WE ARE **PAUL MITCHELL SCHOOLS**

2026 CATALOG







Paul Mitchell The School San Diego
410 A Street
San Diego, CA 92101
(619) 398-1590
ADMISSIONS@SANDIEGO.PAULMITCHELL.EDU
paulmitchell.edu/sandiego

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APPROVAL/DISCLOSURE STATEMENT

Paul Mitchell The School San Diego, 410 A Street, San Diego, CA 92101, is a private institution that is approved to operate by the California Bureau for Private Postsecondary Education. Approval to operate means the institution is compliant with the minimum standards contained in the California Private Postsecondary Education Act of 2009 (as amended) and Division 7.5 of Title 5 of the California Code of Regulations. The school is approved to operate until May 31, 2028. ***For more information, contact the Bureau for Private Postsecondary Education (BPPE) at 1747 N. Market Blvd. Suite 225, Sacramento, CA 95834,or by phone at (916) 574-8900, or call toll-free at (888) 370-7589, or visit its Web site at www.bppe.ca.gov.***

Program	Clock Hours
Cosmetology Makeup	1245 clock hours
Cosmetology / Barbering	1200 clock hours
Cosmetology	1000 clock hours
Barbering	1000 clock hours
Esthetics	600 clock hours
Make-up	245 clock hours

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

The school is approved for a satellite location located at 450 A Street, San Diego, CA 92101.

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

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

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

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

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.

The office of Student Assistance and Relief is available to support prospective students, current students, or past students of private postsecondary educational institutions in making informed decisions, understanding their rights, and navigating available services and relief options. The office may be reached by calling (888) 370-7589, option #5, or by visiting osar.bppe.ca.gov.

All information in the content of this school catalog is current and correct and is so certified as true by Kristen Jarrett-Psaradelis, Director.

Signature_____

Kristen Jarrett-Psaradelis, Director

MISSION STATEMENT

Our Mission: To provide a quality educational system to prepare students to pass the state board examination and gain employment within their chosen field of study.

Our Vision: When people come first, success will follow.

Our Core Values:

- Fostering the principles of fairness, equity, inclusion, anti-racism and social justice
- Celebrating diversity, bringing out the best in people, and giving back locally and globally
- Pursuing excellence in every aspect of a Paul Mitchell School education

SCHOOL FACILITIES

Our programs offer the challenge of a stimulating and rewarding career. Paul Mitchell The School San Diego 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 13,095 square-foot facility includes a student lounge and lockers, client reception and work areas, management offices, private classrooms, workstations, and equipment.

The school has wheelchair ramps to the entrance. The main building at 410 A Street has elevator access to all floors and the school has handicapped bathrooms. All classrooms are accessible by using the passenger elevator in main building and utility elevator

Additional Location: The school also has an additional location at 450 A Street, San Diego, CA 92101. The facility has 1 shampoo bowl and is used as an additional classroom for theory and practical instruction for students preparing for the state exam, which we call Final Phase. The facility is 4,053 square feet. The entrance has wheelchair ramps and handicap bathrooms.

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

HOURS OF OPERATION

Monday - Thursday: 9:00 am to 10:00 pm

Friday: 9:00 am to 4:30 pm

Closed Saturday and Sunday

The school director is Kristen Jarrett -Psaradelis, they can be reached in person or by calling 619-398-1590, or by mail at 410 A Street, San Diego, CA 92101.

ADMINISTRATION/OWNERSHIP

Von Curtis, Inc., dba Paul Mitchell The School San Diego, is an independently owned and operated franchisee of Paul Mitchell Advanced Education, LLC.

SCHOOL ADMINISTRATION

Ownership: Von Curtis, Inc.

Director: Kristen Jarrett-Psaradelis

Operations Director: Joyce Cooper

Admissions Leader: Reed Cromeans

Admissions Advisor: Justin Peace

Financial Services Leader: Juliana Casas

Education Leader: Tristan Sutrisno

Future Professional Advisor: Jordan Lewis

COSMETOLOGY LEARNING LEADERS

Tristan Sutrisno: Education Leader / Cosmetology Learning Leader – Full Time
Registered Cosmetologist / Paul Mitchell The School Atlanta- cosmetology certificate - Cosmetology License #KK600010
Tristan is a Color and Texture specialist, and Distance Education Leader at Paul Mitchell The School San Diego. They teach cutting, color, texture, skin and make up as part of the cosmetology program.

Jordan Lewis: Future Professional Advisor / Cosmetology Learning Leader – Full Time
Registered Cosmetologist / Bellus Academy – cosmetology certificate - Cosmetology License #KK593655
Jordan is a Cosmetology educator at Paul Mitchell The School San Diego. She teaches cutting, color, texture, skin and make up as part of the cosmetology program.

Jackie Cunanan: Cosmetology Learning Leader – Full Time
Registered Cosmetologist / Bay Vista School of Cosmetology – cosmetology certificate - Cosmetology License #KK471061
Jackie is a Cosmetology educator at Paul Mitchell The School San Diego. She teaches cutting, color, texture, skin and make up as a part of the cosmetology program.

Kenneth “David” Williams: Cosmetology Learning Leader - Full Time
Registered Cosmetologist / Paul Mitchell The School San Diego – cosmetology certificate - Cosmetology License #KK582967
David is a Cosmetology educator at Paul Mitchell The School San Diego. He teaches cutting, color, texture, skin and make up as part of the cosmetology program.

Giselle Lopez: Cosmetology Learning Leader -Full Time.
Registered Cosmetologist/ Paul Mitchell the School Costa Mesa - cosmetology certificate - Cosmetology license #KK535151
Giselle is a cosmetology educator at Paul Mitchell The School San Diego. She teaches cutting, color, texture, skin, nails and make up as part of the cosmetology program.

Macy "Mace" Knight: Cosmetology Learning Leader -Part Time.
Registered Cosmetologist/ Paul Mitchell The School San Diego - cosmetology certificate - Cosmetology license #KK611716
Mace is a cosmetology educator at Paul Mitchell The School San Diego. They teach cutting, color, texture, skin, nails and make up as part of the cosmetology program.

Anthony “Jay” Rhodes-Barnhardt: Cosmetology Learning Leader - Full Time
Registered Cosmetologist /Salon Success Academy – cosmetology certificate - Cosmetology License #KK595463
Jay is a Cosmetology educator at Paul Mitchell The School San Diego. He teaches cutting, color, texture, skin and make up as part of the cosmetology program.

Annalysse Gomez: Cosmetology Learning Leader -Part Time.
Registered Cosmetologist/ Bellus Academy - cosmetology certificate - Cosmetology license #KK540180
Annalysse is a cosmetology educator at Paul Mitchell The School San Diego. She teaches cutting, color, texture, skin, nails and make up as part of the cosmetology program.

Ashley Twymon: Cosmetology Learning Leader -Part Time.
Registered Cosmetologist/ Paul Mitchell the School San Diego - cosmetology certificate - Cosmetology license #KK632832
Ash is a cosmetology educator at Paul Mitchell The School San Diego. She teaches cutting, color, texture, skin, nails and make up as part of the cosmetology program.

Ayleen Garcia: Cosmetology Learning Leader -Part Time.
Registered Cosmetologist/ Aveda Instutite Las Vegas - cosmetology certificate - Cosmetology license #B119320
Ayleen is a cosmetology educator at Paul Mitchell The School San Diego. She teaches cutting, color, texture, skin and

as part of the cosmetology program.

Jessica Cedillo: Cosmetology Learning Leader -Part Time.
Registered Cosmetologist/ Bellus Academy - cosmetology certificate - Cosmetology license #KK566746
Jessica is a cosmetology educator at Paul Mitchell The School San Diego. She teaches cutting, color, texture, skin, nails and make up as part of the cosmetology program.

Shahd Shkokani: Cosmetology Learning Leader -Part Time.
Registered Cosmetologist/ Paul Mitchell the School - cosmetology certificate - Cosmetology license #KK628595
Shahd is a cosmetology educator at Paul Mitchell The School San Diego. She teaches cutting, color, texture, skin, nails and make up as part of the cosmetology program.

BARBERING LEARNING LEADERS

Sandro Fernandez: Barbering learning leader -Full Time.
Registered Barber/ California Hair Design - barber certificate - Barber license #B90192
Sandro is a Barber educator at Paul Mitchell the School San Diego. He teaches barbering, cutting, color, texture, and skin as part of the barbering program.

Lorenzo Moreno: Barbering learning leader -Part Time.
Registered Barber/ Paul Mitchell the School San Diego - barber certificate - Barber license #B119399
Lorenzo is a Barber educator at Paul Mitchell the School San Diego. He teaches barbering, cutting, color, texture, and skin as part of the barbering program.

Aaron Rodriguez: Barbering learning leader -Part Time.
Registered Barber/Tramy Beauty School - barber certificate - Barber license #B85938
Aaron is a Barber educator at Paul Mitchell the School San Diego. He teaches barbering, cutting, color, texture, and skin as part of the barbering program.

ESTHETICS LEARNING LEADERS

Cynthia Valdez: Esthetics Learning Leader - Full Time.
Registered Esthetician / Palomar of Cosmetolgy - esthetics certificate - Esthetics license #Z145499
Cynthia is an Esthetics educator at Paul Mitchell the School San Diego. She teaches facials, waxing, make up, and lash extensions as part of the esthetics program.

Trisha Sterling: Esthetics Learning Leader - Full Time.
Registered Esthetician / California Hair Design - esthetics certificate - Esthetics license #Z63373
Trisha is an Esthetics educator at Paul Mitchell the School San Diego. She teaches facials, waxing, make up, and lash extensions as part of the esthetics program.

Amanda Cascella: Esthetics Learning Leader - Part Time.
Registered Esthetician / California Hair Design - esthetics certificate - Esthetics license #KK623864
Amanda is an Esthetics educator at Paul Mitchell the School San Diego. She teaches facials, waxing, make up, and lash extensions as part of the esthetics program.

Megan Lesser: Esthetics Learning Leader - Full Time.
Registered Esthetician / Marinello Schools of Beauty - esthetics certificate - Esthetics license #Z101091
Megan is an Esthetics educator at Paul Mitchell the School San Diego. She teaches facials, waxing, make up, and lash extensions as part of the esthetics program.

ADMISSIONS

ADMISSIONS REQUIREMENTS - SECONDARY EDUCATION AND EQUIVALENTS

To qualify for admission to Paul Mitchell The School San Diego, a prospective student must demonstrate that they are academically prepared to be successful. A prospective student must be able to provide verifiable documentation to support that they have a high school diploma, recognized equivalency and/or those who are beyond the age of compulsory school attendance in the State where the institution is located prior to being accepted. To meet that requirement, prospective students must:

- Have a high school diploma (this can be from a foreign school if it is equivalent to a U.S. high school diploma); or
- Have a recognized equivalent of a high school diploma, such as a general educational development (GED) certificate or other state sanctioned test or diploma-equivalency certificate like HiSet; or
- Have completed homeschooling at the secondary level as defined by state law; or
- Have completed secondary school education in a homeschool setting which qualifies for an exemption from compulsory attendance requirements under state law, if state law does not require a homeschooled student to receive a credential for their education; or
- Have successfully completed at least 60 semester or trimester credit hour or 72 quarter credit hours that does not result in the awarding of an associate's degree, but that is acceptable for full credit toward a bachelor's degree at any institution.

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

VERIFICATION AND VALIDATION PROCEDURES

If the school or the Department of Education has any reason to believe that the diploma is not valid or was not obtained from an entity that provides secondary school education, the school will proceed with the two-step validity process. The validity process requires:

1. The school will check with the high school to confirm the validity of the student’s diploma by collecting documentation from the high school that confirms the validity of the high school diploma, including transcripts or other written descriptions of course requirements, or written and signed statements by principals or executive officers at the high school attesting to the rigor and quality of the coursework at the high school;
2. If the high school is regulated or overseen by a state agency, Tribal agency, or Bureau of Indian Education, confirm with the relevant department or agency in the state in which the secondary school is located or obtain documentation from that agency that the secondary school is recognized or meets requirements established by that agency;
3. If the Secretary has published a list of high schools that issued invalid high school diplomas, the school will confirm that the high school does not appear on that list.
   A high school diploma is not valid if it:
   i. Does not meet the applicable requirements established by the appropriate state agency, Tribal Agency, or Bureau of Indian Education in the state where the high school is located;
   ii. Has been determined to be invalid by the Department of Education, the appropriate state agency in the state where the high school was located, or through a court proceeding; or iii. Was obtained from an entity that requires little or no secondary instruction or coursework to obtain a high school diploma, including through a test that does not meet the requirements for a recognized equivalent of a high school diploma.

If the School is unable to determine validity of the high school diploma, state-recognized equivalency, or any other submitted documentation to fulfill the schools admissions high school education and equivalents requirement, then the prospective student will not be accepted to the school.

ADMISSION PROCEDURES

The following admissions procedures apply to all new and transfer students. Transfer students are required to complete additional requirements if they would like their prior academic coursework to be considered for the awarding of transfer credits (please see the Transfer Students section of the catalog).

1. **Complete an Application for Admission:** Complete and submit the application for admission. The application for admission may be obtained from an admissions advisor.
2. **Pay the Application Fee:** The application fee of $25.00 can be paid in the form of cash, credit card or personal check payable to Paul Mitchell The School San Diego. A application for admission cannot be processed until the application fee is received. The application fee is not included in the cost of tuition and must be paid prior to being admitted to the school. The school may opt to waive the application fee for students who transfer from a school that has closed without notice
3. **Interview:** All applicants must complete an interview with an admission's advisor.
4. **Provide Proof of Identity:** Applicants are required to provide proof of identification as part of the application admission process. The school will maintain a copy of the identification presented as part of the student's admission file.
   Acceptable forms of photo identification include:
   - Government-issued driver's license
   - Government-issued non-driver ID card
   - Government-issued passport
   - National identification card (Consulate, Permanent Resident Card, Immigrant Visa Card, Employment Authorization Card)
   - Tribal Photo ID (no photocopies accepted)
   - Government-issued military ID – Acceptable military IDs:
     - The Veteran Health Identification Card (VHIC)
     - Veteran Identification Card (VIC)
     - Personal Identity Verification Card (PIV)

     **Photocopying of military identification cards for the purpose of receiving federal benefits other than military-related benefits is not authorized and therefore is unacceptable proof of identification. For this reason, any other form of military ID cards is unacceptable.*

     Photo IDs must contain:
     - Applicant Students Full Name
     - Contain a photograph of the applicant
     - Be an original document
     - Be current and valid: *expired documents are not acceptable*
     - Match the name used in the application
       a. If name has changed, supporting documentation including but not limited to marriage certificate, court approval documentation or related documents are required.
5. **High School or Equivalent Verification Documents:** Applicants must demonstrate that they meet the High School requirements. The school considers a high school diploma, high school transcripts, GED certificate, GED transcript or high school equivalency certificate valid if granted by a high school or agency/program accredited or recognized by a state department of education (e.g. The State of California Department of Education).
   A student's self-certification is not sufficient to validate a high school diploma or high school equivalency certificate or that they have completed secondary school through homeschooling as defined by state law.
   If we determine that your diploma or high school equivalency diploma is not valid you will be denied admission to the school.
   Applications who have completed their high school requirements early, but the high school does not formally issue the high school diploma until a later time must submit a signed and dated statement by an official from the high school attesting that the student has completed all of the required coursework and has successfully

passed any required proficiency examinations for the high school diploma. The statement must include the date when the actual high school diploma will be issued.

Students who are homeschooled must be able to demonstrate and document that they meet their states high school graduation requirements. Secondary school education at a homeschool is valid if their secondary school education was in a homeschool that state law treats as a home or private school (see https://hslda.org/legal for requirements for each state). Applicants who completed homeschooling must submit their high school transcripts for review and evaluation.

Applicants who received their high school diploma in another country are required to submit their official high school transcripts to a foreign credentialing evaluation service.

Please note the document must be translated into English by a certified translator and accompanied by an evaluation of a credentialed evaluation service certifying it is equivalent to a U.S. high school diploma. We can accept credentials translated and evaluated by any agency under NACES. A list of approved agencies is located at NACES (National Association of Credential Evaluation Services) under: https://www.naces.org/members. We must receive a credential report directly from the evaluation services. Copies will not be accepted. Applicants are responsible for paying the costs of the translation and evaluation.

Applicants who have successfully completed at least a two-year college-level program that did not result in the awarding of an associate degree must submit official college transcripts demonstrating successful completion of at least 60 semester or trimester credits hours or 72 quarter credit hours that is acceptable for full credit towards a bachelor's degree at an institution.

Applicants who have successfully completed an associate degree or bachelor's degree may show completion of the degree by providing the degree or official transcripts.

Note that merely possessing a certificate of attendance and/or high school completion is not sufficient for a student to be Title IV aid eligible.

Any high school that meets the above definition for a diploma mill, will not be recognized as a valid high school for admissions or Title IV aid purposes.

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

Admitted students who would like to request a reasonable accommodation under the Americans with Disabilities Act should contact the ADA Compliance Coordinator

Paul Mitchell The School San Diego accepts re-entry students if they qualify. Please review the re-entry policy for specific requirements.

Once an applicant has completed the process to apply to the school, the admissions team and director reviews each applicant and their required application materials to determine if the applicant will be admitted.

The applicant will be notified of the decision in writing.

If the applicant is admitted, they will be notified of the next steps to enroll in their academic program.

Applicants who wish to appeal a denial decision must submit a written appeal to the School Director. The Director will review the reasons for denial and may conduct a secondary interview or provide a written response within 30 days of receiving the appeal. Appeals will not be considered if the denial is based on failure to meet minimum education requirements or on the submission of false information during the admissions process.

Acceptance for enrollment is contingent upon the accepted student's continued demonstration of professional conduct and adherence to institutional standards. Paul Mitchell The School San Diego reserves the right to rescind an offer of acceptance at its sole discretion prior to the student's class start date.

APPLICANTS WITH NON-IMMIGRANT VISAS AND INTERNATIONAL STUDENTS

Applicants with non-immigrant visas should be aware of the following:

- Federal financial aid is not available to an applicant with a non-immigrant visa.
- An individual must be authorized to work in the United States to take the state licensure exam.

If an applicant needs assistance in understanding how their visa status impacts their ability to receive federal financial aid or take the state licensure exam after completing their program, they should contact an admissions advisor.

Paul Mitchell The School San Diego is not eligible to enroll international students studying under an 1-20 student visa.

We do not provide visa services to students.

RE-ENTRY STUDENTS

HOW TO START THE PROCESS

A withdrawn student who wishes to re-enter their program should contact the school's admission advisor. Students may re-enroll after 7 days, subject to Director approval.

THE RE-ENTRY FEE

A $100.00 re-entry fee applies to all re-entering students, unless a re-enrollment agreement was signed at the time of withdrawal. The fee:

- Must be paid prior to re-entry
- Cannot be paid with federal financial aid
- Is waived for members of the U.S Armed Forces (see below)

REQUIREMENTS BY TIMEFRAME

Requirements differ depending on how long it's been since the student's last date of attendance.

RE-ENTRY WITHIN 180 DAYS

- Pay all outstanding tuition and fees or make satisfactory payment arrangements.
- Previous tuition payments will be credited to the student’s balance based upon the original contracted cost for the program.
- Pay the $100.00 re-entry fee (unless a re-enrollment agreement was signed prior to withdrawing).
- Students who are Student Tuition Recovery Fund (STRF) eligible (refer to STRF eligibility guidelines) will be assessed a prorated STRF fee.

RE-ENTRY AFTER 180 DAYS

- Pay all outstanding tuition and fees or make satisfactory payment arrangements.
- Tuition will be assessed at the current hourly rate.
- Students are required to purchase a kit if their current kit is not complete. Any missing kit items must be purchased.
- Pay the $100.00 re-entry fee and submit a new application for admission.
- Students who are Student Tuition Recovery Fund (STRF) eligible (refer to STRF eligibility guidelines) will be assessed a prorated STRF fee.
- Submit a re-entry essay that demonstrates commitment to completing the program.

ATTENDANCE REQUIREMENT

Re-entry students who had less than 100% attendance at the time they withdrew have 60 calendar days after re-entry to bring their attendance up to institutional requirements. This applies regardless of which timeframe above the student falls into.

ACADEMIC STANDING

Students who re-enter the program are placed in the same Satisfactory Academic Progress (SAP) standing they held when they left the school.

DECISION & NOTIFICATION

The decision to permit re-entry is at the sole discretion of Paul Mitchell The School San Diego All students will be notified in writing of the outcome of their re-entry request.

MILITARY SERVICE MEMBERS

Members of the U.S. Armed Forces — including reserve components of the National Guard — will be readmitted to their former program if they notify the admission team that their withdrawal was due to military service. Paul Mitchell The School San Diego will make every reasonable effort to accommodate service members requesting an absence for this reason. The $100.00 re-entry fee is waived for these students.

TRANSFER OF CREDIT POLICIES

TRANSFER OF CREDIT POLICY - STUDENTS ENTERING THE SCHOOL

Paul Mitchell The School San Diego will accept transfer hours from other schools based on an evaluation of the student's comprehension of the course material and the applicability of the courses to the student's intended academic program at the school.

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 Diego prior to enrollment. The school does not allow a student to appeal the number of hours accepted when transferring from another location.

Transfer students are assessed tuition at the current per hour rate. Current tuition rate information is located in the "Costs of Tuition and Supplies" section of the catalog.

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

Paul Mitchell The School San Diego does not accept or award for credit hours and/or transfer hours for prior experiential learning.

At the school's sole discretion, a student may be permitted to transfer in more hours from a non-Paul Mitchell School than is described in the policy below, if the student is transferring from a school that has closed without notice and the student can demonstrate the appropriate course knowledge.

At the school's sole discretion, a VA student may be permitted credits for services in the armed forces, paid or unpaid employment, or other demonstrated competency based on an evaluation of the student's comprehension of the course materials and the applicability of the courses to the student's intended academic program at the school.

TRANSFER OF CREDIT POLICY

Cosmetology Make-Up

Cosmetology Make-Up students transferring from another Paul Mitchell School. If transferring from another Paul Mitchell School, a maximum of 800 transfer hours will be accepted. Students transferring from another Paul Mitchell school must complete a minimum of 445 hours to attend Final Phase.

Cosmetology Make-Up students transferring from a non-Paul Mitchell School A maximum of 550 hours will be accepted. All cosmetology transfer students must complete a minimum of 695 hours.

1. Pass a written exam with a minimum of 75% passing

Cosmetology/Barbering

Cosmetology/Barbering students transferring from another Paul Mitchell School. If transferring from another Paul Mitchell School, a maximum of 800 transfer hours will be accepted. Students transferring from another Paul Mitchell school must complete a minimum of 400 hours to attend Final Phase.

Cosmetology students transferring from a non-Paul Mitchell School. A maximum of 550 hours will be accepted. All cosmetology transfer students must complete a minimum of 650 hours.

1. Pass a written exam with a minimum of 75% passing

Cosmetology

Cosmetology students transferring from another Paul Mitchell School. If transferring from another Paul Mitchell School, a maximum of 800 transfer hours will be accepted. Students transferring from another Paul Mitchell school must complete a minimum of 200 hours to attend Final Phase.

Cosmetology students transferring from a non-Paul Mitchell School. A maximum of 550 hours will be accepted. All cosmetology transfer students must complete a minimum of 450 hours.

1. Pass a written exam with a minimum of 75% passing

Barbering

Barbering students transferring from another Paul Mitchell School If transferring from another Paul Mitchell School, a maximum of 800 transfer hours will be accepted. Students transferring from another Paul Mitchell school must complete a minimum of 200 hours to attend Final Phase.

Barbering students transferring from a non-Paul Mitchell School A maximum of 550 hours will be accepted. All barber transfer students must complete a minimum of 450 hours.

1. Pass a written exam with a minimum of 75% passing

Esthetics

Esthetics students transferring from a Paul Mitchell or non-Paul Mitchell school, 0 (zero) hours will be accepted.

