JOSE

All material in this program is, unless otherwise stated, the property of Paul Mitchell The School San Jose. 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 San Jose 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. Summary of Civil and Criminal Penalties for Violation of Federal Copyright Laws Copyright infringement is the act of exercising, without permission or legal authority, one or more of the exclusive rights granted to the copyright owner under section 106 of the Copyright Act (Title 17 of the United States Code). These rights include the right to reproduce or distribute a copyrighted work. In the file sharing context, downloading or uploading substantial parts of a copyrighted work without authority constitutes an infringement. Penalties for copyright infringement include civil and criminal penalties. In general, anyone found liable for civil copyright infringement may be ordered to pay either actual damages or "statutory" damages affixed at not less than \$750 and not more than \$30,000 per work infringed. For "willful" infringement, a court may award up to \$150,000 per work infringed. A court can, in its discretion, also assess costs and attorneys' fees. For details, see Title 17, United States Code, Sections 504, 505. Willful copyright infringement can also result in criminal penalties, including imprisonment of up to five years and fines of up to \$250,000 per offense. For more information, please see the website of the U.S. Copyright Office at ([www.copyright.gov](http://www.copyright.gov)).

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.

Paul Mitchell The School San Jose has a Firewall/Router/Internet Bandwidth Shaping, Network Monitoring, and Routing that blocks Illegal File Sharing Sites to prevent students, staff and guests from copyright infringement.

## SOCIAL NETWORKING POLICY

Paul Mitchell the School San Jose 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 San Jose reserves the right to request the removal of any posts at its discretion and take necessary disciplinary action as appropriate.

## REGULATORY AND ACCREDITATION AGENCIES

The following institutions license and regulate our institution:

### **Bureau for Private Postsecondary Education (BPPE)**

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

### **Board of Barbering and Cosmetology (BBC)**

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

### **National Accrediting Commission of Career Arts & Sciences (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 cosmetology arts and sciences, and massage therapy.

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

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

## GRIEVANCE PROCEDURE

This Grievance Procedure will be used to process a written grievance or complaint concerning discrimination, racism, 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](mailto: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](http://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.

## SCHOOL ADMINISTRATION AS OF OCTOBER 2021

**Ownership:** Premier Hairdressing Enterprises, LLC

**Director:** Francis Chau – Bachelors of Science Degree - Business Administration specialization in Decision & Information Sciences, University of Florida Alumni - 1998, Gainesville, Florida. Administrator with 27 years of experience and education in schools.

**Co-Director:** Dalena Hoang – Bachelors of Arts Degree - Psychology, San Francisco State University Alumni - 2002, San Francisco, California. Administrator with 23 years of experience and education in schools.

**Financial Aid Leader:** Kathy Hoang – Bachelors of Arts Degree - Liberal Arts specialization in Education, Fresno State University Alumni - 1999, Fresno, California. Administrator with 26 years of experience and education in schools.

**Admissions Leader:** David Rodriguez – California Cosmetology License KK421013

Administrator with 18 years of experience and education in schools.

Beauty Industry Experience: Stylist, Salon ownership/management, Marketing, Retail Sales including Outside Sales and Marketing in Skin Care.

### Cosmetology Learning Leaders:

**Francis Chau**-Learning Leader- Full Time

Licensed Cosmetologist

California Cosmetology License KK595343

Francis has over seven years of experience, education and training in the industry. Francis loves being a Learning Leader and his Paul Mitchell family.

**Natalie Saiz** – Education Leader- Full Time

Licensed Cosmetologist

California Cosmetology License KK600972

Natalie has over 16 years of experience, education and training in the industry. Natalie loves being an Education Leader and her Paul Mitchell family.

**Nimi Dhaliwal** – Learning Leader- Full Time

Licensed Cosmetologist

California Cosmetology License KK501710

Nimi has over 12 years of experience, education and training in the industry. Nimi loves being an Learning Leader and is Paul Mitchell Certified Level 4 in Color and Cutting

**Andrew Martinez** – Learning Leader- Full Time

Licensed Cosmetologist

California Cosmetology License KK579609

Andrew has over 6 years of experience, education and training in the industry. Andrew loves being an Learning Leader and his Paul Mitchell family.

## VETERANS ADDENDUM TO THE CATALOG

Paul Mitchell The School San Jose 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 31 or 33 and 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.
- ② The date that is 90 days after the date on which the educational institution certifies for tuition and fees following receipt from the student such certificate of eligibility.

Paul Mitchell The School San Jose 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.

Campus main contact/advisor information for veterans and/or beneficiaries is Dalena Hoang at [dalenah@sanjose.paulmitchell.edu](mailto:dalenah@sanjose.paulmitchell.edu).