Make-Up

Make-Up students transferring from a Paul Mitchell or non-Paul Mitchell school, 0 (zero) hours will be accepted.

TRANSFERRING FROM ONE METHOD OF DELIVERY TO ANOTHER

A currently enrolled student may transfer from a traditional method of delivery program to a hybrid (distance education) method of delivery program, if the student within the same program, and if the program is available. The student would need to complete an enrollment agreement addendum to enroll into the program they are transferring to.

NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION

The transferability of credits you earn at the institution is at the complete discretion of the institution to which you may seek to transfer. Acceptance of the certificate you earn is also at the complete discretion of the institution to which you may seek to transfer. If the certificate that you earn at the 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 the institution will meet your educational goals. This may include contacting a School to which you may seek to transfer after attending the School to determine if your credits or certificate will transfer.

Paul Mitchell The School San Diego 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 Diego 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 Diego. You may be required to repeat some or all of your coursework, if Paul Mitchell The School San Diego 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 Diego's admissions leader to determine if your credits or certificate will transfer. Transfer students are responsible to pay the hourly fee based on the number of hours needed to complete the program of study, which is noted under the Transfer Student section of this catalog. Transfer students are responsible to pay the $25.00 application fee as part of the Admissions Procedure. The transfers student's technical kit will be evaluated, and if necessary, the student will be responsible to purchase the technical and digital kit, as well as the textbooks and any sales tax involved.

STATE LICENSING REQUIREMENTS AND 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 Diego is not responsible for students denied licensure.

STATE LICENSURE REQUIREMENTS

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

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

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

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

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

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

**The Make-Up program is not licensed or regulated by the Board of Barbering and Cosmetology.

DISCLOSURE FOR PROGRAMS LEADING TO LICENSURE

The following programs offered at Paul Mitchell The School San Diego lead to licensure in the state of California: Cosmetology Make-Up , Cosmetology / Barbering, Cosmetology, Barbering, Esthetics, and Make-Up. 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 https://paulmitchell.edu/sandiego 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.

HOLIDAYS AND SCHOOL CLOSURES

The school is open for business unless there is a declared State of Emergency. Unexpected closures and snow days will be reported via the schools website and/or Facebook page.

Holidays and School Closures	**2026 Dates**
New Years Day	January 1, 2026
Memorial Day	May 25, 2026
Juneteenth	June 19, 2026
Independence Day	July 4, 2026
Labor Day	September 7, 2026
Thanksgiving Day	November 26, 2026
Christmas Eve & Day	December 24-25, 2026
Staff Development Days	January 13, February 10, March 10, April 7, May 19, July 21, August 11, September 15, October 13, November 10

Holidays and School Closures	**2027 Dates**
New Year's Day	January 1, 2027
Memorial Day	May 31, 2027
Juneteenth (observed)	June 18, 2027
Independence Day (observed)	July 5, 2027
Labor Day	September 6, 2027
Thanksgiving Day	November 25, 2027
Christmas Eve	December 24, 2027
Christmas Day (observed)	December 27, 2027
Staff Development Days	January 19, February 23, March 16, April 13, May 25, July 20, August 10, September 21, October 19, November 16

LANGUAGE DISCLOSURE

Paul Mitchell The School San Diego 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 students primary language is not English the student may bring an interpreter, when signing the Enrollment Agreement to obtain a clear understanding of the terms and conditions of the Enrollment Agreement in the students primary language.

FUTURE PROFESSIONAL INFORMATION

CONSTITUTION DAY

Constitution Day was established by Congress in an effort to increase knowledge about the United States Constitution. The amendment, proposed by Senator Robert C. Byrd, was passed in December 2004, and requires all educational institutions to commemorate Constitution Day by offering education and programs each year on September 17 (or in the preceding or following week if the date falls on a Saturday, Sunday, or holiday).

Constitution Day commemorates September 17, 1787, the signing of the United States Constitution. The Constitution established America's national government and fundamental laws and guaranteed certain basic rights for its citizens.

Constitution Day also serves as a reminder to participate in the political process by exercising our right to vote.

The school celebrates Constitution Day with an event and promotes awareness of the U.S. Constitution and voter registration information to all present.

This year's Constitution Day will be celebrated Thursday, September 17, 2026.

To view an interactive version of the U.S. Constitution, go to the National Constitution Center at https://constitutioncenter.org/.

For more information about voting, go to voter resources at https://www.eac.gov/.

EDUCATION GOALS

Paul Mitchell The School San Diego 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:

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

FUTURE PROFESSIONAL ADVISORY POLICY

As future beauty industry professionals, it is essential that Future Professionals learn and model the behavioral standards of the industry. Paul Mitchell the School San Diego expects Future Professionals to maintain acceptable standards of behavior on campus and satisfactory educational progress in their coursework. To support Future Professionals' personal and professional development, Paul Mitchell The School San Diego has identified five overarching principles for Future Professional conduct:

- **Attendance and Documentation of Time Guidelines:** Attendance, promptness, and documentation of work are cornerstones of successful work practices.
- **Professional Image Standards:** Professional image standards were created to provide guidance and direction to Future Professionals as they develop their professional image and personal.

- **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.
- **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.
- **Learning Participation Guidelines:** The learning participation guidelines have been established to provide a creative, fun, interactive, and collaborative learning environment that empowers Future Professionals to act as professionals and committed learners. Positive behavior is required to create a mutually beneficial learning environment for all Future Professionals.

To ensure that the school's culture embodies these principles, Future Professionals will be coached for non-compliance with any of the items listed below. These coaching opportunities will be documented on the Future Professional Advisory form.

For Cosmetology, Cosmetology Make-up, Cosmetology/Barbering, Barbering Program and Make-up Students or Esthetics Program Students whose program start date was before December 31, 2025:

If a Future Professional receives five (5) coaching sessions, they may receive a suspension of five (5) scheduled school days. On the Future Professional's fifth coaching session, the Future Professional Advisor will create a plan of action to be followed. After a Future Professional has received a five-school-day suspension, the Future Professional may only receive two (2) more coaching sessions. On the seventh (7) coaching session, the Future Professional may be terminated from the school. If a behavior is sufficiently severe or repeated, a student may be terminated without notice, even if the behavior is listed as a coachable violation.

For Esthetics or Make-up Program Students whose program start date was after January 1, 2026:

If a Future Professional receives three (3) coaching sessions, they may receive a suspension of five (5) scheduled school days. On the Future Professional's third coaching session, the Future Professional Advisor will create a plan of action to be followed. After a Future Professional has received a five-school-day suspension, the Future Professional may only receive two (2) more coaching sessions. On the fifth (5) coaching session, the Future Professional may be terminated from the school. If a behavior is sufficiently severe or repeated, a student may be terminated without notice, even if the behavior is listed as a coachable violation.

The School reserves the right to place a student on suspension pending an investigation into violations of the advisory policy.

Future Professionals may receive coaching sessions for the following items which are prohibited:

1. Failure to follow the Dress Code: Future Professionals must be in dress code, as set forth in the Professional Development Guidelines. This includes wearing a nametag.
2. Malicious Gossip is defined as disseminating private information about another individual or group of individuals with the purpose or effect of causing harm.
3. Harassment includes but is not limited to verbal, psychological, graphic and/or written abuse directed at another, beyond a reasonable expression of opinion, which:
    - Is threatening or carries with it the intention to do bodily harm; or
    - Disrupts or undermines a person's exercise of their responsibilities as a Future Professional or staff member including unreasonably interfering with a person's educational or work performance.

Harassment which is based upon a protected class as defined in the Protected Class Non- Discrimination Policy and Procedures is also prohibited conduct, but that type of harassment is covered in number 25 below; it is a separate offense from Harassment under this section and such conduct is investigated and adjudicated as provided in the Protected Class Non-Discrimination Policy and Procedures.

Bullying is prohibited by the anti-bullying policy and is a separate offense from Harassment under this section. Such Conduct is addressed in line with the Anti-Bullying Policy and procedures.

4. Coachable Attendance Violations
    - Failing to Meet the Attendance Requirement: Monthly: a Future Professional must abide by the SAP Attendance Policy at in the Satisfactory Academic Progress Policy. Attendance will be checked monthly, falling below this percentage may result in an advisory.
    - Not calling to report lateness or absence: Failure to provide proper notice of an absence or tardiness in accordance with the attendance policy.
    - Excessive Tardiness: Being more than ten (10) minutes late to scheduled time on more than two (2) occasions in a thirty (30) day period.
    - Mandatory Attendance Day Violation: certain days are required for attendance to meet educational goals. Missing any day designated as a mandatory attendance day is prohibited.
    - Failing to follow the Attendance and Documentation of Time Policy.
5. Academic Coaching
    - Beginning a service without a Learning Leader consultation: Future Professionals are required to complete a consultation with a Learning Leader before starting a service on a service guest or other Future Professional.
    - Failure to timely complete assignments: Each Future Professional is required to complete their assigned worksheets with set deadlines.
    - Failure to properly attend Theory Hours and Tests: Future Professionals are required to timely complete all state required theory tests and maintain satisfactory attendance at theory class.
    - Failure to complete practical and academic assignments.
6. Parking Violation: Future Professionals must park in the area designated for Future Professionals to park.
7. This is a smoke-free campus. All smoking on campus is prohibited, including in the parking lot.
8. Violation of the School's Internet and Social Networking Policy: Use of school technology for non-educational purpose is prohibited.
9. Violation of this Future Professional Advisory Policy or School Standards at a school-sponsored event, externship, off-campus event, and/or fieldtrip.
10. Disruptive Behavior is defined as any behavior that a reasonable instructor believes substantially interferes with the teaching or learning process, whether in a classroom or other learning environment (such as an online platform, clinic classroom, field experience, in an office, or other setting whether it is an on-campus or off-campus location) and continues after an instructor or other school employee's request to cease. Examples of disruptive behavior include, but are not limited to:
    - Verbal abuse of or threatening the instructor or other Future Professionals;
    - Damaging classroom furniture or property;
    - Damaging the property of another Future Professional or Instructor;
    - Creating excessive noise;
    - Refusal to comply with instructor direction;
    - Persistently speaking without being recognized or called upon;
    - Refusing to be seated;
    - Unauthorized use of cell phones, laptops or other relevant technology; and
    - Disrupting the class by repeatedly leaving and entering the room without authorization.

The expression of disagreement with the instructor or classmates is not in itself disruptive behavior. Disruptive behavior also does not include appropriate demonstration of disagreements or differences of opinion, cultural differences, differing values or beliefs, or needing extra time or attention based on reasonable accommodation for disabilities.

11. Sleeping in class is prohibited.
12. Unprofessional Communication: Future Professionals and Staff are to maintain respectful and professional communication at all times. Some examples of unprofessional communication include, but are not limited to: yelling or raising your voice when communicating; use physical presence or location to emphasize a point; rude,

offensive, and/or abusive language; swearing/use of profanity; uncooperative behavior during regular activities or processes, and repeatedly speaking over others.

13. Lying to or dishonesty with an Administrator: providing false information to a School Administrator is prohibited.
14. Failing to be actively engaged in school-related activities. Future Professionals are expected to be continuously working on school-related projects, assignments, clinic practical worksheets, guest, reading theory, or test preparation during school hours. This includes attending all scheduled educational opportunities, like Theory and Specialty Classes.
    - Failure to or refusal to engage in school related work is prohibited.
    - Refusing to take a clinic classroom Guest
15. Failing to follow the Future Professional Professional Guidelines

Future Professionals may be terminated for the following without a coaching opportunity or warning:

16. Drugs/Alcohol: The manufacture of, possession of, use of, or being under the influence of alcohol or drugs, including prescription cannabis, while on school grounds is prohibited. Providing alcohol to an underage individual at school or an affiliated function is also prohibited.
17. Possession of Firearms, Explosives, and/or Weapons is prohibited:
    - Firearms, Explosives, and Weapons are defined as an instrument, article or substance that is designed, used or likely to be used to cause bodily harm or property damage.
    - Weapons include but are not limited to the following items: firearms, including rifles, shotguns, handguns; bowie, dirks and knives (other than kitchen knives), explosives, swords, nunchucks, throwing stars and other martial arts weapons, crossbows, compound bows, recurve bows, long bows, bear spray (however, pepper spray that is small, and for personal protection dispensers), BB guns, paintball guns, ammunition and non-functioning replicas that could be confused with actual firearms.
18. Time Clock Violations: The following behavior is prohibited:
    - Clocking in or out for another Future Professional;
    - Requesting another Future Professional clock you in or out;
    - Leaving the school facility and/or premises 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 for educational time. This includes exceeding allotted break or lunch times.
19. Cheating: giving, using or attempting to use unauthorized materials, information, notes, study aids or other devices in any academic exercise including unauthorized communication of information. Examples of cheating include copying from another Future Professional's paper or receiving unauthorized assistance during a quiz, test or examination; using books, notes or other devices such as calculators, unless authorized; acquiring without authorization copies of test or examinations before the scheduled exercise; or copying reports, laboratory work or computer programs or files from other Future Professionals.
20. Stealing: Theft, attempted theft, unauthorized possession, use, or removal of School Property or the property of a member of the school community is prohibited. This includes, but is not limited to taking items from another Future Professional's locker or area; taking materials from the school; shoplifting from the retail area; taking money or personal financial information of another (e.g. credit/debit card information); theft by deception; taking jewelry or electronics not belonging to you; or defacing, tampering with, damaging or destroying property of the school or an individual.
21. Tampering is the attempt to alter School records, grades, assignments, or other documents without authorization. Examples of tampering include, but are not limited to using a computer or falsified document to change a School record; forging the signature of a School official on a document or other School record; erasing information or records of a Future Professional; unauthorized access to a School record by computer or via unauthorized entry into an office or file; or obtaining information from the School without proper authorization.
22. Plagiarism is presenting the work of another as one’s own without proper acknowledgment. This includes copying worksheets or other materials turned in from another Future Professional.
23. Facilitating academic misconduct is the assistance in or attempting to assist another in plagiarism or cheating.

24. Other Academic Misconduct: Examples of other academic misconduct include distributing test questions or substantive information about the material to be covered on a test before it is administered, taking an examination or test for another Future Professional, and/or signing a false name on an academic exercise like tests or worksheets.
25. Physical Violence, Physical Altercations and Threats of Violence or Threats of Physical Altercations are prohibited:
    - Physical Violence and Physical Altercations include but are not limited to: intentional physical contact with another (e.g. bumping into another person), physical interference with a person that prevents them from conducting their normal affairs, words or actions that put a person in fear for their physical safety, and causing a person to suffer actual physical injury.
    - Threats are words or actions that cause a reasonable expectation of injury to the health or safety of any person or damage to property.
    - Intimidation is defined as implied threats either verbally, in writing, or in person that cause a reasonable fear of harm in another.
26. Violation of the Protected Class Non-Discrimination Policy and Procedures
27. Violation of the Anti-Bullying Policy.
28. Violation any other matter covered by the Grievance Procedure.
29. Other Prohibited Conduct: The following is prohibited
    - Engaging in behavior that constitutes a violation of federal, state, or local law on School premises or at a School sponsored event.
    - Acting to impair, interfere with or obstruct the orderly conduct, processes, and functions of the School, including, but not limited to:
        - Interference with the freedom of movement of any member or guest of the school.
        - Interference with the rights of others to enter, use, or leave a School facility, service, or activity.
        - Use of any public address systems without the express written permission of the Director.
        - Failure to comply with the direction of law enforcement/first responders and School officials acting in their scope of duties and/or failure to identify yourself to those persons when requested.
        - Failure to comply with any authorized sanction or condition related to the Code of Conduct, Anti-Bullying Policy, Grievance Procedure, and/or Protected Class Discrimination and Harassment Policy.
        - Trespassing or unauthorized entry into any School buildings or property; or
        - Unauthorized use or misuse or School names, trademarks, and images.
    - Fire Safety Violations:
        - Intentionally or recklessly causing a fire that damages School or personal property or which causes injury;
        - Failing to evacuate the School during a fire alarm;
        - Improper use of fire safety equipment; or
        - Tampering with or improperly engaging a fire alarm.
    - Abuse of Process: The following behavior is prohibited:
        i. Falsification, distortion, or misrepresentation of information;
        ii. Failure to provide, destruction of, or concealing information during an investigation process;
        iii. Attempting to discourage an individual's proper participation in or use of the Code of Conduct or its process;
        iv. Harassment or intimidation of a witness to any alleged violation of any published policy, including the Code of Conduct; or
        v. Influencing or attempting to influence another person to commit an abuse of the conduct process.

Eligibility to resume attendance after a suspension will be evaluated based on 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 Services Leader to determine the compliance for re-entry.
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.

Additional violations in the first thirty (30) days back from suspension may result in termination.

For all Cosmetology, Cosmetology Make-up, Cosmetology/Barbering, Barbering Program and Make-up Future Professionals or an Esthetics Program Future Professional with a start date before December 31, 2025, the school may terminate a Future Professional's enrollment for receiving seven (7) coaching sessions, an immediately terminable coaching, and/or failing to comply with the educational requirements and/or the terms as stipulated in the Enrollment Agreement. For Esthetics or Make-Up Program Future Professional with a start date after January 1, 2026, the school may terminate an Esthetics or Make-Up Program Future Professional's enrollment for receiving five (5) coaching sessions, and/or failing to comply with the educational requirements and/or the terms as stipulated in the Enrollment Agreement.

APPEAL FROM TERMINATION FOR MAXIMUM COACHING SESSIONS

If a Future Professional is terminated due to receiving the maximum number of coaching sessions, or due to the reasons outlined under termination on the Future Professional Advisory Form, the student may appeal the termination decision unless it is designated as non-appealable below. A Future Professional has five (5) calendar days from the date of termination to appeal the decision. The Future Professional must submit a written appeal to the school's Future Professional Advisor on the school's Termination Appeal Form describing why they were terminated, along with supporting documentation of the reasons why the determination should be reversed, or they should be re-admitted. This information should include what has changed about the student's situation that will allow them to continue through the program without additional code of conduct violations.

An appeal hearing will take place within 15 business days of receipt of the written appeal. This hearing will be attended by the Future Professional, parent/guardian (if the Future Professional is a dependent minor), the Future Professional's Learning Leader, the Future Professional Advisor, and/or the school Director. A decision on the Future Professional's appeal will be made within three (3) business days by the school Director and will be communicated to the Future Professional in writing. This decision will be final.

The student will be charged an administrative withdrawal fee of $100.00. This fee cannot be paid with federal student aid.

CERTAIN TERMINATIONS ARE FINAL AND ARE NOT APPEALABLE

If a Future Professional is terminated for violations of the Protected Class Non-Discrimination Policy and Procedures, Anti-Bullying Policy, Physical Violence, Physical Altercations and Threats of Violence or Threats of Physical Altercations, Drug or Alcohol Violations, Weapons Violations, violations of the Anti-Bullying Policy such termination is final and may not be appealed separately pursuant to this section.

The student will be charged an administrative withdrawal fee of $100.00. This fee cannot be paid with federal student aid.

RETURN AFTER TERMINATION APPEAL

Future Professional returning after a termination appeal shall be on probation for thirty (30) days, during which an additional violation may result in termination. After returning from a termination appeal, if a student is terminated, this termination is not appealable.

ADVISORY PROCESS RETURN AFTER SUSPENSION

Additional violations in the first thirty (30) days back from suspension may result in termination.

After the thirty-day (30) probationary period, the Future Professional will have two (2) additional coaching sessions before being terminated again.

INDUSTRY REQUIREMENTS

Interested in pursuing a career in the beauty industry should:

- Develop finger dexterity and a sense of form and artistry.
- Enjoy serving the public.
- Stay aware of the latest fashions and beauty techniques.
- Make a strong commitment to your education.
- Understand the work can be arduous and physically demanding because of long hours standing and using your hands at shoulder level.

LOCKER POLICY

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

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

GUIDELINES

- 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.
- Locker assignments are valid from the beginning of enrollment until the day of graduation or withdrawal. At that time, all locker contents must be removed. After that time, any lockers that have not yet been vacated will be emptied, and the contents stored for 60 days, at which time they become the property of the school.
- 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.
- Paul Mitchell The School San Diego 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.
- 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 Diego to be harmful, offensive or inappropriate.
- Paul Mitchell The School San Diego 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 Diego will exercise its discretion without notice:
    - Locker abandonment.
    - Suspected contents that may be illegal, illicit or deemed by the school to be harmful, offensive or inappropriate.
    - At the request of or generally in cooperation with law enforcement authorities.
    - Investigative purposes related to suspected or alleged criminal, illegal, or inappropriate activities.
    - Risk to the general good of the school.
    - Risk to the general good of the student or student population.
    - Unregistered locker.
    - Physical damage to or defacing of the locker.

    - Odors (spoiled/rancid food, garbage or smelly contents).
    - Locker maintenance.
- Paul Mitchell The School San Diego 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.

MAKE-UP HOURS

Cosmetology Makeup, Cosmetology/Barbering, Cosmetology, and Barbering
If the students attendance falls between 90-99%, and has 600+ actual hours left to attend, the student may sign up for one (1) makeup day per month. *Subject to availability.*
If the student attendance falls between 80-90% and has 600+ actual hours left to attend, the student may sign-up for one-two (1-2) days per month. *Subject to availability.*
If the student attendance falls under 80%, the student may sign-up for all consecutive days they would like until they reach 80% in attendance. *Subject to availability.*

***The student can only make up hours for absent hours.*

Esthetics
If the students attendance falls between 90-99%, and has 300+ actual hours left to attend, the student may sign up for one (1) makeup day per month. *Subject to availability.*
If the student attendance falls between 80-90% and has 300+ actual hours left to attend, the student may sign-up for one-two (1-2) days per month. *Subject to availability.*
If the student attendance falls under 80%, the student may sign-up for all consecutive days they would like until they reach 80% in attendance. *Subject to availability.*

***The student can only make up hours for absent hours*

MAKE-UP WORK

Students must complete all required assignments and tests. To accommodate students, makeup test days and worksheet periods are scheduled. The student must complete and submit a Makeup Time Request Form.

MEASURABLE PERFORMANCE OBJECTIVES

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

SAFETY PRECAUTIONS FOR THE BEAUTY INDUSTRY

By following safety precautions you contribute to the health, welfare, and safety of the community. 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:

- Protect the guest's clothing by appropriately draping them.
- Ask the guest to remove any jewelry, hair accessories, glasses, etc.

- Keep any and all chemicals away from the eyes. In case of eye contact with chemicals, thoroughly rinse eyes with cold water.
- Wear gloves when working with chemicals.
- Remember that anything containing chemically active ingredients must be used carefully to avoid injury to you and your client.

FUTURE PROFESSIONAL DEVELOPMENT GUIDELINES

All Future Professionals must commit to and follow the Future Professional Development Guidelines during their enrollment in school. These guidelines were established to assist in creating a safe, focused, and enjoyable learning experience. Failure to follow these guidelines may result in a coaching under the Future Professional Advisory Policy and may result in termination without prior warning.

SANITATION REQUIREMENTS

- Future Professionals must keep, themselves, workstations and classroom areas clean, sanitary and clutter free at all times.
- Future Professionals must clean their stations, including the floor, after each service.
- Hair must be swept up immediately after a service is completed, before blow drying.
- Clinic stations must be cleaned at the end of the day, prior to clocking out for the day.
- Future Professionals must maintain standard personal sanitation and grooming practices, according to the state requirements.

GUEST AND PERSONAL SALON SERVICES

- Future Professionals must follow the procedures outlined on their Skill Cards when performing a guest service.
- Future Professionals may receive services on assigned days of the week. To receive a service, Future Professionals must do the following prior to starting a service:
    - Request the service from a Learning Leader,
    - Request the service from the Service Desk,
    - Be scheduled off the service books by the Service Desk and receive a Service Ticket,
    - Complete required pre-service consultation with a Learning Leader,
    - Pay for service supplies including perms, color, lightener, rinses, conditioning, etc.
    - Personal Services are considered rewards and scheduled for Future Professionals who are up to date with all projects, tests, and practical skill assessment. School assignments and successful learning are the priority.
- Future Professionals may not receive personal services outside of their program scope of practice during scheduled hours.
- Future Professionals may not start Future Professional services until a consultation while a Learning Leader has been completed as required.

COMMUNICATION GUIDELINES AND PROFESSIONAL CONDUCT

- Future Professionals are to maintain a professional demeanor at all times when they are on the school premises.
    - **BE NICE:** Be Kind, considerate and courteous to others.
    - **BE ACCOUNTABLE:** Take responsibility for your actions and learn from your mistakes.
    - **BE RELIABLE:** Consistently complete the required skills to get your education to the best of your ability.
    - **BE COMMUNICATIVE:** Use clear and appropriate language (no profanity) to get your point across. Do not raise your voice or yell.
    - **BE ENGAGED:** Be an active participant in your education and seek out information to better your skills to advance your career goals.

- Visitors are allowed in the service reception area only. Visitors are not allowed in the classrooms, Future Professionals lunchroom.
- Cell phones are permitted in assigned areas of the school. Phone calls are not permitted during class time or learning environments such as classrooms or learning zones including the Clinic Classroom at any time. Calls while clocked in should remain in the assigned area, quiet in tone, and not longer than 3 minutes.
- Future Professionals may not visit with another Future Professional who is working with a clinic classroom guest.
- Future Professionals may not gather around the service desk, the service reception area, or the office.
- Food, drinks, and water bottles are allowed only in the Future Professional lunchroom.
- The school is a smoke-free campus. Future Professionals may not smoke or vape any substance on school premises, including the Parking Lot.
- Stealing or taking school property or another's personal property is unacceptable and grounds for termination.
- School administration has the right to access and inspect a Future Professionals locker at any time, refer to the locker policy.

LEARNING PARTICIPATION GUIDELINES

- Future Professionals must bring their required school tools to participate in their education for scheduled hours and make hours. Required school tools include:
    - Student Technical Kit in its entirety
    - iPad with program education kit apps (cutting system app, make-up app, plugged in app, etc.)
    - Program Textbooks
- Peer teaching and tutoring are encouraged
- Future Professionals are responsible for their own technical kit and equipment. All kit, equipment, tools, and personal items must be secured in a locker or kept within view and control of the Future Professional. The personal items must be secured in a locker or kept within view and control of the Future Professional. The school is not responsible for any lost or stolen articles.
- Future Professionals must comply with school personnel and Learning Leader's assignments, directions, and requests as required by the curriculum and Future Professional guidelines and rules.
- Future Professionals must have a signed service ticket before beginning any service in the clinic classroom.
- Future Professionals may not perform hair, skin, barber, or nail services outside of school unless authorized, in advance, in writing, to do so by school administration. Conducting unauthorized hair, skin, barber, or nail services outside of school may be reported to the state board and may result in your inability to receive a professional license.
- Taking credit for another's work (e.g. submitting the photos of another's work as your own) or cheating during exams is unacceptable and is grounds for termination.
- Future Professionals will be expected to maintain 75% on all academic exams and practical skill assignments.
- Only service desk personnel may schedule or change clinic classroom guest appointments.
- All practical skill services must be graded and the service ticket initiated by the Learning Leader.
- Future Professionals are expected to be continuously working on school-related projects, assignments, clinic practical skills, reading theory, or test preparation during hours.
- When Future Professionals are not scheduled with guest service appointments or are not scheduled to attend theory or a specialty class, they must be actively engaged in their education at all times, and may focus on the following:
    - Completion of practical skill assessments through My Portico App.
    - Complete theory review assignments.
    - Performing a service on another Future Professional. Please note that the service must be within the scope of practice for the program for both Future Professionals.
    - Listening to or reading school resource center materials, including educational videos, audiotapes, Plugged In, and school related textbooks.

- Parking is allowed in assigned parking areas only. The parking lot is managed by a third party company. Failure to follow the parking guidelines set by the parking company may result in cars being towed at the owner's expense or the inability to continue use of the parking lot.
- If a Future Professional fails to complete the practical skill assessments or required academic theory exams and/or receive an 85% or less for their monthly attendance, they will be placed on the Back on Track list. Future Professionals have one week to get caught up before they receive a coaching advisory.
- If a Future Professionals fails to maintain a 90% attendance in Core and/or fails to pass the Core written and/or practical exam on their second attempt, they may be asked to withdraw from the program and may be allowed to re-start in the next Core class start date.

ATTENDANCE AND DOCUMENTATION OF TIME

1. The school records attendance in clock hours and gives appropriate earned attendance credit for all hours attended and does not add or deduct attendance hours as a penalty. Attendance is calculated using an attendance tracking app called My Portico App. It is the responsibility of the Future Professional to record their hours by checking in and out through the app. 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. If a student fails to clock in or out for their schedule, the Future Professional will not receive hours.
   It is the responsibility of the Future Professional to ensure that they are properly clocking in and out as required. If a Future Professional fails to clock in or out for their schedule on the Future Professional timeclock, the Future Professional will not receive hours for the time with missed time punches. To ensure proper credit for clock hours, Future Professionals are required to clock in or out at the following times:
   - When they arrive,
   - When they leave for lunch,
   - When they return from lunch,
   - When they leave at the end of the day:
   - If a Future Professional leaves the premises for any reason, and
   - If a Future Professional is taking a break over 10 minutes, they are required to clock out.
     If the Future Professional wishes to dispute any hours they feel earned, the Future Professional must provide documentation to verify attendance on the missing time form. The documentation could include the Future Professional sign in sheet, the specialty class attendance role, and/or the guest service summary.
     If a Future Professional is experiencing a timeclock challenge and is unable to clock in or out, they must report the challenge to the Future Professional Advisor within 24 hours.
2. The school is open from 9:00 AM to 4:30 PM for day Future Professionals and 5:00 PM to 10:00 PM for night Future Professionals.
3. The Future Professional must attend school according to the schedule in the Future Professional's enrollment agreement. All programs require continuous attendance.
4. **The following are mandatory attendance days:** Night Future Professionals may not miss Tuesday; day Future Professionals may not miss Mondays.
5. Future Professionals must be on time, as tardiness inhibits the learning process. Future Professionals who are late to any class must be accompanied into the classroom by the Learning Leader. Future Professionals are never excused from mandatory theory classes to work in the clinic classroom. Day Future Professionals that arrive later than 9:00 a.m. or 5:00 p.m. for night Future Professional will not be allowed to attend school. The only exception that would allow attendance as a tardy arrival is a Doctor note.
6. **Attendance Expectation Generally:** Future Professionals must maintain a 100% attendance average each month in order to complete the program by the expected/calculated completion date. The school attendance policy required 85% to maintain satisfactory progress. Falling below this number means that the Future Professional may receive a coaching on the advisory form for their attendance.

7. **CORE Attendance Expectation:** Future Professionals attend Core for the first 30 days of enrollment. During this time Future Professional must maintain a monthly attendance of 90%. If at the conclusion of the month, the Future Professional's progress report does not meet the 90% attendance, the Future Professional may be dropped from the program and may be asked to re-enroll in the next Core available class start date.
8. Future Professionals are required to be in attendance and actively participating in their education. When a Future Professional is scheduled for attendance but not present, these will be reflected as absent hours. If a Future Professional does not clock in or out properly resulting in the hours not being counted, these will be reflected in the absent hours unless the missing time form and necessary documentation is provided as outlined in the catalog.
   If a Future Professional is absent, refer to the school make-up hour policy on how to make-up those hours. Please keep in mind make-up hours and policies are optional for the school to provide and may be charged.
9. **Vacation and Planned Time Away (e.g. medical appointments, outside commitments):** Future Professionals must request planned time off from school from the Future Professional Advisor and the Financial Services Leader. The approval of any request does not mean that the Future Professional will continue to meet the attendance requirements.
10. **Unplanned Absences of Trardies:** Future Professionals who are late or cannot attend school must contact the school and talk to the school service desk immediately. Day Future Professionals must call/text in by 9:00 AM and night Future Professionals must call in by 5:00 PM.
11. **Lunches and breaks are scheduled for all Future Professionals:** All Full-time Future Professionals are required to take a 30-minute lunch break. Future Professionals should communicate with their Learning Leaders if they have not had lunch by 1:30 PM. Part-time Future Professionals will take a 10-minute break as scheduled by the school administration.

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

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

12. **Documentation of time:** Future Professionals may not leave the school premises during regular hours without an Learning Leader's permission.
    - Future Professionals who leave the 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 break-sheet and texting the education and service desk line.
    - Future Professionals who leave school premises for less than 10 minutes must sign the sign-out break sheet.
    - Day Future Professionals must clock out on the time clock for lunch for 30 minutes every day. Future Professionals will not receive credit for the hour if they fail to clock in/out for lunch.
13. Future Professionals can not clock in or out for another Future Professional.
14. Future Professionals can not ask others to clock them in or out.
15. Future Professionals must keep a record of all services performed each day on the service tracking sheet, which must be completed digitally via My Portico App.

LEAVE OF ABSENCE POLICY

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.

LOA will be granted for:

- In accordance with Title IX (including for pregnancy and other related conditions or other Title IX covered reasons).
- If a student is called into active duty for the military.
- On a case-by-case basis, the school will also consider a LOA for a student who has experienced a personal medical emergency.
- Death of an immediate family member. Immediate family is limited to the spouse, parents, stepparents, foster parents, father-in-law, mother-in-law, children, stepchildren, foster children, sons-in-law, daughters-in-law, grandparents, grandchildren, brothers, sisters, brothers-in-law, sisters-in-law, aunts, uncles, nieces, and/or nephews.

These are the only times leave of absences are granted.

In order to be placed on LOA, the student must:

- Complete and sign the school's Leave of Absence Request Form
- Must state the reason for the (LOA)
- Students who receive military orders must provide a copy of their military orders.
- Be approved by the School's Future Professional Advisor and Financial Aid Leader.
- Leaves must be a minimum of 5 days and must not exceed a total of 180 ***calendar*** days in a 12-month period. In the case of a student receiving military orders that are less than 14 days, the LOA will be granted for the shorter period of time. This timeframe must be reflected on the student's military orders.

A student on a LOA 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 ***calendar*** days taken in the leave of absence.

There will be no additional charges for a LOA. If the Student fails to return from a leave of Absence (LOA) on the documented return date, the student will be terminated from school as of the date the student began the LOA. If the Student fails to contact the School Financial Services Leader in regards to not returning from a LOA or extending the LOA, the student will be terminated from school as of the date the student began the LOA. The termination date for the purpose of calculating a refund is always the student's last date of attendance. A Student may not take an unapproved LOA.

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 LOA. Upon the student's return, the student will resume the same payment period and coursework and will not be eligible for additional federal student aid until the payment period has been completed. If the student is a federal student loan recipient, they will be informed of the effects that the failure to return from a leave may have on the student's loan repayment terms, including the exhaustion 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 ***calendar*** days.

In special circumstances, the school may grant a LOA to a student in the case of an emergency, where the student is unable to complete the request, such as a medical issue (i,e,coma) that would prevent the student from requesting the LOA prior to the incident occurring. In these cases, the school will collect the request from the students as soon as possible and document the reason for the granting of the leave after the incident has occurred. The beginning date of the LOA 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 R2T4 refund calculation is required at that time.

If a student does not return from a LOA, the grace period for the Direct Loans may have elapsed in part or in whole. If the student uses 180 days of a LOA, the student will have used 100% of his/her grace period and be in immediate repayment of his/her Direct Loan.

PROFESSIONAL IMAGE (DRESS CODE)

All Cosmetology Makeup, Cosmetology, Cosmetology / Barbering, Barbering Professionals must adhere to the following professional dress code while in attendance in *ALL BLACK*:

- Clothing should be professional and clean.
- Shoes should be black, professional, practical, and comfortable.
- Hair should be styled prior to arriving at the school.
- Any cosmetics should be applied prior to arriving at the school.
- Jeans, any rips or tears must fall below the fingertips, when standing up - ***BLACK only.***
- Stylish hats, scarves, and stylish head wraps - ***BLACK only***
- Skirts that fall below the fingertips
- Skirts or Dresses in ***All BLACK***. Black tights or leggings must be worn if the skirt or dress falls above the knee.
- Sweatshirts, printed T-shirts, hooded sweatshirts and/or jackets with the Paul Mitchell logo.
- Paul Mitchell Logo T-Shirt.
- Name tag.

All Esthetics Future Professionals must adhere to the following professional dress code while in attendance in *All BLACK.*

- All Black Scrubs are required. Scrubs can be any combination of the following: Scrub pants and Scrubs top, Scrub one piece jumper or Scrub dress that falls below the fingertips.
- Clothing should be professional and clean.
- Shoes should be black, professional, practical, and comfortable.
- Hair should be styled prior to arriving at the school.
- Any cosmetics should be applied prior to arriving at the school.
- Stylish hats, scarves, and stylish head wraps - ***BLACK only.***
- Paul Mitchell logo T-shirt with Black Scrub pants.
- Name tag
- No nail enhancements such as acrylic nails, nail wraps, dips etc. Natural Nails must be kept short.

The following is a list of unacceptable dress for all Cosmetology Makeup, Cosmetology, Cosmetology / Barbering, Barbering, Esthetics, and Makeup Future Professionals in attendance:

- Gym Shoes, Foot Thongs, Crocs, Uggs & Beach Sandals.
- Low cut tops, backless tops, crops tops, tank tops, spaghetti strap tops.
- Sweatpants or Legging as pants
- Sweatshirts or hoodies, *other than those with the Paul Mitchell logo.*
- Shorts of any length.
- Skirts that fall above fingertips, when standing up.
- Visors, Bandanas, caps, or beanies.
- Spandex or biking shorts.
- Sunglasses, headphones, headgear, and/or earphones are not permitted in the classroom or the clinic classroom.
- Any print on shirts or pants *other than Paul Mitchell.*

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

STUDENT SERVICES

- **Housing**: Paul Mitchell The School San Diego keeps a file of information about housing in the surrounding areas; however the school does not provide dormitory facilities and does not have any facilities under its control. The school is not responsible to find or assist student in finding housing.
    - There is available housing located within 1-2 miles of the school in Bankers Hill. The cost of housing is between $900.00 to $1400.00 per month.
    - There is available housing located within 1-2 miles of the school in Gaslamp District. The cost of housing is between $1400.00 to $2000.00 per month.
    - There is available housing located within 2 miles of the school in North Park/ Hillcrest. The cost of housing is between $1200.00 to $2000.00 per month.
    - There is available housing located within 4-5 miles of the school in Golden Hill/ South Park. The cost of housing is between $1200.00 to $2000.00 per month.
    - There is available housing located within 15 miles of the school in College Area. The cost of housing is between $500.00 to $900.00 per month.
- **Academic Advising**: Students are provided with academic advising and additional assistance as necessary. Information and advice on any financial assistance are accessible to students. Paul Mitchell The School San Diego also gives advice and information to students on these subjects:
    - Regulations governing licensure to practice, including reciprocity among jurisdictions.
    - Assistance with resume and job search.
    - Opportunities for continuing education following graduation.
    - Assistance with the financial aid process
- **Mental Health Counseling**: If referral to professional assistance is necessary, the school maintains a record of such referral.
    - Referrals to mental health counseling.
    - Assistance for students with disabilities.

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 http://www.eac.gov/voters/voter-resources-helpful-links.

SUSPENSION, TERMINATION AND ADDITIONAL FEE

Students may be suspended or terminated from enrollment in the School, at the School's discretion, for reasons which include, but are not limited, to failing to comply with School rules or general policies, leaving the School without permission during the scheduled hours of a Students' Program, failing to attend for 14 consecutive calendar days, failing to complete practical worksheets, failing to attend theory classes or take theory tests, failing to meet the School's policies regarding Satisfactory Academic Progress, failure to pay tuition and charges when due, and/or otherwise acting in a manner detrimental to the classroom environment, the well-being of fellow students, faculty, staff, visitors, or institutional facilities.

As outlined in the Catalog, Future Professionals may be required to receive coaching sessions for noncompliance with certain policies. The number of coaching opportunities is dependent upon the program in which they are enrolled. For Cosmetology, Cosmetology Make-up, Cosmetology/Barbering and Barbering Program students, once they have received five (5) coaching sessions, the Student may be suspended from the School for five (5) days. For Esthetics and Make-Up Program Students, once they have received three (3) coaching sessions, the Student may be suspended from the School for five (5) days. Suspended Students will be required to pay the administrative re-entry fee of $100.00. If a Student receives two (2) additional coaching sessions after re-admission from a five (5) day

suspension, the Student's enrollment may be permanently terminated by the School. A Student may also be suspended or terminated by the School without prior coaching sessions for violating the Future Professional Advisory Policy.

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

The student's can check out library materials through a Learning Leader. The students can also access library materials through Paul Mitchell Plugged In.

TRANSFERRING FROM ONE METHOD OF DELIVERY TO ANOTHER

A currently enrolled student may transfer from a traditional method of delivery program to a hybrid (distance education) method of delivery program, if the student within the same program, and if the program is available. The student would need to complete an enrollment agreement addendum to enroll into the program they are transferring to

*****The school is currently not offering the following programs: Cosmetology Makeup Hybrid Distance Education , Cosmetology Hybrid Distance Education, Barbering Hybrid Distance Education, and Esthetics Hybrid Distance Education programs***

PROGRAM CHANGE FEE

Future Professionals that wish to change their program will be charged a $250.00 processing fee. To change programs, you would need to drop the current program that is contracted and re-apply to the program of choice. All drop policies and transfer student policies will apply.

DISTANCE EDUCATION AND HYBRID REQUIREMENTS

Paul Mitchell The School San Diego provides each Future Professional the opportunity to enroll in a hybrid program of study that provides for both on-campus education, as well as distance learning. Future Professionals also have the opportunity to select a program of study that encompasses only oncampus education. Both delivery methods offer the same educational quality, it is up to the individual learner to determine which delivery method best works for their particular educational needs.

Upon completion of all curriculum requirements, Future Professionals who are enrolled in a hybrid program must demonstrate competency by taking and passing written comprehensive Academic exams and Practical assessments, which are administered on-site. All school transcripts will specifically outline those course hours completed via distance education. Please note, that in accordance with the school's accrediting agency, practical experiences on a live model or service guest can only occur on-campus.

As a part of distance education, the school will ensure the content is delivered in a manner that meets the school's mission statement and educational objectives by assessing each Future Professional's competence. Participation will be documented in a log of all student activity. The Future Professional's qualitative academic performance for the distance education (modules) will be evaluated through testing and educational assignments. Future Professional surveys (Core, Adaptive, Creative and upon graduation), Learning Leader evaluations during distance learning, and a comparison of outcome rates for those who were enrolled in the hybrid program versus on-campus learning only, will be compared to validate the quality of the distance learning.

In order to enroll in the hybrid program of study, the Future Professional must have the following minimum hardware, software, and network requirements:

Minimum Student Skills Requirements: Future Professionals are expected to have at least the following skills before taking distance education courses:

- Basic keyboarding competence
- Elementary knowledge of their computer operating system
- Basic knowledge of:
    - Word processor
    - Sending and receiving e-mails with attachments
    - Using an Internet browser and search engine
    - Ability to download and use apps

HARDWARE REQUIREMENTS

- Tablet- Ether Apple or Android
- Laptop or Desktop Computer (macOS 10.9 or Later, Windows 10 or Later).
- Internet access with a high-speed broadband connection: 2 Mbps up and 6 Mbps download minimum.
- Access to the distance education environment for a minimum of ten (10) hours per week
- Students must be able to video conference in real-time. Appropriate equipment may include:
    - Camera (could be built into the laptop).
    - Microphone (could be built into the laptop).

SOFTWARE REQUIREMENTS

- Access the following apps:
    - The Skill Cards app, The Cutting System app (includes The Cutting Book), The Short Haircutting System app (includes Barbering Fundamentals), The Color System app (includes The Coloring Book), The Makeup System app, Business Fundamentals: Connecting to My Future iBook, Plugged In (access to MASTERS library).
    - Pivot Point LAB or Milady CIMA for theory instruction, activities, quizzes, and exams
- MacOS Browsers: Safari 7+, Firefox 27+, or Chrome 30+ versions
- Windows Browsers: Edge 12+, Firefox 27+, or Chrome 30+ versions
- Conference Tool- Zoom (latest version)
- Note Taking Software or app (Word, Pages, Notability app)

DISTANCE EDUCATION POLICY

THE SCHOOL USES SYNCHRONOUS DISTANCE EDUCATION PRACTICES

Note: The school is currently not offering the Distance Education for Cosmetology Make-up, Cosmetology, Barbering and Esthetics Program at this time.

Interaction with the Learning Leader is validated through measurable participation in synchronous instruction and the earning of clock hours. All distance education is delivered live via Zoom. Learning Leaders are available for verbal interaction during live instruction, as well as through email and the education text line.

Students are required to clock in through CourseKey using a QR code that is only provided during live Zoom classes. Cameras must remain on at all times and are actively monitored by the instructor throughout the session. Zoom login times are downloaded and compared against CourseKey time clock entries prior to the approval of hours.

If a student is not visible on camera or is unresponsive to instructor direction or communication while clocked in, the instructor will log the student out, remove them from the Zoom session, and no hours will be awarded for that time.

Each student is assigned unique login credentials for both Zoom and CourseKey.

All exams, practical assessments, and final evaluations used to calculate a student's GPA must be completed in person on campus. Students are evaluated on academic performance for each Distance Education module, and all evaluations are conducted at the school facility.

Students are also required to participate in learning activities on campus on a regular basis as part of their program.

DISTANCE EDUCATION SOFTWARE AND GUIDELINES

The school utilizes the following platforms to deliver, monitor, and track distance education:

ZOOM

Zoom is used for live, synchronous classes held in alignment with on-campus instruction.

- Students must create a free Zoom account at zoom.us/signup or activate an account via invitation.
- Access codes for classes are distributed via the education text line.
- Students must log in using their first and last name for attendance tracking.
- Zoom may be accessed via web browser or mobile application.

COURSEKEY

CourseKey is used for attendance tracking and clock hours.

- Students will be added to CourseKey classrooms by the Education Leader.
- Students must download the CourseKey app and register using their school email.
- Daily QR codes for clocking in and out are provided during live Zoom sessions.

DISTANCE LEARNING TRACKING

Student participation is tracked through Zoom and CourseKey.

- Students must clock in and out daily using QR codes provided during live sessions.
- Attendance and participation are verified by comparing Zoom and CourseKey records.
- Approved hours are imported into the Student Information System on the following business day.

DISTANCE EDUCATION POLICIES AND PROCEDURES

- Students must be in daily contact with a Learning Leader.
- Attendance is only granted during live Zoom sessions with active participation.
- Cameras must remain on at all times while clocked in.
- Students must be responsive and engaged throughout instruction.
- Students must use their first and last name on all platforms.
- Assignments are due the same day:
    - Day School: by 5:00 PM
    - Night School: by 10:00 PM
- Students who are unable to maintain attendance or satisfactory progress must contact their Advisory Leadership Team.
- Students must log in individually; group viewing is not permitted.
- Students are responsible for maintaining adequate internet access.
- If disconnected from Zoom, students must rejoin immediately.
- All assessments must be completed on campus.
- Students must attend a minimum of 50 minutes per 60-minute session to receive credit.
- Only time verified through Zoom and CourseKey will be counted toward hours.

DISTANCE EDUCATION ASSESSMENTS

Students must complete a distance education written assessment and practical skill assessment. These are based on performance and must be completed on-campus each month. The distance education assessment will focus on the distance education subjects covered during that time period. Students must receive a grade of 75% or higher on each distance education written assessment and each practical skill assessment. Only students enrolled in the distance education program are required to complete these assessments. (Refer to each program Testing and Grading Procedures).

If the institution offers distance education, the catalog shall contain the approximate seven (7) days that will elapse between the institution's receipt of student lessons, projects, or dissertations and the institution's mailing of its response or evaluation.

PROGRAM TERMS

The following program terms may be used throughout the catalog:

- **Cosmetology** will also refer to Cosmetology hybrid distance education
- **Cosmetology Make-Up** will also refer to Cosmetology Make-Up hybrid distance education
- **Barbering** will also refer to Barbering hybrid distance education
- **Esthetics** will also refer to Esthetics hybrid distance education

COSMETOLOGY MAKE-UP PROGRAM

COSMETOLOGY MAKE-UP COURSE INFORMATION

COSMETOLOGY MAKE-UP COURSE DESCRIPTION

Cosmetology Make-Up (1245 hr.): Standard Occupational Classification *(SOC 39-5012.00): Classification of Instructional Program (CIP 12.0401)*

The state of California requires 1000 hours of education to become licensed as a cosmetologist, however, the school offers a 1245-hour cosmetology-makeup program. The 1245-hour 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.

Within the additional 245 hours the course will include extensive instruction and practical experience in fundamentals, editorial, special effects make up, skin care and sanitation. The program also focuses on professional development to include on set etiquette, starting a career as a union make up artist and self marketing.

**Graduates are prepared for an entry level cosmetology and/or makeup artist.*

This course is taught in English. Textbooks and Course Materials are only offered in the English Language.

**The Board of Barbering and California (BBC) does not regulate the additional 245-hour in make-up*

***The cosmetology make-up program is approved as a brick & mortar program and a hybrid distance education*

COSMETOLOGY MAKE-UP COURSE OVERVIEW

Course Hours: 1245 clock hours

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

- **Pre-clinical Classroom Instruction**: The first hours are devoted to classroom workshops where students learn design principles, technical information, and professional practices.
- **Clinic Classroom Learning Experience:** The remaining hours are spent in the clinic area where practical experience is gained.
- **Distance Education Learning Experience**: Students enrolled in the program with distance education will complete a portion of their education through online learning.

COSMETOLOGY MAKE-UP COURSE OUTLINE

Your time at Paul Mitchell The School San Diego for the cosmetology make-up program will be divided into six designations:

- **Core Curriculum**: The first hours, called 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.
- **Protégé Learning Experience**: Your experience as a Protégé produces a smooth transition from Core student to Adaptive student. You spend the next hours as a Protégé preparing you for the clinic classroom experience.
- **Clinic Classroom Learning Experience**: Your clinic time, on the clinic classroom, 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
- **Classroom Learning Experience**: Your classroom time is divided into five (5) areas: cutting, coloring, texture, makeup, and nails. Each area has an instructor in the field who conducts the different elective 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.

- **Adaptive Curriculum**: As an adaptive you will enter a new phase of elective classroom workshops coupled with challenging practical services designed to continue building you into a confident designer.
- **Creative Curriculum**: You will spend your last hours at Paul Mitchell The School San Diego 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.

COSMETOLOGY MAKE-UP OVERVIEW

Our makeup program provides a comprehensive curriculum for 245 hours in the study of Makeup Artistry. The MUSE BEAUTY Advanced Makeup Program is designed to prepare and educate each student in the fundamentals of beauty makeup. The student focus will be on application of makeup during lab work hours. Classes will include: bridal makeup, color matching, advanced color correction, contouring and highlighting, color theory and texture in makeup, blush, lip and history of lips to present trends, airbrush makeup, balancing brows, history of brows to present trends, eye shapes, contrast, eyeliner, mascara and false lash application cheek and lip work, age appropriate makeup application, basic runway makeup, full and volume lash extensions, portfolio development, and career path options. All training is based on student/artist creativity and individual style. This program has been designed for beginner, entry level makeup artist to the working professional. All students will receive a professional makeup kit including an airbrush system.

**The Board of Barbering and California (BBC) does not regulate the additional 245-hour in make-up*

COSMETOLOGY MAKE-UP COURSE SUBJECTS

The instructional program of Paul Mitchell The School San Diego meets or exceeds the state requirements. The following subjects are taught within the brick & mortar program and the hybrid programs.

Subject	State Minimum Requirements
Health and Safety: Including instruction on hazardous substances, chemical safety, safety data sheets, protection from hazardous chemicals, preventing chemical injuries, health and safety laws and regulations, and preventing communicable diseases **Board Approved Health & Safety Course (B&P 7389(a))**: Including instruction on hazardous substances, basic labor laws, and physical and sexual assault awareness	100
Disinfection and Sanitation: Including instruction on disinfection procedures to protect the health and safety of consumers as well as the technician and proper disinfection procedures for equipment used in establishments	100
Chemical Hair Services (200 hours): This includes coloring, straightening, waving, bleaching, hair analysis, predisposition and strand tests, safety precautions, formula missing, and the use of dye removers. Instruction must include services for individuals with all hair types and textures.	200
Hairstyling Services (200 hours): This includes arranging, blow-drying, cleansing, curling, dressing, hair analysis, shampooing, waving, non-chemical straightening, and hair cutting. Instruction must include services for individuals with all hair types and textures.	200
Skin Care: Including instruction on chemical and manual facials and massaging, stimulating, exfoliating, cleansing, or beautifying the face, scalp, neck, or body by the use of hands, esthetic devices, cosmetic products, antiseptics, lotions, tonics, or creams that do not result in the ablation or destruction of the live tissue.	150
Hair Removal and Lash and Brow Beautification: Including instruction on tinting and perming eyelashes and brows and applying eyelashes to any person, and includes removing superfluous hair from the body of any person by use of depilatories, tweezers, sugaring, nonprescription chemicals, or waxing, or by the use of devices and appliances of any kind or description, except by the use of lasers or light waves, which are commonly known as rays.	50
Manicure and Pedicure: Including instruction on water and oil manicures, hand and arm massage, foot and ankle massage, nail analysis, and artificial nail services, including, but not limited to, acrylic, liquid and powder brush-ons, dip, tips, wraps, and repairs.	100

Subject	State Minimum Requirements
Additional Training	100
TOTAL HOURS OF TECHNICAL INSTRUCTION	**1000**

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

Exceeds means that during the course of your training you may complete more services then what is listed, however no additional hours, over the 1245 required by the Board of Barbering and Cosmetology (BBC) will be required.

Distance Education hours and assignments are graded and recorded daily. Theory chapter exams, final exams and final practical evaluations must completed in the school facility.

The additional instruction will be for the 1245-hour cosmetology make-up programs:

Subject	Practical Application
Beauty Makeup You are guided to understand the foundations of makeup including Skin Preparation, Eyebrow Shaping, Eyebrow Design, Color Theory, Face Shapes, Highlighting & Contouring, and Mature Skin Types. Further, you will learn to apply proper makeup techniques as you differentiate Eye Shapes and Lip Shapes. Bridal Makeup, Airbrush Fundamentals, and Makeup Marketing and Business. You will proceed with more in depth makeup techniques. Work with Advanced Corrective Makeup, Advanced Airbrushing, Editorial Eyeliner, Smoky Eye and Bright & Bold Techniques. You will understand and create Texture in Makeup and Makeup for Black & White Photography. We prepare for mastery by studying Trends in Editorial makeup, Photo shoot Fundamentals, and Runway fundamentals. You will build your professional portfolio while learning to market yourself and become well-versed in onset makeup artist etiquette.	217
Lash Extensions You will learn lash weight and ratio, lash selection, fan-making techniques, placement and application, styling fundaments, infill procedures, perfecting transitions, lash mapping, work patterns, ideal fan-making, and corrective lashing	14
Additional Hours	14
TOTAL HOURS	**245**

**The Board of Barbering and California (BBC) does not regulate the additional 245-hour in make-up.*

COSMETOLOGY MAKE-UP PROGRAM TESTING AND GRADING PROCEDURE

The following tests and grading procedures are used to assess student learning and mastery of course content in the 1245-hour course.

1. **Academic theory exams**: Students must receive a grade of 75% or higher on each assigned theory exam. Exams are completed at the conclusion of each online theory module. Depending on the length of the distance education module, theory exams will occur weekly or bi-monthly. The theory exams will evaluate the student's academic performance for each subject of the distance education curriculum
2. **Core written and practical skills evaluation:** Students must receive a grade of 75% 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 75% 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. The Core written and practical skills evaluation must be completed within the school facility and cannot be taken through distance education.

3. **Final exam 1**: This test covers an overview of all related cosmetology subjects (e.g., anatomy, chemistry, etc.). Students must receive a grade of 75% or higher on all final exams. Final Exam 1 must be completed within the school facility and cannot be taken through distance education.
4. **Final exam 2:** 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 75% or higher on all final exams. Final Exam 2 must be completed within the school facility and cannot be taken through distance education.
5. **Clinic Practical Skill Assessments**: Students progress in practical skill assessments and theory hours will be digitally monitored on a weekly basis by the Future Professional Advisor using My Portico App. All assigned practical skill assessments must be completed in order to complete the program.
6. **Distance Education Assessments**: Students must complete a distance education written assessment and practical skill assessment. These are based on performance and must be completed on-campus each month. The distance education assessment will focus on the distance education subjects covered during that time period. Students must receive a grade of 75% or higher on each distance education written assessment and each practical assessment. Only students enrolled in the distance education program are required to complete these assessments.
7. **Distance Education Assignments:** The institution will respond to student's submission of lessons, projects, and or evaluations the next business day.

COSMETOLOGY MAKE-UP INSTRUCTIONAL TECHNIQUES AND METHODS

The 1245 hour cosmetology make-up program are provided through a sequential set of learning steps which address specific tasks necessary for State Board preparation, graduation, and job entry level skill. Clinic equipment, implements and products are comparable to those used in the industry. Each student will receive instruction that relates to the performance of useful, creative, and productive career-oriented activities. The course is presented through well-developed lesson plans that reflect the latest educational methods. Subjects are presented by means of lectures, demonstration, distance education, and student participation. Audio-visual aids, guest speakers, field trips, and other related learning methods are used in the course.

In order to enroll in the hybrid program of study, the Future Professional must have the following hardware, software, and network requirements:

- Apple iPad, computer, or other mobile device
- An internet connection – broadband wired or wireless (3G or 4G/LTE). Minimum bandwidth is 600kbps (up/down) and recommended is 1.5 Mbps (up/down). Check your Internet bandwidth using Speed test.
- Pivot Point
- Google Chrome
- Zoom
- My Portico App.

COSMETOLOGY MAKE-UP 2026 CLASS START DATES

Options	Dates
5-Day Full-Time School	January 6, February 17, March 31, May 13, June 23, August 4, September 22, November 3, December 15
4-Nights Part-Time School	Please see the Admissions Leader for specific start dates

Class will be held at Paul Mitchell The School San Diego located at 410 A Street, San Diego, CA 92101.

COSMETOLOGY MAKE-UP 2027 CLASS START DATES

Options	Dates
Full-Time Day School	January 26, March 8, April 19, May 27, July 8, August 18, September 28, November 8, December 15

COSMETOLOGY MAKE-UP PROGRAM SCHEDULES

Option	Days	Times	Hrs/Day	Hrs/Wk
5-Day Full Time	Monday - Friday	9:00 AM to 4:30 PM	7 hrs per day	35 hrs per week
4-Nights Part Time	Monday - Thursday	5:00 PM to 10:00 PM	5 hrs per day	20 hrs per week

COSMETOLOGY MAKE-UP COST OF TUITION AND SUPPLIES

Our current tuition, fees, and supply costs are detailed below.

Prospective students are encouraged to use the Net Price Calculator available on our website to receive a personalized estimate of the cost of attending Paul Mitchell The School San Diego.

Transfer students and students who are approved to re-enter their program are assessed a per clock hour rate for the remainder of their program.

TUITION – COSMETOLOGY MAKE-UP (1245 CLOCK HOURS)	
Tuition	$19,975.00
Application Fee ***(nonrefundable)***	25.00
Registration Fee	75.00
Student Tuition Recovery Fund (STRF) ***(nonrefundable) ****	0.00
Technical Kit ***(nonrefundable)****	4,657.10
Textbook ***(nonrefundable) ****	329.96
Digital Kit ***(nonrefundable) ****	599.84
Technical Kit Sales tax (7.75%) ***(nonrefundable) ****	360.93
TOTAL COSTS	**$26,022.83**

This is the estimated schedule of total charges for the entire educational program assuming you do not exceed the scheduled hours.

** Amount is refundable during the cancellation period.*

Program	Per Clock Hour Rate (Transfer and Re-Entry Students Only)
Cosmetology Make-Up 1245	$20.00

****Any used and/or opened items in the Paul Mitchell Technical Kit purchased from the school are considered unreturnable equipment. Returnable equipment must be returned within 20 days of withdrawal in their original state, no exceptions. All returned equipment will be assessed a 25% restocking fee. Unopened items from the kit can only be returned to the school if they were purchased directly from the school.***

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

Please contact the school's Financial Services 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. * A $50.00 fee will be charged for all failed payments.

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.

Per VA regulation, only mandatory fees may be billed to the VA. Students utilizing VA benefits will be responsible for arranging alternate payments for these costs not covered by VA.

At its sole discretion, the school may adjust tuition and kit fees for students that transfer from a school that has 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.

COSMETOLOGY MAKE-UP TEXTBOOKS AND KITS

Students will only be allowed to use Paul Mitchell technical kits and equipment while enrolled at the School. Students may purchase the Paul Mitchell Technical kit in its entirety from the School, or the individual contents may be purchased independently. Students are responsible to purchase a Paul Mitchell Technical Kit at an additional cost apart from the tuition. Please note that Students are responsible for the purchase of personal stationery supplies.

Disclaimer: If purchased independently, the items must meet the criteria listed on the School's Technical Kit List. The most recent Technical Kit list can be requested from the School. If the student needs to replace a technical kit or equipment item at any time during his or her enrollment in the school, these items may be purchased through the School or independently. Technical kit contents and/or textbooks are subject to change.

Students are advised to refrain from loaning any part of their technical kit or textbooks. The School is not responsible for items that are lost or stolen.

All education apps will work on a compatible IOS device. If a Student has access to a compatible IOS device, an iPad purchase may not be necessary.

Right to Independent Purchase of iPad, Textbooks and Technical Kit: Any Student who desires to independently purchase their iPad, textbook or technical kit from a source other than the School has the right to do so. A Student who chooses to do this should notify the School prior to signing the enrollment agreement.

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. The school participates in federal aid programs, Title IV and PELL. The school does not participate in state financial aid programs.

COSMETOLOGY MAKE-UP TEXTBOOKS: 1 Cosmetology Pivot Point ISBN 978-1-940593-59-3 $329.96
1 Cosmetology Pivot Point Study Guide
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

COSMETOLOGY MAKE-UP EDUCATION KIT

The Cosmetology Makeup Education Kit is included in the cost of tuition, for students who pay for the full program. Transfer students are responsible to purchase the education kit at an additional cost from the published tuition.

THE CUTTING SYSTEM APP

A revolutionary learning tool that combines 3D technology and legendary Paul Mitchell artistry ideal for new and seasoned stylists and barbers alike.

Filmed in HD from a hairdresser's perspective, features nine foundation haircutting exercises that demonstrate proper sectioning, elevation, over-direction, finger and cutting angles as well as men's haircutting using scissor-over-comb and clipper-over- comb techniques.

Each exercise includes cutting-edge 3D diagrams to enhance the learning experience. By mastering the nine foundation haircuts, you can create any other combination cut as demonstrated by Scott Cole, Takashi Kitamura, and DJ Muldoon.

Features Include:

- Complete instructional activities and take notes directly in the digital The Cutting workbook which is available in English or Spanish.
- Watch all videos from The Cutting System on your iPad.
- All videos available with English and Spanish subtitles.
- Create and share Headsheet Diagrams.

THE COLOR SYSTEM APP

Designed to reach the multiple intelligences of all viewers. THE COLOR SYSTEM is all you need to learn the true foundation of coloring hair. Once you master the content, you will easily be able to apply advanced color techniques to complement any haircut. Features include; 2 Ways to Color Hair, Placement and Effect, Color Theory, Light, Tone, and Depth, Single Process, Double Process and Platinum Card Weaving and Slicing for Horizontal, Diagonal, and Vertical Placements, 3-Dimensional Diagrams, proper preparation, rinsing and shampooing of color, interactive diagramming and a Interactive Color Map.

THE STYLE AND TEXTURE SYSTEM APP

Enhance your styling expertise with the Style and Texture System App by Paul Mitchell. This essential digital resource offers beauty professionals and students comprehensive techniques and knowledge for all hair types and textures.

Features:

- Hair Analysis: Use the DEPTHS method—Density, Elasticity, Porosity, Texture and Formation, Hair History, and Scalp condition—to understand your client's hair.
- Formation and Texture Identification: Identify and work with straight, wavy, curly, and coily hair, and fine, medium, and coarse textures.
- Techniques and Guidance: Access step-by-step instructions for pre-drying, finishing, wet and dry styling, chemical relaxing, and more.
- Product Selection: Learn to choose the right products for each hair type and style.
- Visual Tools: Utilize diagrams and skill cards to master professional techniques and achieve optimal results.

Whether you're a seasoned stylist or a student, the Style and Texture System App is your go-to guide for mastering hair styling.

THE BARBER AND SHORT HAIR SYSTEM APP

The Short Haircutting System is a revolutionary learning tool that combines three-dimensional technology and legendary Paul Mitchell artistry, ideal for new and seasoned barbers and cosmetologists alike.

Filmed in high definition (HD) from a barber's perspective, these videos teach short haircutting theory and scissor-over-comb and clipper-over-comb techniques. Learn how to execute fades, tapers, and layered shapes on various hair textures and formations; how the head shape affects the approach to cutting and blending shorter hair; and which tools will create the final desired end result for the service guests. The learners will also discover five short hair-coloring techniques to enhance the look or cover unwanted grays.

The Short Haircutting System includes over 20 videos and a fundamental workbook designed to teach how to master the full grooming experience to include face shaving, beard and mustache grooming, and how to perfect cutting and coloring short hair with the best methods and techniques.

Both barbers and cosmetologists benefit from offering the expertise of short haircutting and coloring.

The features include:

- All videos are available with English and Spanish subtitles.
- Complete the instructional activities and note-take directly in the Barbering Fundamentals digital workbook, available in English and Spanish.
- Create and share the short haircutting diagrams.
- View all videos on an iPad or mobile device.

THE SKILL CARDS APP

The Skill Cards App is a comprehensive, digital technical reference that supports Future Professionals across all core disciplines, including cutting, color, barbering, short hair, style and texture, makeup, skin, and nails. Designed to build strong habits, reinforce practical theory, and develop confident hands-on skills, the Skill Cards provide step-by-step technical procedures, diagrams, key points, technical adaptations, formulas, product guidance, and subject-specific fundamentals in one unified system. Used in both the classroom and clinic classroom, the Skill Cards serve as a quick-reference learning tool, guided practice support, and ongoing study resource throughout a learner's education and beyond.

THE MAKEUP SYSTEM APP

This app has all you need to draw and create any makeup design, including high-fashion, runway, avant-garde, photo shoot, or everyday looks. The Makeup System app is a must for all who love makeup, including new makeup artists and seasoned professionals.

Special features of the app include:

- View video tutorials on cheek, eye, and lip application.
- Build your own face chart by selecting from various face sizes, skin tones, eye shapes, and lip shapes.
- Utilize the large color palette to include pastel, neutral, bold, and shimmer shade; all colors can be layered, blended, and smudged.
- The seven makeup brushes include a thin liner, lip, fan, angled liner, blush, and two shadow brushes.
- Utilize various tools, including a pencil eraser to erase or clean unwanted lines; two different sponges for blending; and a pencil to be used as an eye, lip, or brow liner.
- A special "layer" option allows you to better "draw within the lines" in the foreground or background of the face chart.
- A zoom feature allows drawing details on the eyes, lips, or any area of the face chart.
- Create and label multiple collections of face charts that can be saved and e-mailed to others.

PLUGGED IN APP

Plugged In is an enhanced educational and resource tool, exclusive to Paul Mitchell Schools, that enables our Future Professionals to stay connected with their education inside and outside of the classroom.

Features and Access Includes:

- Paul Mitchell Schools System Apps – Future Professionals will have access to The Color System, The Cutting System, and The Makeup System apps from within the Plugged In app.
- My Profile Access – Future Professionals will have access to view and update their profile information within the Plugged In app.
- Plugged In – Future Professionals will have access to all content found on our Plugged In educational and resource website. This content includes:
- Multiple Intelligence, MASTERS, Careers, Professional Development, Mentors, Education, Giving Back, Caper, Media, Contests, Product, and The Buzz.
- Messages – Future Professionals will have the ability to view and receive individual or group messages from their school leaders.

CONNECTING TO MY FUTURE APP

Connecting to My Future is a professional development app designed to help transform yourself into your new role as a successful, confident, and knowledgeable salon, spa, or barbering professional. Having this strong foundation is key to success in the beauty and barbering industries.

This book focuses on the following:

- Essential skills — Also known as "soft skills," and include communication, empathy, mindfulness, social and emotional IQ, the Be Nice culture, being a team player, and more.
- Career services — Teaches professional career preparedness skills and provides the hiring opportunity connections for school graduates with salon, spa, and barbershop owners and managers.
- Financial literacy — This is how students gain a financial education and the confidence to properly manage and understand their money.

Each chapter of the app connects the reader with inspirational and experienced mentors, along with activities, videos, and MASTERS Podcast interviews.

Be Nice or Else iBook ISBN-13: 978-0-974-993-99-7

MAKEUP PORTFOLIO

The Makeup Portfolio is a comprehensive workbook designed for students and professionals in the makeup industry. It guides users through various makeup techniques, from foundational skills to advanced applications, while also emphasizing the importance of building a professional portfolio.

THE MINI-COLOR SWATCH BOOK

This Mini Swatch Book includes hair color swatch references, color education and usage guidelines for Paul Mitchell color brands.

My Portico App.

My Portico App. is a student success platform purpose-built for vocational education programs. It's student-driven, mobile-first approach improves the entire student lifecycle—helping more students get from day one to graduation day. My Portico App. collects timely and accurate data from every learning environment, visualizes it into accessible dashboards, and automatically acts on it to intervene with at-risk students and celebrate student wins. Students input completed skills into My Portico App. student app. Depending on your program requirements, they can submit files including pictures, PDFs, and short videos alongside their skills. Instructors have a queue of skills that they can approve/reject with the touch of a button, or grade the skill depending on your program requirements. If skills need review by an external party like a site preceptor, you trigger competency evaluations after every skill, a set of skills, or a certain period of time.

Transfer students are responsible to purchase the education kit at an additional cost from the tuition. The cost of the education kit is $700.00.

GRADUATION INFORMATION

GRADUATION REQUIREMENTS

To be eligible for graduation from the school, a student must fulfill the following criteria:

- Complete the required number of program clock hours.
- Complete and submit all practical skill assignments via My Portico App. to demonstrate completion of the practical skill requirements.
- Complete all assigned written and practical exams with a passing score.

AVAILABILITY OF TRANSCRIPTS POLICY

Official Transcripts, Proof of Training, or other certified record of hours

Effective July 1, 2024, federal regulations under Title IV of the Higher Education Act (34 CFR 668.14(b)(33) and (b)(34)) govern the release of official transcripts for students who received Title IV federal student aid. An official transcript is a certified copy of the student's academic record, including clock hours earned.

California Requirement (Civil Code §§ 1788.90–1788.93 — Educational Debt Collection Practices Act):

California law imposes a different requirement than the federal rule above. Notwithstanding any outstanding balance, payment plan status, or whether a payment period received Title IV aid, the school will provide a complete official transcript, or other certified record of hours to any current or former student upon request.

California Board of Barbering and Cosmetology Proof of Training: Students who withdraw, or are terminated from enrollment and do not complete the program will not receive a "Proof of Training".

How to Request a Transcript: To request an official transcript, please contact the Financial Services Office. Processing typically takes 7–10 business days. Unofficial transcripts are available upon request.

Additional Information: This policy is subject to applicable state laws and accrediting standards. If you have any questions regarding graduation requirements, transcripts, or financial obligations please direct them to the Financial Services Office.

CERTIFICATE OF COMPLETION

A Certificate of Completion will be issued once a student has met all academic graduation requirements and settled all financial obligations to the school—either by paying in full or via a compliant payment arrangement.

Please note that the Certificate of Completion is not a requirement for graduation or for receiving an official transcript.

GRADUATES COMPLETING A PROGRAM AND RE-ENROLLING IN A NEW PROGRAM

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

COSMETOLOGY MAKE-UP CAREER SERVICES

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

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

• Barbering School Instructor	• Cruise Ship Barber	• Trade Publication Writer
• Platform Artist		

Employment and Career Opportunities for Make-up:		
• Salon Makeup Artist	• Salon or Spa Owner	• Educator or Instructor
• Free-lance Makeup Artist	• Salesperson/Retail Specialist	• Manufacturer's Representative
• Trade Publication Writer	• Cruise Ship	• Stage and Film Makeup Artist

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

COSMETOLOGY PROGRAM

COSMETOLOGY COURSE INFORMATION

COSMETOLOGY COURSE DESCRIPTION

Cosmetology: Standard Occupational Classification (*SOC 39-5012.00):*
Classification of Instructional Program (CIP 12.0401)
The curriculum involves 1000 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.

**Graduates are prepared for an entry level cosmetologist.*

***The cosmetology program is approved as a brick & mortar program and a hybrid distance education*

This course is taught in English. Textbooks and Course Materials are only offered in the English Language.

COSMETOLOGY COURSE OVERVIEW

Course Hours: 1000 clock hours

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

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

COSMETOLOGY COURSE OUTLINE

Your time at Paul Mitchell The School San Diego for the cosmetology program will be divided into six designations:

- **Core Curriculum**: The first hours, called 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.
- **Protégé Learning Experience**: Your experience as a Protégé produces a smooth transition from Core student to Adaptive student. You spend next hours as a Protégé preparing you for the clinic classroom experience.
- **Clinic Classroom Learning Experience:** Your clinic time, on the clinic classroom, 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.
- **Classroom Learning Experience:** Your classroom time is divided into five (5) areas: cutting, coloring, texture, makeup, and nails. Each area has an instructor in the field who conducts the different elective 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.
- **Adaptive Curriculum**: As an adaptive you will enter a new phase of elective classroom workshops coupled with challenging practical services designed to continue building you into a confident designer.
- **Creative Curriculum**: You will spend your last hours at Paul Mitchell The School San Diego 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.

COSMETOLOGY COURSE SUBJECTS

The instructional program of Paul Mitchell The School San Diego meets or exceeds the state requirements. The following subjects are taught within the brick & mortar program and the hybrid program:

Subject	State Minimum Requirements
Health and Safety: Including instruction on hazardous substances, chemical safety, safety data sheets, protection from hazardous chemicals, preventing chemical injuries, health and safety laws and regulations, and preventing communicable diseases **Board Approved Health & Safety Course (B&P 7389(a))**: Including instruction on hazardous substances, basic labor laws, and physical and sexual assault awareness	100
Disinfection and Sanitation: Including instruction on disinfection procedures to protect the health and safety of consumers as well as the technician and proper disinfection procedures for equipment used in establishments	100
Chemical Hair Services (200 hours): This includes coloring, straightening, waving, bleaching, hair analysis, predisposition and strand tests, safety precautions, formula missing, and the use of dye removers. Instruction must include services for individuals with all hair types and textures.	200
Hairstyling Services (200 hours): This includes arranging, blow-drying, cleansing, curling, dressing, hair analysis, shampooing, waving, non-chemical straightening, and hair cutting. Instruction must include services for individuals with all hair types and textures.	200
Skin Care: Including instruction on chemical and manual facials and massaging, stimulating, exfoliating, cleansing, or beautifying the face, scalp, neck, or body by the use of hands, esthetic devices, cosmetic products, antiseptics, lotions, tonics, or creams that do not result in the ablation or destruction of the live tissue.	150
Hair Removal and Lash and Brow Beautification: Including instruction on tinting and perming eyelashes and brows and applying eyelashes to any person, and includes removing superfluous hair from the body of any person by use of depilatories, tweezers, sugaring, nonprescription chemicals, or waxing, or by the use of devices and appliances of any kind or description, except by the use of lasers or light waves, which are commonly known as rays.	50
Manicure and Pedicure: Including instruction on water and oil manicures, hand and arm massage, foot and ankle massage, nail analysis, and artificial nail services, including, but not limited to, acrylic, liquid and powder brush-ons, dip, tips, wraps, and repairs.	100
Additional Training	100
TOTAL HOURS OF TECHNICAL INSTRUCTION	**1000**

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

Exceeds means that during the course of your training you may complete more services then what is listed, however no additional hours, over the 1000 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 used to assess student learning and mastery of course content in the 1000-hour course:

1. **Academic theory exams:** Students must receive a grade of 75% or higher on each assigned theory exam. Exams are completed at the conclusion of each online theory module. Depending on the length of the distance education module, theory exams will occur weekly or bi-monthly. The theory exams will evaluate the student's academic performance for each subject of the distance education curriculum
2. **Core written and practical skills evaluation**: Students must receive a grade of 75% 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 75% 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. The Core written and practical skills evaluation must be completed within the school facility and cannot be taken through distance education.

3. **Final exam 1**: This test covers an overview of all related cosmetology subjects (e.g., anatomy, chemistry, etc.). Students must receive a grade of 75% or higher on all final exams. Final Exam 1 must be completed within the school facility and cannot be taken through distance education.
4. **Final exam 2:** 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 75% or higher on all final exams. Final Exam 2 must be completed within the school facility and cannot be taken through distance education.
5. **Clinic Practical Skill Assessments**: Students progress in practical skill assessments and theory hours will be digitally monitored on a weekly basis by the Future Professional Advisor using My Portico App. All assigned practical skill assessments must be completed in order to complete the program.
6. **Distance Education Assessments**: Students must complete a distance education written assessment and practical skill assessment. These are based on performance and must be completed on-campus each month. The distance education assessment will focus on the distance education subjects covered during that time period. Students must receive a grade of 75% or higher on each distance education written assessment and each practical assessment. Only students enrolled in the distance education program are required to complete these assessments.
7. **Distance Education Assignments:** The institution will respond to student's submission of lessons, projects, and or evaluations the next business day.

COSMETOLOGY INSTRUCTIONAL TECHNIQUES AND METHODS

The 1000 hour cosmetology program are provided through a sequential set of learning steps which address specific tasks necessary for State Board preparation, graduation, and job entry level skill. Clinic equipment, implements and products are comparable to those used in the industry. Each student will receive instruction that relates to the performance of useful, creative, and productive career-oriented activities. The course is presented through well-developed lesson plans that reflect the latest educational methods. Subjects are presented by means of lectures, demonstration, distance education, and student participation. Audio-visual aids, guest speakers, field trips, and other related learning methods are used in the course.

In order to enroll in the hybrid program of study, the Future Professional must have the following hardware, software, and network requirements:

- Apple iPad, computer, or other mobile device
- An internet connection – broadband wired or wireless (3G or 4G/LTE). Minimum bandwidth is 600kbps (up/down) and recommended is 1.5 Mbps (up/down). Check your Internet bandwidth using Speed test.
- Pivot Point
- Google Chrome
- Zoom
- My Portico App.

COSMETOLOGY 2026 CLASS START DATES

Options	Dates
5-Day Full-Time Date School	January 6, February 17, March 31, May 13, June 23, August 4, September 22, November 3, December 15
4-Nights Part-Time School	February 16, April 20, June 22, August 24, October 26

Class will be held at Paul Mitchell The School San Diego located at 410 A Street, San Diego, CA 92101.

COSMETOLOGY 2027 CLASS START DATES

Options	Dates
Fill-Time Day School	January 26, March 8, April 19, May 27, July 8, August 18, September 28, November 8, December 15
Part-Time Night School	January 4, March 9, May 10, July 7, September 7, November 9

COSMETOLOGY PROGRAM SCHEDULES

Option	Days	Times	Hrs/Day	Hrs/Wk
5-Day Full Time	Monday - Friday	9:00 AM to 4:30 PM	7 hrs per day	35 hrs per week
4-Nights Part Time	Monday - Thursday	5:00 PM to 10:00 PM	5 hrs per day	20 hrs per week

COSMETOLOGY COST OF TUITION AND SUPPLIES

Our current tuition, fees, and supply costs are detailed below.

Prospective students are encouraged to use the Net Price Calculator available on our website to receive a personalized estimate of the cost of attending Paul Mitchell The School San Diego.

Transfer students and students who are approved to re-enter their program are assessed a per clock hour rate for the remainder of their program.

TUITION – COSMETOLOGY (1000 CLOCK HOURS)	
Tuition	$16,300.00
Application Fee ***(nonrefundable)***	25.00
Registration Fee	75.00
Student Tuition Recovery Fund (STRF) ***(nonrefundable)****	0.00
Technical Kit ***(nonrefundable)****	2,385.10
Textbook ***(nonrefundable)****	329.96
Digital Kit ***(nonrefundable)****	599.84
Technical Kit Sales tax (7.75%) ***(nonrefundable)****	184.84
TOTAL COSTS	**$19,899.74**

This is the estimated schedule of total charges for the entire educational program assuming you do not exceed the scheduled hours.

** Amount is refundable during the cancellation period.*

Program	Per Clock Hour Rate (Transfer and Re-Entry Students Only)
Cosmetology 1000	$20.00

****Any used and/or opened items in the Paul Mitchell Technical Kit, Textbooks, and Digital Kit purchased from the school are considered unreturnable equipment. Returnable equipment must be returned within 20 days of withdrawal in their original state, no exceptions. All returned equipment will be assessed a 25% restocking fee. Unopened items from the kit can only be returned to the school if they were purchased directly from the school.***

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

Please contact the school's Financial Services 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. * A $50.00 fee will be charged for all failed payments.

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.

Per VA regulation, only mandatory fees may be billed to the VA. Students utilizing VA benefits will be responsible for arranging alternate payments for any fees not covered by VA.

At its sole discretion, the school may adjust tuition and kit fees for students that transfer from a school that has 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.

COSMETOLOGY TEXTBOOKS AND KITS

Students will only be allowed to use Paul Mitchell technical kits and equipment while enrolled at the School. Students may purchase the Paul Mitchell Technical kit in its entirety from the School, or the individual contents may be purchased independently. Students are responsible to purchase a Paul Mitchell Technical Kit at an additional cost apart from the tuition. Please note that Students are responsible for the purchase of personal stationery supplies.

Disclaimer: If purchased independently, the items must meet the criteria listed on the School's Technical Kit List. The most recent Technical Kit list can be requested from the School. If the student needs to replace a technical kit or equipment item at any time during his or her enrollment in the school, these items may be purchased through the School or independently. Technical kit contents and/or textbooks are subject to change.

Students are advised to refrain from loaning any part of their technical kit or textbooks. The School is not responsible for items that are lost or stolen.

All education apps will work on a compatible IOS device. If a Student has access to a compatible IOS device, an iPad purchase may not be necessary.

Right to Independent Purchase of iPad, Textbooks and Technical Kit: Any Student who desires to independently purchase their iPad, textbook or technical kit from a source other than the School has the right to do so. A Student who chooses to do this should notify the School prior to signing the enrollment agreement.

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. The school participates in federal aid programs, Title IV and PELL. The school does not participate in state financial aid programs.

Cosmetology Textbook - 1 Cosmetology Pivot Point ISBN 978-1-940593-59-3 $329.96
1 Cosmetology Pivot Point Study Guide
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

COSMETOLOGY EDUCATION KIT

The Cosmetology Education Kit is included in the cost of tuition, for students who pay for the full program. Transfer students are responsible to purchase the education kit at an additional cost from the published tuition.

THE CUTTING SYSTEM APP

A revolutionary learning tool that combines 3D technology and legendary Paul Mitchell artistry ideal for new and seasoned stylists and barbers alike.

Filmed in HD from a hairdresser's perspective, features nine foundation haircutting exercises that demonstrate proper sectioning, elevation, over-direction, finger and cutting angles as well as men's haircutting using scissor-over-comb and clipper-over- comb techniques.

Each exercise includes cutting-edge 3D diagrams to enhance the learning experience. By mastering the nine foundation haircuts, you can create any other combination cut as demonstrated by Scott Cole, Takashi Kitamura, and DJ Muldoon.

Features Include:

- Complete instructional activities and take notes directly in the digital The Cutting workbook which is available in English or Spanish.
- Watch all videos from The Cutting System on your iPad.
- All videos available with English and Spanish subtitles.
- Create and share Headsheet Diagrams.

THE COLOR SYSTEM APP

Designed to reach the multiple intelligences of all viewers. THE COLOR SYSTEM is all you need to learn the true foundation of coloring hair. Once you master the content, you will easily be able to apply advanced color techniques to complement any haircut. Features include; 2 Ways to Color Hair, Placement and Effect, Color Theory, Light, Tone, and Depth, Single Process, Double Process and Platinum Card Weaving and Slicing for Horizontal, Diagonal, and Vertical Placements, 3-Dimensional Diagrams, proper preparation, rinsing and shampooing of color, interactive diagramming and a Interactive Color Map.

THE STYLE AND TEXTURE SYSTEM APP

Enhance your styling expertise with the Style and Texture System App by Paul Mitchell. This essential digital resource offers beauty professionals and students comprehensive techniques and knowledge for all hair types and textures.

Features:

- Hair Analysis: Use the DEPTHS method—Density, Elasticity, Porosity, Texture and Formation, Hair History, and Scalp condition—to understand your client's hair.
- Formation and Texture Identification: Identify and work with straight, wavy, curly, and coily hair, and fine, medium, and coarse textures.
- Techniques and Guidance: Access step-by-step instructions for pre-drying, finishing, wet and dry styling, chemical relaxing, and more.
- Product Selection: Learn to choose the right products for each hair type and style.
- Visual Tools: Utilize diagrams and skill cards to master professional techniques and achieve optimal results.

Whether you're a seasoned stylist or a student, the Style and Texture System App is your go-to guide for mastering hair styling.

THE BARBER AND SHORT HAIR SYSTEM APP

The Short Haircutting System is a revolutionary learning tool that combines three-dimensional technology and legendary Paul Mitchell artistry, ideal for new and seasoned barbers and cosmetologists alike.

Filmed in high definition (HD) from a barber's perspective, these videos teach short haircutting theory and scissor-over-comb and clipper-over-comb techniques. Learn how to execute fades, tapers, and layered shapes on various hair textures and formations; how the head shape affects the approach to cutting and blending shorter hair; and which tools will create the final desired end result for the service guests. The learners will also discover five short hair-coloring techniques to enhance the look or cover unwanted grays.

The Short Haircutting System includes over 20 videos and a fundamental workbook designed to teach how to master the full grooming experience to include face shaving, beard and mustache grooming, and how to perfect cutting and coloring short hair with the best methods and techniques.

Both barbers and cosmetologists benefit from offering the expertise of short haircutting and coloring.

The features include:

- All videos are available with English and Spanish subtitles.
- Complete the instructional activities and note-take directly in the Barbering Fundamentals digital workbook, available in English and Spanish.
- Create and share the short haircutting diagrams.
- View all videos on an iPad or mobile device.

THE SKILL CARDS APP

The Skill Cards App is a comprehensive, digital technical reference that supports Future Professionals across all core disciplines, including cutting, color, barbering, short hair, style and texture, makeup, skin, and nails. Designed to build strong habits, reinforce practical theory, and develop confident hands-on skills, the Skill Cards provide step-by-step technical procedures, diagrams, key points, technical adaptations, formulas, product guidance, and subject-specific fundamentals in one unified system. Used in both the classroom and clinic classroom, the Skill Cards serve as a quick-reference learning tool, guided practice support, and ongoing study resource throughout a learner's education and beyond.

THE MAKEUP SYSTEM APP

This app has all you need to draw and create any makeup design, including high-fashion, runway, avant-garde, photo shoot, or everyday looks. The Makeup System app is a must for all who love makeup, including new makeup artists and seasoned professionals.

Special features of the app include:

- View video tutorials on cheek, eye, and lip application.
- Build your own face chart by selecting from various face sizes, skin tones, eye shapes, and lip shapes.
- Utilize the large color palette to include pastel, neutral, bold, and shimmer shade; all colors can be layered, blended, and smudged.
- The seven makeup brushes include a thin liner, lip, fan, angled liner, blush, and two shadow brushes.
- Utilize various tools, including a pencil eraser to erase or clean unwanted lines; two different sponges for blending; and a pencil to be used as an eye, lip, or brow liner.
- A special "layer" option allows you to better "draw within the lines" in the foreground or background of the face chart.
- A zoom feature allows drawing details on the eyes, lips, or any area of the face chart.
- Create and label multiple collections of face charts that can be saved and e-mailed to others.

PLUGGED IN APP

Plugged In is an enhanced educational and resource tool, exclusive to Paul Mitchell Schools, that enables our Future Professionals to stay connected with their education inside and outside of the classroom.

Features and Access Includes:

- Paul Mitchell Schools System Apps – Future Professionals will have access to The Color System, The Cutting System, and The Makeup System apps from within the Plugged In app.
- My Profile Access – Future Professionals will have access to view and update their profile information within the Plugged In app.
- Plugged In – Future Professionals will have access to all content found on our Plugged In educational and resource website. This content includes:

- Multiple Intelligence, MASTERS, Careers, Professional Development, Mentors, Education, Giving Back, Caper, Media, Contests, Product, and The Buzz.
- Messages – Future Professionals will have the ability to view and receive individual or group messages from their school leaders.

CONNECTING TO MY FUTURE APP

Connecting to My Future is a professional development app designed to help transform yourself into your new role as a successful, confident, and knowledgeable salon, spa, or barbering professional. Having this strong foundation is key to success in the beauty and barbering industries.

This book focuses on the following:

- Essential skills — Also known as "soft skills," and include communication, empathy, mindfulness, social and emotional IQ, the Be Nice culture, being a team player, and more.
- Career services — Teaches professional career preparedness skills and provides the hiring opportunity connections for school graduates with salon, spa, and barbershop owners and managers.
- Financial literacy — This is how students gain a financial education and the confidence to properly manage and understand their money.

Each chapter of the app connects the reader with inspirational and experienced mentors, along with activities, videos, and MASTERS Podcast interviews.

Be Nice or Else iBook ISBN-13: 978-0-974-993-99-7

MAKEUP PORTFOLIO

The Makeup Portfolio is a comprehensive workbook designed for students and professionals in the makeup industry. It guides users through various makeup techniques, from foundational skills to advanced applications, while also emphasizing the importance of building a professional portfolio.

THE MINI-COLOR SWATCH BOOK

This Mini Swatch Book includes hair color swatch references, color education and usage guidelines for Paul Mitchell color brands.

My Portico App.

My Portico App. is a student success platform purpose-built for vocational education programs. It's student-driven, mobile-first approach improves the entire student lifecycle—helping more students get from day one to graduation day. My Portico App. collects timely and accurate data from every learning environment, visualizes it into accessible dashboards, and automatically acts on it to intervene with at-risk students and celebrate student wins. Students input completed skills into My Portico App. student app. Depending on your program requirements, they can submit files including pictures, PDFs, and short videos alongside their skills. Instructors have a queue of skills that they can approve/reject with the touch of a button, or grade the skill depending on your program requirements. If skills need review by an external party like a site preceptor, you trigger competency evaluations after every skill, a set of skills, or a certain period of time.

Transfer students are responsible to purchase the education kit at an additional cost from the tuition. The cost of the education kit is $700.00.

COSMETOLOGY CAREER SERVICES

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

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

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

GRADUATION INFORMATION

GRADUATION REQUIREMENTS

To be eligible for graduation from the school, a student must fulfill the following criteria:

- Complete the required number of program clock hours.
- Complete and submit all practical skill assignments via My Portico App. to demonstrate completion of the practical skill requirements.
- Complete all assigned written and practical exams with a passing score.

AVAILABILITY OF TRANSCRIPTS POLICY

Official Transcripts, Proof of Training, or other certified record of hours

Effective July 1, 2024, federal regulations under Title IV of the Higher Education Act (34 CFR 668.14(b)(33) and (b)(34)) govern the release of official transcripts for students who received Title IV federal student aid. An official transcript is a certified copy of the student's academic record, including clock hours earned.

California Requirement (Civil Code §§ 1788.90–1788.93 — Educational Debt Collection Practices Act):

California law imposes a different requirement than the federal rule above. Notwithstanding any outstanding balance, payment plan status, or whether a payment period received Title IV aid, the school will provide a complete official transcript, or other certified record of hours to any current or former student upon request.

California Board of Barbering and Cosmetology Proof of Training: Students who withdraw, or are terminated from enrollment and do not complete the program will not receive a "Proof of Training".

How to Request a Transcript: To request an official transcript, please contact the Financial Services Office. Processing typically takes 7–10 business days. Unofficial transcripts are available upon request.

Additional Information: This policy is subject to applicable state laws and accrediting standards. If you have any questions regarding graduation requirements, transcripts, or financial obligations please direct them to the Financial Services Office.

CERTIFICATE OF COMPLETION

A Certificate of Completion will be issued once a student has met all academic graduation requirements and settled all financial obligations to the school—either by paying in full or via a compliant payment arrangement.

Please note that the Certificate of Completion is not a requirement for graduation or for receiving an official transcript.

GRADUATES COMPLETING A PROGRAM AND RE-ENROLLING IN A NEW PROGRAM

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

COSMETOLOGY/BARBERING PROGRAM

COSMETOLOGY/BARBERING COURSE INFORMATION

COSMETOLOGY / BARBERING COURSE DESCRIPTIONS

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

The state of California requires 1200 hours of education to become licensed as a cosmetologist, however, the school offers a 1200 hour cosmetology/barbering program. The 1200 hour 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. Within the additional 200 hours the course will include extensive instruction and practical experience in shaving

**Graduates are prepared for an entry level cosmetologist and/or barber.*

This course is taught in English. Textbooks and Course Materials are only offered in the English Language.

COSMETOLOGY / BARBERING COURSE OVERVIEW

Course Hours: 1200 clock hours

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

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

COSMETOLOGY / BARBERING COURSE OUTLINE

Your time at Paul Mitchell The School San Diego for the cosmetology/barbering program will be divided into six designations:

- **Core Curriculum**: The first hours, called 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.
- **Protégé Learning Experience:** Your experience as a Protégé produces a smooth transition from Core student to Adaptive student. You spend the next hours as a Protégé preparing you for the clinic classroom experience.
- **Clinic Classroom Learning Experience**: Your clinic time, on the clinic classroom, 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
- **Classroom Learning Experience:** Your classroom time is divided into five (5) areas: cutting, coloring, texture, makeup, and nails. Each area has an instructor in the field who conducts the different elective 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.
- **Adaptive Curriculum:** As an adaptive you will enter a new phase of elective classroom workshops coupled with challenging practical services designed to continue building you into a confident designer.
- **Creative Curriculum:** You will spend your last hours at Paul Mitchell The School San Diego 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.

COSMETOLOGY / BARBERING COURSE SUBJECTS

The instructional program of Paul Mitchell The School San Diego meets or exceeds the state requirements. The following subjects are taught within the brick & mortar program and the hybrid programs.

Subject	State Minimum Requirements
Health and Safety: Including instruction on hazardous substances, chemical safety, safety data sheets, protection from hazardous chemicals, preventing chemical injuries, health and safety laws and regulations, and preventing communicable diseases **Board Approved Health & Safety Course (B&P 7389(a))**: Including instruction on hazardous substances, basic labor laws, and physical and sexual assault awareness	100
Disinfection and Sanitation: Including instruction on disinfection procedures to protect the health and safety of consumers as well as the technician and proper disinfection procedures for equipment used in establishments	100
Chemical Hair Services (200 hours): This includes coloring, straightening, waving, bleaching, hair analysis, predisposition and strand tests, safety precautions, formula missing, and the use of dye removers. Instruction must include services for individuals with all hair types and textures.	200
Hairstyling Services (200 hours): This includes arranging, blow-drying, cleansing, curling, dressing, hair analysis, shampooing, waving, non-chemical straightening, and hair cutting. Instruction must include services for individuals with all hair types and textures.	200
Skin Care: Including instruction on chemical and manual facials and massaging, stimulating, exfoliating, cleansing, or beautifying the face, scalp, neck, or body by the use of hands, esthetic devices, cosmetic products, antiseptics, lotions, tonics, or creams that do not result in the ablation or destruction of the live tissue.	150
Hair Removal and Lash and Brow Beautification: Including instruction on tinting and perming eyelashes and brows and applying eyelashes to any person, and includes removing superfluous hair from the body of any person by use of depilatories, tweezers, sugaring, nonprescription chemicals, or waxing, or by the use of devices and appliances of any kind or description, except by the use of lasers or light waves, which are commonly known as rays.	50
Manicure and Pedicure: Including instruction on water and oil manicures, hand and arm massage, foot and ankle massage, nail analysis, and artificial nail services, including, but not limited to, acrylic, liquid and powder brush-on, dip, tips, wraps, and repairs.	100
Additional Training	100
ADDITIONAL 200 HOURS FOR COSMETOLOGY/BARBERING	
Shaving and Trimming of the Beard: Including instruction on preparing the client's hair for shaving, assessing the condition of the client's skin, performing shaving techniques, applying aftershave antiseptic following facial services, and massaging the face and rolling cream massages.	200
TOTAL HOURS OF TECHNICAL INSTRUCTION	**1200**

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

No additional hours will be required to complete the additional training, and these additional courses are not a requirement for state licensure.

Exceeds means that during the course of your training you may complete more services then what is listed, however no additional hours, over the 1200 required by the Board of Barbering and Cosmetology (BBC) will be required.

COSMETOLOGY / BARBERING PROGRAM TESTING AND GRADING PROCEDURE

The following tests and grading procedures are used to assess student learning and mastery of course content in the 1200-hour course.

1. **Academic theory exams**: Students must receive a grade of 75% or higher on each assigned theory exam.

2. **Core written and practical skills evaluation**: Students must receive a grade of 75% 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 75% 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**: This test covers an overview of all related cosmetology subjects (e.g., anatomy, chemistry, etc.). Students must receive a grade of 75% or higher on all final exams.
4. **Final exam 2**: 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 75% or higher on all final exams.
5. **Clinic Practical Skill Assessments**: Future Professionals progress in practical skill assessments and theory hours will be digitally monitored on a weekly basis by the Future Professional Advisor using My Portico App. All assigned practical skill assessments must be completed in order to complete the program.

COSMETOLOGY / BARBERING INSTRUCTIONAL TECHNIQUES AND METHODS

The 1200 hour cosmetology / barbering program are provided through a sequential set of learning steps which address specific tasks necessary for State Board preparation, graduation, and job entry level skill. Clinic equipment, implements and products are comparable to those used in the industry. Each student will receive instruction that relates to the performance of useful, creative, and productive career-oriented activities. The course is presented through well-developed lesson plans that reflect the latest educational methods. Subjects are presented by means of lectures, demonstration, distance education, and student participation. Audio-visual aids, guest speakers, field trips, and other related learning methods are used in the course.

COSMETOLOGY/BARBERING 2026 CLASS START DATES

Options	Dates
5-Day Full-Time School	January 6, February 17, March 31, May 13, June 23, August 4, September 22, November 3, December 15
4-Nights Part-Time School	February 16, April 20, June 22, August 24, October 26

Class will be held at Paul Mitchell The School San Diego located at 410 A Street, San Diego, CA 92101.

COSMETOLOGY/BARBERING 2027 CLASS START DATES

Options	Dates
Full-Time Day School	January 26, March 8, April 19, May 27, July 8, August 18, September 28, November 8, December 15
Part-Time Night School	January 4, March 9, May 10, July 7, September 7, November 9

COSMETOLOGY/BARBERING PROGRAM SCHEDULES

Option	Days	Times	Hrs/Day	Hrs/Wk
5-Day Full Time	Monday - Friday	9:00 AM to 4:30 PM	7 hrs per day	35 hrs per week
4-Nights Part Time	Monday - Thursday	5:00 PM to 10:00 PM	5 hrs per day	20 hrs per week

COSMETOLOGY/BARBERING COST OF TUITION AND SUPPLIES

Our current tuition, fees, and supply costs are detailed below.

Prospective students are encouraged to use the Net Price Calculator available on our website to receive a personalized estimate of the cost of attending Paul Mitchell The School San Diego.

Transfer students and students who are approved to re-enter their program are assessed a per clock hour rate for the remainder of their program.

TUITION – COSMETOLOGY/BARBERING (1200 CLOCK HOURS)	
Tuition	$19,450.00
Application Fee ***(nonrefundable)***	25.00
Registration Fee	75.00
Student Tuition Recovery Fund (STRF) ***(nonrefundable) ****	0.00
Technical Kit ***(nonrefundable)****	2,595.44
Textbook ***(nonrefundable) ****	675.75
Digital Kit ***(nonrefundable) ****	599.84
Technical Kit Sales tax (7.75%) ***(nonrefundable) ****	201.15
TOTAL COSTS	**$23,622.18**

This is the estimated schedule of total charges for the entire educational program assuming you do not exceed the scheduled hours.

** Amount is refundable during the cancellation period.*

Program	**Per Clock Hour Rate (Transfer and Re-Entry Students Only)**
Cosmetology/Barbering 1200	$20.00

****Any used and/or opened items in the Paul Mitchell Technical Kit purchased from the school are considered unreturnable equipment. Returnable equipment must be returned within 20 days of withdrawal in their original state, no exceptions. All returned equipment will be assessed a 25% restocking fee. Unopened items from the kit can only be returned to the school if they were purchased directly from the school.***

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

Please contact the school's Financial Services 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. * A $50.00 fee will be charged for all failed payments.

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.

Per VA regulation, only mandatory fees may be billed to the VA. Students utilizing VA benefits will be responsible for arranging alternate payments for any fees not covered by VA.

At its sole discretion, the school may adjust tuition and kit fees for students that transfer from a school that has 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.

COSMETOLOGY/BARBERING TEXTBOOKS AND KITS

Students will only be allowed to use Paul Mitchell technical kits and equipment while enrolled at the School. Students may purchase the Paul Mitchell Technical kit in its entirety from the School, or the individual contents may be purchased independently. Students are responsible to purchase a Paul Mitchell Technical Kit at an additional cost apart from the tuition. Please note that Students are responsible for the purchase of personal stationery supplies.

Disclaimer: If purchased independently, the items must meet the criteria listed on the School's Technical Kit List. The most recent Technical Kit list can be requested from the School. If the student needs to replace a technical kit or equipment item at any time during his or her enrollment in the school, these items may be purchased through the School or independently. Technical kit contents and/or textbooks are subject to change.

Students are advised to refrain from loaning any part of their technical kit or textbooks. The School is not responsible for items that are lost or stolen.

All education apps will work on a compatible IOS device. If a Student has access to a compatible IOS device, an iPad purchase may not be necessary.

Right to Independent Purchase of iPad, Textbooks and Technical Kit: Any Student who desires to independently purchase their iPad, textbook or technical kit from a source other than the School has the right to do so. A Student who chooses to do this should notify the School prior to signing the enrollment agreement.

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. The school participates in federal aid programs, Title IV and PELL. The school does not participate in state financial aid programs.

COSMETOLOGY/BABERING TEXTBOOKS

1 Cosmetology Pivot Point ISBN 978-1-940593-59-3 $329.96
1 Barber Pivot Point ISBN 978-1-940593-97-5 $345.79
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
TOTAL: $675.75

COSMETOLOGY/BARBERING EDUCATION KIT

The Cosmetology/Barbering Education Kit is included in the cost of tuition, for students who pay for the full program. Transfer students are responsible to purchase the education kit at an additional cost from the published tuition.

THE CUTTING SYSTEM APP

A revolutionary learning tool that combines 3D technology and legendary Paul Mitchell artistry ideal for new and seasoned stylists and barbers alike.

Filmed in HD from a hairdresser's perspective, features nine foundation haircutting exercises that demonstrate proper sectioning, elevation, over-direction, finger and cutting angles as well as men's haircutting using scissor-over-comb and clipper-over- comb techniques.

Each exercise includes cutting-edge 3D diagrams to enhance the learning experience. By mastering the nine foundation haircuts, you can create any other combination cut as demonstrated by Scott Cole, Takashi Kitamura, and DJ Muldoon.

Features Include:

- Complete instructional activities and take notes directly in the digital The Cutting workbook which is available in English or Spanish.
- Watch all videos from The Cutting System on your iPad.
- All videos available with English and Spanish subtitles.
- Create and share Headsheet Diagrams.

THE COLOR SYSTEM APP

Designed to reach the multiple intelligences of all viewers. THE COLOR SYSTEM is all you need to learn the true foundation of coloring hair. Once you master the content, you will easily be able to apply advanced color techniques to complement any haircut. Features include; 2 Ways to Color Hair, Placement and Effect, Color Theory, Light, Tone, and Depth, Single Process, Double Process and Platinum Card Weaving and Slicing for Horizontal, Diagonal, and Vertical Placements, 3-Dimensional Diagrams, proper preparation, rinsing and shampooing of color, interactive diagramming and a Interactive Color Map.

THE STYLE AND TEXTURE SYSTEM APP

Enhance your styling expertise with the Style and Texture System App by Paul Mitchell. This essential digital resource offers beauty professionals and students comprehensive techniques and knowledge for all hair types and textures.

Features:

- Hair Analysis: Use the DEPTHS method—Density, Elasticity, Porosity, Texture and Formation, Hair History, and Scalp condition—to understand your client's hair.
- Formation and Texture Identification: Identify and work with straight, wavy, curly, and coily hair, and fine, medium, and coarse textures.
- Techniques and Guidance: Access step-by-step instructions for pre-drying, finishing, wet and dry styling, chemical relaxing, and more.
- Product Selection: Learn to choose the right products for each hair type and style.
- Visual Tools: Utilize diagrams and skill cards to master professional techniques and achieve optimal results.

Whether you're a seasoned stylist or a student, the Style and Texture System App is your go-to guide for mastering hair styling.

THE BARBER AND SHORT HAIR SYSTEM APP

The Short Haircutting System is a revolutionary learning tool that combines three-dimensional technology and legendary Paul Mitchell artistry, ideal for new and seasoned barbers and cosmetologists alike.

Filmed in high definition (HD) from a barber's perspective, these videos teach short haircutting theory and scissor-over-comb and clipper-over-comb techniques. Learn how to execute fades, tapers, and layered shapes on various hair textures and formations; how the head shape affects the approach to cutting and blending shorter hair; and which tools will create the final desired end result for the service guests. The learners will also discover five short hair-coloring techniques to enhance the look or cover unwanted grays.

The Short Haircutting System includes over 20 videos and a fundamental workbook designed to teach how to master the full grooming experience to include face shaving, beard and mustache grooming, and how to perfect cutting and coloring short hair with the best methods and techniques.

Both barbers and cosmetologists benefit from offering the expertise of short haircutting and coloring.

The features include:

- All videos are available with English and Spanish subtitles.
- Complete the instructional activities and note-take directly in the Barbering Fundamentals digital workbook, available in English and Spanish.
- Create and share the short haircutting diagrams.
- View all videos on an iPad or mobile device.

THE SKILL CARDS APP

The Skill Cards App is a comprehensive, digital technical reference that supports Future Professionals across all core disciplines, including cutting, color, barbering, short hair, style and texture, makeup, skin, and nails. Designed to build strong habits, reinforce practical theory, and develop confident hands-on skills, the Skill Cards provide step-by-step technical procedures, diagrams, key points, technical adaptations, formulas, product guidance, and subject-specific fundamentals in one unified system. Used in both the classroom and clinic classroom, the Skill Cards serve as a quick-reference learning tool, guided practice support, and ongoing study resource throughout a learner's education and beyond.

THE MAKEUP SYSTEM APP

This app has all you need to draw and create any makeup design, including high-fashion, runway, avant-garde, photo shoot, or everyday looks. The Makeup System app is a must for all who love makeup, including new makeup artists and seasoned professionals.

Special features of the app include:

- View video tutorials on cheek, eye, and lip application.
- Build your own face chart by selecting from various face sizes, skin tones, eye shapes, and lip shapes.
- Utilize the large color palette to include pastel, neutral, bold, and shimmer shade; all colors can be layered, blended, and smudged.
- The seven makeup brushes include a thin liner, lip, fan, angled liner, blush, and two shadow brushes.
- Utilize various tools, including a pencil eraser to erase or clean unwanted lines; two different sponges for blending; and a pencil to be used as an eye, lip, or brow liner.
- A special "layer" option allows you to better "draw within the lines" in the foreground or background of the face chart.
- A zoom feature allows drawing details on the eyes, lips, or any area of the face chart.
- Create and label multiple collections of face charts that can be saved and e-mailed to others.

PLUGGED IN APP

Plugged In is an enhanced educational and resource tool, exclusive to Paul Mitchell Schools, that enables our Future Professionals to stay connected with their education inside and outside of the classroom.

Features and Access Includes:

- Paul Mitchell Schools System Apps – Future Professionals will have access to The Color System, The Cutting System, and The Makeup System apps from within the Plugged In app.
- My Profile Access – Future Professionals will have access to view and update their profile information within the Plugged In app.
- Plugged In – Future Professionals will have access to all content found on our Plugged In educational and resource website. This content includes:
- Multiple Intelligence, MASTERS, Careers, Professional Development, Mentors, Education, Giving Back, Caper, Media, Contests, Product, and The Buzz.
- Messages – Future Professionals will have the ability to view and receive individual or group messages from their school leaders.

CONNECTING TO MY FUTURE APP

Connecting to My Future is a professional development app designed to help transform yourself into your new role as a successful, confident, and knowledgeable salon, spa, or barbering professional. Having this strong foundation is key to success in the beauty and barbering industries.

This book focuses on the following:

- Essential skills — Also known as "soft skills," and include communication, empathy, mindfulness, social and emotional IQ, the Be Nice culture, being a team player, and more.

- Career services — Teaches professional career preparedness skills and provides the hiring opportunity connections for school graduates with salon, spa, and barbershop owners and managers.
- Financial literacy — This is how students gain a financial education and the confidence to properly manage and understand their money.

Each chapter of the app connects the reader with inspirational and experienced mentors, along with activities, videos, and MASTERS Podcast interviews.

Be Nice or Else iBook ISBN-13: 978-0-974-993-99-7

MAKEUP PORTFOLIO

The Makeup Portfolio is a comprehensive workbook designed for students and professionals in the makeup industry. It guides users through various makeup techniques, from foundational skills to advanced applications, while also emphasizing the importance of building a professional portfolio.

THE MINI-COLOR SWATCH BOOK

This Mini Swatch Book includes hair color swatch references, color education and usage guidelines for Paul Mitchell color brands.

My Portico App.

My Portico App. is a student success platform purpose-built for vocational education programs. It's student-driven, mobile-first approach improves the entire student lifecycle—helping more students get from day one to graduation day. My Portico App. collects timely and accurate data from every learning environment, visualizes it into accessible dashboards, and automatically acts on it to intervene with at-risk students and celebrate student wins. Students input completed skills into My Portico App. student app. Depending on your program requirements, they can submit files including pictures, PDFs, and short videos alongside their skills. Instructors have a queue of skills that they can approve/reject with the touch of a button, or grade the skill depending on your program requirements. If skills need review by an external party like a site preceptor, you trigger competency evaluations after every skill, a set of skills, or a certain period of time.

Transfer students are responsible to purchase the education kit at an additional cost from the tuition. The cost of the education kit is $700.00.

COSMETOLOGY/BARBERING CAREER SERVICES

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

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

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

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

GRADUATION INFORMATION

GRADUATION REQUIREMENTS

To be eligible for graduation from the school, a student must fulfill the following criteria:

- Complete the required number of program clock hours.
- Complete and submit all practical skill assignments via My Portico App. to demonstrate completion of the practical skill requirements.
- Complete all assigned written and practical exams with a passing score.

AVAILABILITY OF TRANSCRIPTS POLICY

Official Transcripts, Proof of Training, or other certified record of hours

Effective July 1, 2024, federal regulations under Title IV of the Higher Education Act (34 CFR 668.14(b)(33) and (b)(34)) govern the release of official transcripts for students who received Title IV federal student aid. An official transcript is a certified copy of the student's academic record, including clock hours earned.

California Requirement (Civil Code §§ 1788.90–1788.93 — Educational Debt Collection Practices Act):

California law imposes a different requirement than the federal rule above. Notwithstanding any outstanding balance, payment plan status, or whether a payment period received Title IV aid, the school will provide a complete official transcript, or other certified record of hours to any current or former student upon request.

California Board of Barbering and Cosmetology Proof of Training: Students who withdraw, or are terminated from enrollment and do not complete the program will not receive a "Proof of Training".

How to Request a Transcript: To request an official transcript, please contact the Financial Services Office. Processing typically takes 7–10 business days. Unofficial transcripts are available upon request.

Additional Information: This policy is subject to applicable state laws and accrediting standards. If you have any questions regarding graduation requirements, transcripts, or financial obligations please direct them to the Financial Services Office.

CERTIFICATE OF COMPLETION

A Certificate of Completion will be issued once a student has met all academic graduation requirements and settled all financial obligations to the school—either by paying in full or via a compliant payment arrangement.

Please note that the Certificate of Completion is not a requirement for graduation or for receiving an official transcript.

GRADUATES COMPLETING A PROGRAM AND RE-ENROLLING IN A NEW PROGRAM

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

BARBERING PROGRAM

BARBERING COURSE INFORMATION

BARBERING COURSE DESCRIPTIONS

Barbering: ***SOC 39.5011.00, CIP Code 12.0402:***

The curriculum involves 1000 hours to satisfy California state requirements. The program includes extensive instruction and practical experience in men's cutting, color, texture, men's grooming, customer service, personal appearance and hygiene, personal motivation and development, retail (Take Home) skills, guest record-keeping, and business ethics, sanitation, state laws and regulations, salon-type administration, and job interviewing.

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

***The barbering program is approved as a brick & mortar program and a hybrid distance education*

This course is taught in English. Textbooks and Course Materials are only offered in the English Language.

BARBERING COURSE OVERVIEW

Course Hours: 1000 clock hours

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

- **Pre-clinical Classroom Instruction:** The first hours are devoted to classroom workshops where students learn design principles, technical information, and professional practices.
- **Clinic Classroom Learning Experience:** The remaining hours are spent in the clinic area where practical experience is gained.
- **Distance Education Learning Experience:** Students enrolled in the program with distance education will complete a portion of their education through online learning.

BARBERING COURSE OUTLINE

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

- **Core Curriculum**: The first hours, called 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.
- **Protégé Learning Experience**: Your experience as a Protégé produces a smooth transition from Core student to Adaptive student. You spend the next hours as a Protégé preparing for the clinic classroom.
- **Clinic Classroom Learning Experience**: Your clinic time, on the clinic classroom, 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.
- **Classroom Learning Experience:** Your classroom time is divided into five (5) areas: cutting, coloring, texture, skin, and facial hair. 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.

BARBERING COURSE SUBJECTS

The instructional program of Paul Mitchell The School San Diego meets or exceeds the state requirements. The following subjects are taught within the brick & mortar program and the hybrid program:

Subject	State Minimum Requirements
Health and Safety: Including instruction on hazardous substances, chemical safety, safety data sheets, protection from hazardous chemicals, preventing chemical injuries, health and safety laws and regulations, and preventing communicable diseases. **Board Approved Health & Safety Course (B&P 7389(a)):** Including instruction on hazardous substances, basic labor laws, and physical and sexual assault awareness.	100
Disinfection and Sanitation: Including instruction on disinfection procedures to protect the health and safety of consumers as well as the technician and proper disinfection procedures for equipment used in establishments.	100
Chemical services: Including instruction on short hair coloring, straightening, waving, bleaching, hair analysis, predisposition and strand tests, safety precautions, formula mixing, and the use of dye removers, specifically pertaining to short hair barbering curriculum	200
Hairstyling Services: Including instruction on short hair arranging, blow drying, cleansing, curling, dressing, hair analysis, shampooing, waving, and nonchemical straightening, and short hair cutting, including the use of shears, razors, electrical clippers and trimmers, and thinning shears, for wet and dry cutting, specifically pertaining to short hair barbering curriculum.	200
Shaving and Trimming of the Beard: Including instruction on preparing the client's hair for shaving, assessing the condition of the client's skin, performing shaving techniques, applying aftershave antiseptic following facial services, and massaging the face and rolling cream massages.	200
Additional Training, specifically pertaining to short hair barbering curriculum	200
TOTAL HOURS OF TECHNICAL INSTRUCTION	**1000**

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

Exceeds means that during the course of your training you may complete more services then what is listed, however no additional hours, over the 1000 required by the Board of Barbering and Cosmetology (BBC) will be required.

Distance Education hours and assignments are graded and recorded daily. Theory chapter exams, final exams and final practical evaluations must complete in the school facility.

BARBERING PROGRAM TESTING AND GRADING PROCEDURE

The following tests and grading procedures are used to assess student learning and mastery of course content in the 1000-hour course.

1. **Academic theory exams:** Students must receive a grade of 75% or higher on each assigned theory exam. Exams are completed at the conclusion of each online theory module. Depending on the length of the distance education module, theory exams will occur weekly or bi-monthly. The theory exams will evaluate the student's academic performance for each subject of the distance education curriculum
2. **Core written and practical skills evaluation**: Students must receive a grade of 75% 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 75% 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. The Core written and practical skills evaluation must be completed within the school facility and cannot be taken through distance education.

3. **Final exam 1:** This test covers an overview of all related cosmetology subjects (e.g., anatomy, chemistry, etc.). Students must receive a grade of 75% or higher on all final exams. Final Exam 1 must be completed within the school facility and cannot be taken through distance education.
4. **Final exam 2:** 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 75% or higher on all final exams. Final Exam 2 must be completed within the school facility and cannot be taken through distance education.
5. **Clinic Practical Skill Assessments**: Future Professionals progress in practical skill assessments and theory hours will be digitally monitored on a weekly basis by the Future Professional Advisor using My Portico App. All assigned practical skill assessments must be completed in order to complete the program.
6. **Distance Education Assessments:** Students must complete a distance education written assessment and practical skill assessment. These are based on performance and must be completed on-campus each month. The distance education assessment will focus on the distance education subjects covered during that time period. Students must receive a grade of 75% or higher on each distance education written assessment and each practical assessment. Only students enrolled in the distance education program are required to complete these assessments.
7. **Distance Education Assignments:** The institution will respond to student's submission of lessons, projects, and or evaluations the next business day.

BARBERING INSTRUCTIONAL TECHNIQUES AND METHODS

The 1000 hour barbering program are provided through a sequential set of learning steps which address specific tasks necessary for State Board preparation, graduation, and job entry level skill. Clinic equipment, implements and products are comparable to those used in the industry. Each student will receive instruction that relates to the performance of useful, creative, and productive career-oriented activities. The course is presented through well-developed lesson plans that reflect the latest educational methods. Subjects are presented by means of lectures, demonstration, distance education, and student participation. Audio-visual aids, guest speakers, field trips, and other related learning methods are used in the course.

In order to enroll in the hybrid program of study, the Future Professional must have the following hardware, software, and network requirements:

- Apple iPad, computer, or other mobile device
- An internet connection – broadband wired or wireless (3G or 4G/LTE). Minimum bandwidth is 600kbps (up/down) and recommended is 1.5 Mbps (up/down). Check your Internet bandwidth using Speed test.
- Pivot Point
- Google Chrome
- Zoom
- My Portico App.

BARBERING 2026 CLASS START DATES

Options	Dates
5-Day Full-Time School	January 6, February 17, March 31, May 13, June 23, August 4, September 22, November 3, December 15
4-Nights Part-Time School	February 16, April 20, June 22, August 24, October 26

Class will be held at Paul Mitchell The School San Diego located at 410 A Street, San Diego, CA 92101.

BARBERING 2027 CLASS START DATES

Options	Dates
Full-Time Day School	January 26, March 8, April 19, May 27, July 8, August 18, September 28, November 8, December 15
Part-Time Night School	January 4, March 9, May 10, July 7, September 7, November 9

BARBERING PROGRAM SCHEDULES

Option	Days	Times	Hrs/Day	Hrs/Wk
5-Day Full Time	Monday - Friday	9:00 AM to 4:30 PM	7 hrs per day	35 hrs per week
4-Nights Part Time	Monday - Thursday	5:00 PM to 10:00 PM	5 hrs per day	20 hrs per week

BARBERING COST OF TUITION AND SUPPLIES

Our current tuition, fees, and supply costs are detailed below.

Prospective students are encouraged to use the Net Price Calculator available on our website to receive a personalized estimate of the cost of attending Paul Mitchell The School San Diego.

Transfer students and students who are approved to re-enter their program are assessed a per clock hour rate for the remainder of their program.

TUITION – BARBERING (1000 CLOCK HOURS)	
Tuition	$16,300.00
Application Fee ***(nonrefundable)***	25.00
Registration Fee	75.00
Student Tuition Recovery Fund (STRF) ***(nonrefundable)****	0.00
Technical Kit ***(nonrefundable)****	2,195.43
Textbook ***(nonrefundable)****	345.79
Digital Kit ***(nonrefundable)****	599.84
Technical Kit Sales tax (7.75%) ***(nonrefundable)****	170.14
TOTAL COSTS	**$19,711.20**

This is the estimated schedule of total charges for the entire educational program assuming you do not exceed the scheduled hours.

** Amount is refundable during the cancellation period.*

Program	Per Clock Hour Rate (Transfer and Re-Entry Students Only)
Barbering 1000	$20.00

****Any used and/or opened items in the Paul Mitchell Technical Kit purchased from the school are considered unreturnable equipment. Returnable equipment must be returned within 20 days of withdrawal in their original state, no exceptions. All returned equipment will be assessed a 25% restocking fee. Unopened items from the kit can only be returned to the school if they were purchased directly from the school.***

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

Please contact the school's Financial Services 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. * A $50.00 fee will be charged for all failed payments.

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.

Per VA regulation, only mandatory fees may be billed to the VA. Students utilizing VA benefits will be responsible for arranging alternate payments for any fees not covered by VA.

At its sole discretion, the school may adjust tuition and kit fees for students that transfer from a school that has 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.

BARBERING TEXTBOOKS AND KITS

Students will only be allowed to use Paul Mitchell technical kits and equipment while enrolled at the School. Students may purchase the Paul Mitchell Technical kit in its entirety from the School, or the individual contents may be purchased independently. Students are responsible to purchase a Paul Mitchell Technical Kit at an additional cost apart from the tuition. Please note that Students are responsible for the purchase of personal stationery supplies.

Disclaimer: If purchased independently, the items must meet the criteria listed on the School's Technical Kit List. The most recent Technical Kit list can be requested from the School. If the student needs to replace a technical kit or equipment item at any time during his or her enrollment in the school, these items may be purchased through the School or independently. Technical kit contents and/or textbooks are subject to change.

Students are advised to refrain from loaning any part of their technical kit or textbooks. The School is not responsible for items that are lost or stolen.

All education apps will work on a compatible IOS device. If a Student has access to a compatible IOS device, an iPad purchase may not be necessary.

Right to Independent Purchase of iPad, Textbooks and Technical Kit: Any Student who desires to independently purchase their iPad, textbook or technical kit from a source other than the School has the right to do so. A Student who chooses to do this should notify the School prior to signing the enrollment agreement.

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. The school participates in federal aid programs, Title IV and PELL. The school does not participate in state financial aid programs.

BARBERING TEXTBOOKS

1 Barber Pivot Point ISBN 978-1-940593-97-5 $345.79
1 Barber Pivot Point Study Guide
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

BARBERING EDUCATION KIT

The Barbering Education Kit is included in the cost of tuition, for students who pay for the full program. Transfer students are responsible to purchase the education kit at an additional cost from the published tuition.

THE CUTTING SYSTEM APP

A revolutionary learning tool that combines 3D technology and legendary Paul Mitchell artistry ideal for new and seasoned stylists and barbers alike.

Filmed in HD from a hairdresser's perspective, features nine foundation haircutting exercises that demonstrate proper sectioning, elevation, over-direction, finger and cutting angles as well as men's haircutting using scissor-over-comb and clipper-over- comb techniques.

Each exercise includes cutting-edge 3D diagrams to enhance the learning experience. By mastering the nine foundation haircuts, you can create any other combination cut as demonstrated by Scott Cole, Takashi Kitamura, and DJ Muldoon.

Features Include:

- Complete instructional activities and take notes directly in the digital The Cutting workbook which is available in English or Spanish.
- Watch all videos from The Cutting System on your iPad.
- All videos available with English and Spanish subtitles.
- Create and share Headsheet Diagrams.

THE COLOR SYSTEM APP

Designed to reach the multiple intelligences of all viewers. THE COLOR SYSTEM is all you need to learn the true foundation of coloring hair. Once you master the content, you will easily be able to apply advanced color techniques to complement any haircut. Features include; 2 Ways to Color Hair, Placement and Effect, Color Theory, Light, Tone, and Depth, Single Process, Double Process and Platinum Card Weaving and Slicing for Horizontal, Diagonal, and Vertical Placements, 3-Dimensional Diagrams, proper preparation, rinsing and shampooing of color, interactive diagramming and a Interactive Color Map.

THE STYLE AND TEXTURE SYSTEM APP

Enhance your styling expertise with the Style and Texture System App by Paul Mitchell. This essential digital resource offers beauty professionals and students comprehensive techniques and knowledge for all hair types and textures.

Features:

- Hair Analysis: Use the DEPTHS method—Density, Elasticity, Porosity, Texture and Formation, Hair History, and Scalp condition—to understand your client's hair.
- Formation and Texture Identification: Identify and work with straight, wavy, curly, and coily hair, and fine, medium, and coarse textures.
- Techniques and Guidance: Access step-by-step instructions for pre-drying, finishing, wet and dry styling, chemical relaxing, and more.
- Product Selection: Learn to choose the right products for each hair type and style.
- Visual Tools: Utilize diagrams and skill cards to master professional techniques and achieve optimal results.

Whether you're a seasoned stylist or a student, the Style and Texture System App is your go-to guide for mastering hair styling.

THE BARBER AND SHORT HAIR SYSTEM APP

The Short Haircutting System is a revolutionary learning tool that combines three-dimensional technology and legendary Paul Mitchell artistry, ideal for new and seasoned barbers and cosmetologists alike.

Filmed in high definition (HD) from a barber's perspective, these videos teach short haircutting theory and scissor-over-comb and clipper-over-comb techniques. Learn how to execute fades, tapers, and layered shapes on various hair textures and formations; how the head shape affects the approach to cutting and blending shorter hair; and which tools will create the final desired end result for the service guests. The learners will also discover five short hair-coloring techniques to enhance the look or cover unwanted grays.

The Short Haircutting System includes over 20 videos and a fundamental workbook designed to teach how to master the full grooming experience to include face shaving, beard and mustache grooming, and how to perfect cutting and coloring short hair with the best methods and techniques.

Both barbers and cosmetologists benefit from offering the expertise of short haircutting and coloring.

The features include:

- All videos are available with English and Spanish subtitles.
- Complete the instructional activities and note-take directly in the Barbering Fundamentals digital workbook, available in English and Spanish.
- Create and share the short haircutting diagrams.
- View all videos on an iPad or mobile device.

THE SKILL CARDS APP

The Skill Cards App is a comprehensive, digital technical reference that supports Future Professionals across all core disciplines, including cutting, color, barbering, short hair, style and texture, makeup, skin, and nails. Designed to build strong habits, reinforce practical theory, and develop confident hands-on skills, the Skill Cards provide step-by-step technical procedures, diagrams, key points, technical adaptations, formulas, product guidance, and subject-specific fundamentals in one unified system. Used in both the classroom and clinic classroom, the Skill Cards serve as a quick-reference learning tool, guided practice support, and ongoing study resource throughout a learner's education and beyond.

THE MINI-COLOR SWATCH BOOK

This Mini Swatch Book includes hair color swatch references, color education and usage guidelines for Paul Mitchell color brands.

My Portico App.

My Portico App. is a student success platform purpose-built for vocational education programs. It's student-driven, mobile-first approach improves the entire student lifecycle—helping more students get from day one to graduation day. My Portico App. collects timely and accurate data from every learning environment, visualizes it into accessible dashboards, and automatically acts on it to intervene with at-risk students and celebrate student wins. Students input completed skills into My Portico App. student app. Depending on your program requirements, they can submit files including pictures, PDFs, and short videos alongside their skills. Instructors have a queue of skills that they can approve/reject with the touch of a button, or grade the skill depending on your program requirements. If skills need review by an external party like a site preceptor, you trigger competency evaluations after every skill, a set of skills, or a certain period of time.

Transfer students are responsible to purchase the education kit at an additional cost from the tuition. The cost of the education kit is $700.00

BARBERING CAREER SERVICES

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

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

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

GRADUATION INFORMATION

GRADUATION REQUIREMENTS

To be eligible for graduation from the school, a student must fulfill the following criteria:

- Complete the required number of program clock hours.
- Complete and submit all practical skill assignments via My Portico App. to demonstrate completion of the practical skill requirements.
- Complete all assigned written and practical exams with a passing score.

AVAILABILITY OF TRANSCRIPTS POLICY

Official Transcripts, Proof of Training, or other certified record of hours

Effective July 1, 2024, federal regulations under Title IV of the Higher Education Act (34 CFR 668.14(b)(33) and (b)(34)) govern the release of official transcripts for students who received Title IV federal student aid. An official transcript is a certified copy of the student's academic record, including clock hours earned.

California Requirement (Civil Code §§ 1788.90–1788.93 — Educational Debt Collection Practices Act):

California law imposes a different requirement than the federal rule above. Notwithstanding any outstanding balance, payment plan status, or whether a payment period received Title IV aid, the school will provide a complete official transcript, or other certified record of hours to any current or former student upon request.

California Board of Barbering and Cosmetology Proof of Training: Students who withdraw, or are terminated from enrollment and do not complete the program will not receive a "Proof of Training".

How to Request a Transcript: To request an official transcript, please contact the Financial Services Office. Processing typically takes 7–10 business days. Unofficial transcripts are available upon request.

Additional Information: This policy is subject to applicable state laws and accrediting standards. If you have any questions regarding graduation requirements, transcripts, or financial obligations please direct them to the Financial Services Office.

CERTIFICATE OF COMPLETION

A Certificate of Completion will be issued once a student has met all academic graduation requirements and settled all financial obligations to the school—either by paying in full or via a compliant payment arrangement.

Please note that the Certificate of Completion is not a requirement for graduation or for receiving an official transcript.

GRADUATES COMPLETING A PROGRAM AND RE-ENROLLING IN A NEW PROGRAM

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

ESTHETICS PROGRAM

ESTHETICS COURSE INFORMATION

ESTHETICS COURSE DESCRIPTIONS

Esthetics: ***SOC 39-5094.00, CIP Code 12.0409:***

The curriculum involves 600 hours to satisfy California state requirements. The course includes extensive instruction and practical experience in skin, facials, hair removal, makeup application, customer service, personal appearance and hygiene, personal motivation and development, retail (Take Home) skills, guest record-keeping, business ethics, state laws and regulations, salon-type administration, and job interviewing.

**Graduates are prepared to be entry-level estheticians.*

***The esthetics program is approved as a brick & mortar program and a hybrid distance education*

This course is taught in English. Textbooks and Course Materials are only offered in the English Language.

ESTHETICS COURSE OVERVIEW

Course Hours: 600 clock hours

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

- **Pre-clinical Classroom Instruction**: The first hours are devoted to classroom workshops where students learn design principles, technical information, and professional practices.
- **Clinic Classroom Learning Experience**: The remaining hours are spent in the clinic area where practical experience is gained.
- **Distance Education Learning Experience:** Students enrolled in the program with distance education will complete a portion of their education through online learning.

ESTHETICS COURSE OUTLINE

Your time at Paul Mitchell The School San Diego for the esthetics program will be divided into four designations:

- **Core Curriculum**: The first hours are dedicated to exploring foundational knowledge and basic esthetics, facial, hair removal, and makeup procedures. You will receive individual attention in practical workshops, and you will complete monthly worksheets and periodic tests throughout the course. This is an intense and exciting portion of your experience.
- **Clinic Classroom Floor Learning Experience**: You will enter a new phase of specialty classroom workshops coupled with challenging practical services that will continue to build your skills as a future beauty industry professional.
- **Classroom Learning Experience:** During this phase of your learning, you will be introduced to guest speakers, prescriptive (Take Home) selling, motivation, self-improvement, body treatments, and emerging technologies. You will use your own technical and therapeutic abilities, coupled with the assistance of Learning Leaders, to provide service to service guests. You will make discoveries and learn relationship-building skills that will guide your success in this exciting, diverse field.
- **Creative Curriculum**: You will dress, act, and work like a true salon professional. You will use your own technical and therapeutic abilities, coupled with the assistance of Paul Mitchell The School San Diego Learning Leaders, to prepare for your future beauty industry career.

ESTHETICS COURSE SUBJECTS

The instructional program of Paul Mitchell The School San Diego meets or exceeds the state requirements. The following subjects are taught within the brick & mortar program and the hybrid programs.

Subject	State Minimum Requirements
Technical and Practical Instruction in Skin Care Includes chemical and manual facials and massaging, stimulating, exfoliating, cleansing, or beautifying the face, scalp, neck, or body by the use of hands, esthetic devices, cosmetic products, antiseptics, lotions, tonics, or creams that do not result in the ablation or destruction of the live tissue.	350
Technical and Practical Instruction in Health and Safety Includes hazardous substances, chemical safety, safety data sheets, protection from hazardous chemicals, preventing chemical injuries, health and safety laws and regulations, and preventing communicable diseases.	100
Technical Instruction and Practical Training in Disinfection and Sanitation Includes disinfection procedures to protect the health and safety of consumers as well as the technician and proper disinfection procedures for equipment used in establishments.	100
Technical Instruction and Practical Training in Hair Removal and Lash and Brow Beautification Includes tinting and perming eyelashes and brows and applying eyelashes to any person and includes removing superfluous hair from the body of any person by use of depilatories, tweezers, sugaring, nonprescription chemicals, or waxing, or by the use of devices and appliances of any kind or description, except by the use of lasers or light waves, which are commonly known as rays.	50
TOTAL HOURS OF TECHNICAL INSTRUCTION	**600**

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

Exceeds means that during the course of your training, you may complete more services than what is listed; however, no additional hours over the 1000 hours required by the Board of Barbering and Cosmetology (BBC) will be required.

Distance Education hours and assignments are graded and recorded daily. Theory chapter exams, final exams and final practical evaluations must completed in the school facility.

ESTHETICS PROGRAM TESTING AND GRADING PROCEDURE

The following tests and grading procedures are used to assess student learning and mastery of course content in the 600-hour course.

1. **Academic theory exams**: Students must receive a grade of 75% or higher on each assigned theory exam. Exams are completed at the conclusion of each online theory module. Depending on the length of the distance education module, theory exams will occur weekly or bi-monthly. The theory exams will evaluate the student's academic performance for each subject of the distance education curriculum.
2. **Midterm written and practical**: Students must receive a grade of 75% or higher on all final exams. These exams must be completed within the school facility and cannot be taken through distance education.
3. **Final written and practical**: The written exam covers an overview of all theory instruction, California state law, and other items covered on the state esthetics exam. Students must receive a grade of 75% or higher on all final exams. These exams must be completed within the school facility and cannot be taken through distance education.
4. **Clinic Practical Skill Assessments:** Future Professionals progress in practical skill assessments and theory hours will be digitally monitored on a weekly basis by the Future Professional Advisor using My Portico App. All assigned practical skill assessments must be completed in order to complete the program.
5. **Distance Education Assessments:** Students must complete a distance education written assessment and practical skill assessment. These are based on performance and must be completed on-campus each month. The distance education assessment will focus on the distance education subjects covered during that time

period. Students must receive a grade of 75% or higher on each distance education written assessment and each practical assessment. Only students enrolled in the distance education program are required to complete these assessments.

6. **Distance Education Assignments:** The institution will respond to student's submission of lessons, projects, and or evaluations the next business day.

ESTHETICS INSTRUCTIONAL TECHNIQUES AND METHODS

The 600 hour esthetics program are provided through a sequential set of learning steps which address specific tasks necessary for State Board preparation, graduation, and job entry level skill. Clinic equipment, implements and products are comparable to those used in the industry. Each student will receive instruction that relates to the performance of useful, creative, and productive career-oriented activities. The course is presented through well-developed lesson plans that reflect the latest educational methods. Subjects are presented by means of lectures, demonstration, distance education, and student participation. Audio-visual aids, guest speakers, field trips, and other related learning methods are used in the course.

In order to enroll in the hybrid program of study, the Future Professional must have the following hardware, software, and network requirements:

- Apple iPad, computer, or other mobile device
- An internet connection – broadband wired or wireless (3G or 4G/LTE). Minimum bandwidth is 600kbps (up/down) and recommended is 1.5 Mbps (up/down). Check your Internet bandwidth using Speed test.
- Pivot Point
- Google Chrome
- Zoom
- My Portico App.

ESTHETICS 2026 CLASS START DATES

Options	Dates
5-Day Full-Time School	January 6, February 12, March 24, April 29, June 8, July 16, August 25, October 1, November 9, December 16
4-Nights Part-Time School	January 26, March 16, May 4, June 22, August 10, September 28, November 16

Class will be held at Paul Mitchell The School San Diego located at 410 A Street, San Diego, CA 92101.

ESTHETICS 2027 CLASS START DATES

Options	Dates
Full-Time Day School	January 12, February 16, March 24, April 28, June 7, July 14, August 19, September 27, November 2, December 9
Part-Time Night School	January 5, February 22, April 12, May 26, July 12, August 25, October 12, November 29

ESTHETICS PROGRAM SCHEDULES

5-Day Full Time	Monday - Friday	9:00 AM to 4:30 PM	7 hrs per day	35 hrs per week
4-Nights Part Time	Monday - Thursday	5:00 PM to 10:00 PM	5 hrs per day	20 hrs per week

ESTHETICS COST OF TUITION AND SUPPLIES

Our current tuition, fees, and supply costs are detailed below.

Prospective students are encouraged to use the Net Price Calculator available on our website to receive a personalized estimate of the cost of attending Paul Mitchell The School San Diego.

Transfer students and students who are approved to re-enter their program are assessed a per clock hour rate for the remainder of their program.

TUITION –ESTHETICS (600 CLOCK HOURS) - Effective January 1, 2027	
Tuition	$12,000.00
Application Fee ***(nonrefundable)***	25.00
Registration Fee	75.00
Student Tuition Recovery Fund (STRF) ***(nonrefundable) ****	0.00
Technical Kit ***(nonrefundable)****	964.24
Textbook ***(nonrefundable) ****	379.51
Digital Kit ***(nonrefundable) ****	599.84
Technical Kit Sales tax (7.75%) ***(nonrefundable) ****	74.73
TOTAL COSTS	**$14,118.32**

Program	**Per Clock Hour Rate (Re-Entry Students Only)**
Esthetics 600 hours	$19.00

TUITION –ESTHETICS (600 CLOCK HOURS)	
Tuition	$11,000.00
Application Fee ***(nonrefundable)***	25.00
Registration Fee	75.00
Student Tuition Recovery Fund (STRF) ***(nonrefundable) ****	0.00
Technical Kit ***(nonrefundable)****	1,931.94
Textbook ***(nonrefundable) ****	379.51
Digital Kit ***(nonrefundable) ****	599.84
Technical Kit Sales tax (7.75%) ***(nonrefundable) ****	149.73
TOTAL COSTS	**$14,161.02**

Program	**Per Clock Hour Rate (Re-Entry Students Only)**
Esthetics 600 hours	$19.00

This is the estimated schedule of total charges for the entire educational program assuming you do not exceed the scheduled hours.

** Amount is refundable during the cancellation period.*

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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. The school participates in federal aid programs, Title IV and PELL. The school does not participate in state financial aid programs.

ESTHETICS TEXTBOOKS

1 Pivot Point Package ISBN: 978-1-951862-30-5 $379.51
1 Pivot Point Esthetics Study Guide
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

ESTHETICS EDUCATION KIT

The Estheics Education Kit is included in the cost of tuition, for students who pay for the full program. Transfer students are responsible to purchase the education kit at an additional cost from the published tuition.

THE MAKEUP SYSTEM APP

This app has all you need to draw and create any makeup design, including high-fashion, runway, avant-garde, photo shoot, or everyday looks. The Makeup System app is a must for all who love makeup, including new makeup artists and seasoned professionals.

Special features of the app include:

- View video tutorials on cheek, eye, and lip application.
- Build your own face chart by selecting from various face sizes, skin tones, eye shapes, and lip shapes.
- Utilize the large color palette to include pastel, neutral, bold, and shimmer shade; all colors can be layered, blended, and smudged.
- The seven makeup brushes include a thin liner, lip, fan, angled liner, blush, and two shadow brushes.
- Utilize various tools, including a pencil eraser to erase or clean unwanted lines; two different sponges for blending; and a pencil to be used as an eye, lip, or brow liner.
- A special "layer" option allows you to better "draw within the lines" in the foreground or background of the face chart.
- A zoom feature allows drawing details on the eyes, lips, or any area of the face chart.
- Create and label multiple collections of face charts that can be saved and e-mailed to others.

PLUGGED IN APP

Plugged In is an enhanced educational and resource tool, exclusive to Paul Mitchell Schools, that enables our Future Professionals to stay connected with their education inside and outside of the classroom.

Features and Access Includes:

- Paul Mitchell Schools System Apps – Future Professionals will have access to The Color System, The Cutting System, and The Makeup System apps from within the Plugged In app.
- My Profile Access – Future Professionals will have access to view and update their profile information within the Plugged In app.
- Plugged In – Future Professionals will have access to all content found on our Plugged In educational and resource website. This content includes:
- Multiple Intelligence, MASTERS, Careers, Professional Development, Mentors, Education, Giving Back, Caper, Media, Contests, Product, and The Buzz.
- Messages – Future Professionals will have the ability to view and receive individual or group messages from their school leaders.

CONNECTING TO MY FUTURE APP

Connecting to My Future is a professional development app designed to help transform yourself into your new role as a successful, confident, and knowledgeable salon, spa, or barbering professional. Having this strong foundation is key to success in the beauty and barbering industries.

This book focuses on the following:

- Essential skills — Also known as "soft skills," and include communication, empathy, mindfulness, social and emotional IQ, the Be Nice culture, being a team player, and more.
- Career services — Teaches professional career preparedness skills and provides the hiring opportunity connections for school graduates with salon, spa, and barbershop owners and managers.
- Financial literacy — This is how students gain a financial education and the confidence to properly manage and understand their money.

Each chapter of the app connects the reader with inspirational and experienced mentors, along with activities, videos, and MASTERS Podcast interviews.

Be Nice or Else iBook ISBN-13: 978-0-974-993-99-7

Skill Cards App.

The Skill Cards App is a comprehensive, digital technical reference that supports Future Professionals across all core disciplines, including cutting, color, barbering, short hair, style and texture, makeup, skin, and nails. Designed to build strong habits, reinforce practical theory, and develop confident hands-on skills, the Skill Cards provide step-by-step technical procedures, diagrams, key points, technical adaptations, formulas, product guidance, and subject-specific fundamentals in one unified system. Used in both the classroom and clinic classroom, the Skill Cards serve as a quick-reference learning tool, guided practice support, and ongoing study resource throughout a learner's education and beyond.

MAKEUP PORTFOLIO

The Makeup Portfolio is a comprehensive workbook designed for students and professionals in the makeup industry. It guides users through various makeup techniques, from foundational skills to advanced applications, while also emphasizing the importance of building a professional portfolio.

My Portico App.

My Portico App. is a student success platform purpose-built for vocational education programs. It's student-driven, mobile-first approach improves the entire student lifecycle—helping more students get from day one to graduation day. My Portico App. collects timely and accurate data from every learning environment, visualizes it into accessible dashboards, and automatically acts on it to intervene with at-risk students and celebrate student wins. Students input completed skills into My Portico App. student app. Depending on your program requirements, they can submit files including pictures, PDFs, and short videos alongside their skills. Instructors have a queue of skills that they can approve/reject with the touch of a button, or grade the skill depending on your program requirements. If skills need review by an external party like a site preceptor, you trigger competency evaluations after every skill, a set of skills, or a certain period of time.

Transfer students are responsible to purchase the education kit at an additional cost from the tuition. The cost of the education kit is $350.00

ESTHETICS CAREER SERVICES

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

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

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

GRADUATION INFORMATION

GRADUATION REQUIREMENTS

To be eligible for graduation from the school, a student must fulfill the following criteria:

- Complete the required number of program clock hours.
- Complete and submit all practical skill assignments via My Portico App. to demonstrate completion of the practical skill requirements.
- Complete all assigned written and practical exams with a passing score.

AVAILABILITY OF TRANSCRIPTS POLICY

Official Transcripts, Proof of Training, or other certified record of hours

Effective July 1, 2024, federal regulations under Title IV of the Higher Education Act (34 CFR 668.14(b)(33) and (b)(34)) govern the release of official transcripts for students who received Title IV federal student aid. An official transcript is a certified copy of the student's academic record, including clock hours earned.

California Requirement (Civil Code §§ 1788.90–1788.93 — Educational Debt Collection Practices Act):

California law imposes a different requirement than the federal rule above. Notwithstanding any outstanding balance, payment plan status, or whether a payment period received Title IV aid, the school will provide a complete official transcript, or other certified record of hours to any current or former student upon request.

California Board of Barbering and Cosmetology Proof of Training: Students who withdraw, or are terminated from enrollment and do not complete the program will not receive a "Proof of Training".

How to Request a Transcript: To request an official transcript, please contact the Financial Services Office. Processing typically takes 7–10 business days. Unofficial transcripts are available upon request.

Additional Information: This policy is subject to applicable state laws and accrediting standards. If you have any questions regarding graduation requirements, transcripts, or financial obligations please direct them to the Financial Services Office.

CERTIFICATE OF COMPLETION

A Certificate of Completion will be issued once a student has met all academic graduation requirements and settled all financial obligations to the school—either by paying in full or via a compliant payment arrangement.

Please note that the Certificate of Completion is not a requirement for graduation or for receiving an official transcript.

GRADUATES COMPLETING A PROGRAM AND RE-ENROLLING IN A NEW PROGRAM

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

MAKE-UP PROGRAM

MAKE-UP COURSE INFORMATION

MAKE-UP COURSE DESCRIPTIONS

Make-Up: Standard Occupational Classification *(SOC 39-5091.00), CIP Code 12.0406:*
The state of California does not regulate the 245 hours of education to become a makeup artist. With in the 245 hours the course will include extensive instruction and practical experience in Fundamentals, Editorial, Special Effects make up, skin care and sanitation. The program also focuses on professional development to include on set etiquette, starting a career as a union make up artist and self marketing. The course will also include customer service, personal appearance and hygiene, personal motivation and development, retail skills, client record keeping, business ethics, sanitation, salon-type administration, and job interviewing. interviewing.

**Graduates are prepared for an entry level makeup artist.*

This course is taught in English. Textbooks and Course Materials are only offered in the English Language.

**The Board of Barbering and California (BBC) does not regulate the additional 245-hour in makeup and is not eligible for Financial Aid.*

MAKE-UP OVERVIEW

Our makeup program provides a comprehensive curriculum for 245 hours in the study of Makeup Artistry. The MUSE BEAUTY Advanced Makeup Program is designed to prepare and educate each student in the fundamentals of beauty makeup. The student focus will be on application of makeup during lab work hours. Classes will include: bridal makeup, color matching, advanced color correction, contouring and highlighting, color theory and texture in makeup, blush, lip and history of lips to present trends, airbrush makeup, balancing brows, history of brows to present trends, eye shapes, contrast, eyeliner, mascara and false lash application cheek and lip work, age appropriate makeup application, basic runway makeup, full and volume lash extensions, portfolio development, and career path options. All training is based on student/artist creativity and individual style. This program has been designed for beginner, entry level makeup artist to the working professional. All students will receive a professional makeup kit including an airbrush system.

**The Board of Barbering and California (BBC) does not regulate the additional 245-hour in makeup.*

MAKE-UP COURSE SUBJECTS

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

Subject	Practical Application
Beauty Makeup You are guided to understand the foundations of makeup including Skin Preparation, Eyebrow Shaping, Eyebrow Design, Color Theory, Face Shapes, Highlighting & Contouring, and Mature Skin Types. Further, you will learn to apply proper makeup techniques as you differentiate Eye Shapes and Lip Shapes. Bridal Makeup, Airbrush Fundamentals, and Makeup Marketing and Business. You will proceed with more in depth makeup techniques. Work with Advanced Corrective Makeup, Advanced Airbrushing, Editorial Eyeliner, Smoky Eye and Bright & Bold Techniques. You will understand and create Texture in Makeup and Makeup for Black & White Photography. We prepare for mastery by studying Trends in Editorial makeup, Photo shoot Fundamentals, and Runway fundamentals. You will build your professional portfolio while learning to market yourself and become well-versed in onset makeup artist etiquette.	217
Lash Extensions You will learn lash weight and ratio, lash selection, fan-making techniques, placement and application, styling fundaments, infill procedures, perfecting transitions, lash mapping, work patterns, ideal fan-making, and corrective lashing	14
Additional Hours	14
TOTAL HOURS	**245**

**The Board of Barbering and California (BBC) does not regulate the additional 245-hour in makeup.*

MAKE-UP PROGRAM TESTING AND GRADING PROCEDURE

The following tests and grading procedures are used to assess student learning and mastery of course content in the 245-hour course.

1. **Practical Evaluations:** Students must receive a grade of 75% or higher on each weekly theory exam.
2. **Final exam**: This test covers an overview of all related makeup. Students must receive a grade of 75% or higher on all final exams.
3. **Clinic Practical Skill Assessments**: Future Professionals progress in practical skill assessments and theory hours will be digitally monitored on a weekly basis by the Future Professional Advisor using My Portico App. All assigned practical skill assessments must be completed in order to complete the program.

MAKE-UP INSTRUCTIONAL TECHNIQUES AND METHODS

The 245 hour make-up program are provided through a sequential set of learning steps which address specific tasks necessary for State Board preparation, graduation, and job entry level skill. Clinic equipment, implements and products are comparable to those used in the industry. Each student will receive instruction that relates to the performance of useful, creative, and productive career-oriented activities. The course is presented through well-developed lesson plans that reflect the latest educational methods. Subjects are presented by means of lectures, demonstration, distance education, and student participation. Audio-visual aids, guest speakers, field trips, and other related learning methods are used in the course.

MAKE-UP 2026 CLASS START DATES

Options	Dates
5-Day Full-Time School	Please see the Admissions Leader for specific start dates

MAKE-UP 2027 CLASS START DATES

Options	Dates
5-Day Full-Time School	Please see the Admissions Leader for specific start dates

MAKE-UP (245) PROGRAM SCHEDULES

Option	Days	Times	Hrs/Day	Hrs/Wk
5-Day Full Time	Tuesday - Saturday	9:00 Am to 4:30 PM	7 hrs per day	35 hrs per week

MAKE-UP (245) COST OF TUITION AND SUPPLIES

Our current tuition, fees, and supply costs are detailed below.

Prospective students are encouraged to use the Net Price Calculator available on our website to receive a personalized estimate of the cost of attending Paul Mitchell The School San Diego.

Transfer students and students who are approved to re-enter their program are assessed a per clock hour rate for the remainder of their program.

TUITION – MAKE-UP (245 CLOCK HOURS)	
Tuition	$4,400.00
Application Fee ***(nonrefundable)***	25.00
Registration Fee	75.00
Student Tuition Recovery Fund (STRF) ***(nonrefundable) ****	0.00
Technical Kit ***(nonrefundable)****	2,640.00
Sales tax ***(nonrefundable) ****	204.60
TOTAL COSTS	**$7,344.60**

This is the estimated schedule of total charges for the entire educational program assuming you do not exceed the scheduled hours.

** Amount is refundable during the cancellation period.*

The 245 hour makeup program is not eligible for Title IV funding and does not lead to licensure.

Program	Per Clock Hour Rate (Re-Entry Students Only)
Make-Up 245	$18.00

****Any used and/or opened items in the Paul Mitchell Technical Kit purchased from the school are considered unreturnable equipment. Returnable equipment must be returned within 20 days of withdrawal in their original state, no exceptions. All returned equipment will be assessed a 25% restocking fee. Unopened items from the kit can only be returned to the school if they were purchased directly from the school.***

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

Please contact the school's Financial Services 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. * A $50.00 fee will be charged for all failed payments.

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.

Per VA regulation, only mandatory fees may be billed to the VA. Students utilizing VA benefits will be responsible for arranging alternate payments for any fees not covered by VA.

At its sole discretion, the school may adjust tuition and kit fees for students that transfer from a school that has 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.

MAKE-UP (245) TEXTBOOKS AND KITS

Students will only be allowed to use Paul Mitchell technical kits and equipment while enrolled at the School. Students may purchase the Paul Mitchell Technical kit in its entirety from the School, or the individual contents may be purchased independently. Students are responsible to purchase a Paul Mitchell Technical Kit at an additional cost apart from the tuition. Please note that Students are responsible for the purchase of personal stationery supplies.

Disclaimer: If purchased independently, the items must meet the criteria listed on the School's Technical Kit List. The most recent Technical Kit list can be requested from the School. If the student needs to replace a technical kit or equipment item at any time during his or her enrollment in the school, these items may be purchased through the School or independently. Technical kit contents and/or textbooks are subject to change.

Students are advised to refrain from loaning any part of their technical kit or textbooks. The School is not responsible for items that are lost or stolen.

All education apps will work on a compatible IOS device. If a Student has access to a compatible IOS device, an iPad purchase may not be necessary.

Right to Independent Purchase of iPad, Textbooks and Technical Kit: Any Student who desires to independently purchase their iPad, textbook or technical kit from a source other than the School has the right to do so. A Student who chooses to do this should notify the School prior to signing the enrollment agreement.

Per VA regulation, only mandatory fees may be billed to the VA. The cost of our technical kit, textbooks, and iPad are not considered mandatory fees and as such cannot be charged to the VA. Students utilizing VA Benefits will be responsible for arranging alternate payments for any fees not covered by VA.

MAKE-UP CAREER SERVICES

Career opportunities for Make-Up include, but are not limited to, Makeup Artist, Educator, Salon Owner or Manager, Product Trainer, Platform Artist, and many more.

Although Paul Mitchell The School San Diego ***does not guarantee employment upon graduation***, Paul Mitchell The School San Diego does maintain an aggressive job placement program and will inform students of job openings and opportunities. Paul Mitchell The School San Diego 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 Diego has placed students in the beauty industry as Hair Stylists, Makeup Artists, Nail Technician, Beauty Industry Educator, Salon Owners, Salon Managers, Platform Artist, and Beauty Industry Instructor.

Employment and Career Opportunities for Make-up:		
• Salon Makeup Artist	• Salon or Spa Owner	• Educator or Instructor
• Free-lance Makeup Artist	• Salesperson/Retail Specialist	• Manufacturer's Representative
• Trade Publication Writer	• Cruise Ship	• Stage and Film Makeup Artist

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

GRADUATION INFORMATION

GRADUATION REQUIREMENTS

To be eligible for graduation from the school, a student must fulfill the following criteria:

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How to Request a Transcript: To request an official transcript, please contact the Financial Services Office. Processing typically takes 7–10 business days. Unofficial transcripts are available upon request.

Additional Information: This policy is subject to applicable state laws and accrediting standards. If you have any questions regarding graduation requirements, transcripts, or financial obligations please direct them to the Financial Services Office.

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

FINANCIAL INFORMATION

FINANCIAL AID

The school encourages all students to apply for financial aid. A Financial Aid Guide is also available to all prospective students to assist with understanding the eligibility criteria and application process to receive federal and institutional financial aid.

Financial aid refers to a variety of financial aid sources are available to help you pay for college or career school. It is money in the form of grants, scholarships, work-study, loans, or a benefit from completing community service or military service to help students pay for education after high school. Aid comes from various sources, with most of the aid coming from the U.S. Department of Education.

A FAFSA or Federal Application for Federal Student aid must be completed at www.studentaid.gov to apply for all federal aid. Students will need to re- apply for Aid every academic year and meet all required eligibility criteria.

ADDITIONAL INFORMATION AND DETAILS MAY BE FOUND IN THE FINANCIAL AID GUIDE PUBLISHED BY THE SCHOOL.

The school participates in the following Federal Aid Programs:

GRANTS

Federal Pell Grant This federal grant program provides need-based grants to eligible low-income students. Eligibility for a Federal Pell Grant is determined by your Expected Family Contribution from the FAFSA. You can receive the Federal Pell Grant for no more than the equivalent of 12 semesters, which includes your receipt of Federal Pell Grant from any college you have attended. Additional general information regarding the Federal Pell Grant is available at www.studentaid.gov.

Federal Supplemental Educational Opportunity Grants (SEOG) This federal grant is awarded to students who demonstrate exceptional financial need. Funding is limited for this program, and priority is given to students who qualify for a Federal Pell Grant. A FSEOG Grant does not need to be repaid.

Federal Iraq and Afghanistan Service Grant (IASG): This federal grant is awarded to students whose parents or guardian was a member of the U.S. armed forces and died as a result of performing military service in Iraq or Afghanistan after the events of 9/11. To qualify, you must be ineligible for a Pell Grant due to not demonstrating adequate financial need, and you must have been younger than 24 years old at the time of your parent's or guardian's death.

FEDERAL DIRECT LOANS

Federal Direct Subsidized Loans are loans available to eligible undergraduate students who demonstrate financial need to help cover the costs of higher education at a college or career school.

- Interest does not accrue on the Subsidized loan while you are enrolled at least half-time.
- Repayment on the loan begins 6 months after you graduate or withdraw from the school.

Federal Direct Unsubsidized Loans are available to eligible students regardless of financial need. The school determines the amount you can borrow based on your cost of attendance and other financial aid you receive.

- Interest begins to accrue on the Unsubsidized loan from the date of the first disbursement.
- You are responsible for paying the interest on a Direct Unsubsidized Loan during all periods.
- If you choose not to pay the interest while you are in school and during grace periods and deferment or forbearance periods, your interest will accrue (accumulate) and be capitalized (that is, your interest will be added to the principal amount of your loan).

Federal Direct PLUS Loans are loans, a parent of a dependent undergraduate student can borrow for up to the amount of the student's cost of attendance for their educational program less any other financial aid the student is receiving. Financial need is not required for this program. The parent (not the student) is the borrower of a Parent

PLUS Loan and therefore the parent is responsible for repaying the loan. In addition to the student completing the FAFSA and meeting the basic eligibility requirements for federal student aid, an additional application is required for a parent to borrow a Parent PLUS Loan. Repayment is required immediately following the last disbursement of a loan.

- Eligibility is not based on financial need and can be applied to cover the entire cost of attendance.
- A credit check is required. Borrowers who have an adverse credit history must meet additional requirements to qualify.
- If you are a dependent student and your parent is denied the PLUS loan because of an adverse credit history, the student may apply for an additional Direct Unsubsidized Loan.

INTEREST RATES

The interest rates are published each year and vary depending on the loan type and for is set by the first disbursement date of the loan.

DIRECT LOANS TERMS AND CONDITIONS

- A student must be enrolled at least half-time to receive a federal student loan disbursement.
- Repayment of federal student loans begins 6 months after a student cease to be enrolled at least halftime. This 6-month period is called a grace period.
- A student must complete a master promissory note and loan entrance counseling prior to receiving a Federal Direct Loan disbursement and must complete loan exit counseling once they cease to be enrolled at least half-time.
- Students and parents who borrow Federal Direct Loans will have their loan submitted to the National Student Loan Data System (NSLDS) and the information will be accessible to guaranty agencies, eligible lenders, and eligible institutions of higher education as determined by the Secretary of Education to be authorized users of NSLDS.

For more information including terms and conditions and current rates visit: https://studentaid.gov/understand-aid/types/loans/interest-rates

DEFAULTING ON THE FEDERAL DIRECT LOAN

A student is considered to be in default, if no payment is made for at least 270 days. Consequences of default include:

- The entire unpaid balance of your loan and any interest you owe becomes immediately due (this is called “acceleration”).
- You can no longer receive deferment or forbearance, and you lose eligibility for other benefits, such as the ability to choose a repayment plan.
- You lose eligibility for additional Federal Student aid.
- The default is reported to credit bureaus, damaging your credit rating and affecting your ability to buy a car or house or to get a credit card.
- Your wages, tax refunds and federal benefit payments may be withheld and applied toward repayment of your defaulted loan.

THINGS TO KNOW ABOUT FINANCIAL AID

ELIGIBILITY

All Criteria must be met to qualify for Federal aid

- Be a citizen or an eligible non-citizen of the United States
- Have a valid Social Security Number (Students from the Republic of the Marshall Islands, Federated States of Micronesia and the Republic of Palau are exempt from this requirement)

- Have a High School Diploma or a General Education Development Certificate (GED) or have completed the state requirements for homeschooling or have an equivalent or higher degree
- Be enrolled in an eligible program
- Maintain satisfactory academic progress as described in the school policy
- Not owe a refund on a Federal Student grant or be in default of a Federal Student Loan
- Demonstrate Financial need
- Use aid only for educational purposes

ESTIMATED FINANCIAL AID

The following tools and resources can be used to get an estimate of your EFC, Cost of Attendance and Estimated Financial Aid:

- Net Price Calculator Tool available at https://paulmitchell.edu/sandiego allows prospective students to enter information about themselves to find out what students like them paid to attend the institution in the previous year, after taking grants and scholarship aid into account.
- College Financing Plan is a resource tool to help you better understand your educational costs and the financial aid that is available to meet those costs. This form was created by the Department of Education (ED) and is available to help prospective students compare the cost of attendance (COA) and aid offers from multiple institutions in order to make an informed decision about where to attend school. Please contact the Financial Aid office for your personalized College Financing Plan.
- College Affordability & Transparency Center provides the Department of Education tools for comparing college costs, please visit: https://collegecost.ed.gov.

STEPS TO APPLY

A. Sign up for an FSA ID at https://studentaid.gov/fsa-id/create-account/launch. The FSA ID serves as your digital signature for the Free Application for Federal Student Aid (FAFSA) and login information for Federal Student Aid websites.
B. Complete the Free Application for Federal Student Aid (FAFSA)
C. Submit all Required Documents to the Financial Services Office
D. If you decide to apply for Federal Student Loans
    - Log on to https://studentaid.gov/
    - Complete your Direct Loan Entrance Counseling the Federal Government requires you to complete entrance counseling to ensure that you understand the responsibilities and obligations you are assuming. The goal of entrance counseling is to help you understand what it means to take out a federal student loan. During entrance counseling, you will learn about the following:
        - What a Direct Loan is and how the loan process works
        - Managing your education expenses
        - Other financial resources to consider helping pay for your education
        - Your rights and responsibilities as a borrower
            - Complete an Annual Loan Acknowledgment If this is your first time accepting a federal student loan, you are acknowledging that you understand your responsibility to repay your loan.
        - If you have existing federal student loans, you are acknowledging that you understand how much you owe and how much more you can borrow.
            - Complete Master Promissory Notes (MPN)
            - The MPN is a legally binding agreement between you and us and contains the terms and conditions of your loans.
E. Review your Financial Aid Notification
   The notification will provide a snapshot of what financial aid you are eligible to receive for the current academic year
F. Accept your Estimated Financial Aid Offer

VERIFICATION

The U.S. Department of Education may select your FAFSA for a process called verification. If your FAFSA is selected for verification, The School will need to collect additional documentation from you to verify some of the information you provided on your FAFSA. For example, The School may ask for additional information about your income, the number of people in your household, the number of people attending college in your household and identification document, or other information. You may be required to complete verification worksheets and submit tax documents for yourself and your parent(s) or spouse. The School will use the information you provide through the verification process to make any necessary corrections to the information you reported on the FAFSA.

Verification Deadline and Failure to Submit: The Financial Aid Office will not award or disburse federal financial aid until the verification process is complete. Failure to complete the verification process by the deadline may result in a student not being eligible for federal financial aid, in which case the student will need to make other arrangements to pay their educational costs.

FINANCIAL AID DISBURSEMENTS

The federal financial aid for which a student qualifies is applied to your student account. This process is referred to as financial aid disbursement. Expected disbursement schedule can be found in individual Financial Aid offer letters.

Financial Aid is disbursements are evaluated and paid at the end of every payment period, based on the student's satisfactory academic progress.

- The first payment period is the period in which the student successfully completes half the clock hours AND half the weeks of instructional time in the academic year.
- The second payment period is the period in which the student completes the academic year and weeks of instructional time in the academic year.

For any remaining portion of the program that is more than the academic year, but less than a full academic year:

- The first payment period is the period in which the student successfully completes half of the clock hours AND half of the weeks of instructional time in the remaining portion of the program; and
- The second payment period is the period of time in which the student successfully completes the remainder of the program.

CREDIT BALANCE

If your financial aid award exceeds your direct costs at the school (tuition, room and board, etc.), you will receive a Credit Balance refund.

- Refunds begin to be issued within 14 days after the disbursement date.
- All funds issued to you by Paul Mitchell The School San Diego through a federal financial aid refund must be used toward educational expenses only and using these funds in any other manner is in violation of and punishable by federal law.

IMPACT OF WITHDRAWAL OR LEAVE OF ABSENCE

Students taking a leave of absence or withdrawing from classes who are recipients of Federal Financial Aid should contact the Financial Aid office to determine the implications of that leave/withdrawal for their financial aid program. Once you withdraw, drop below half-time enrollment, or leave school, your federal student loan goes into repayment. In most cases, however, you have a six-month grace period before you are required to start making regular payments.

EXIT COUNSELING

Students who graduate, withdraw or drop below half-time enrollment must complete exit counseling. The purpose of exit counseling is to ensure that student understand their loan obligations and are prepared for repayment.

OVERPAYMENT

Any amount of unearned grant funds that you must return is called an overpayment. The maximum amount of a grant overpayment that you must repay is any grant overpayment in excess of half of the grant funds you received or were scheduled to receive. You do not have to repay a grant overpayment if the original amount of the overpayment is $50 or less. You must make arrangements with the school or the Department of Education to return the unearned grant funds. The requirements for Title IV program funds when you withdraw are separate from the school's refund policy. Therefore, you may still owe funds to the school to cover unpaid institutional charges. Your school will also charge you for any Title IV program funds that the school was required to return. The school's tuition refund policy is available in the college catalog. If you have questions regarding the Return of Title IV calculation or the school's refund policy, the Financial Services Office can assist.

ADDITIONAL INFORMATION AND DETAILS MAY BE FOUND IN THE FINANCIAL AID GUIDE PUBLISHED BY THE SCHOOL.

WITHDRAWING FROM SCHOOL

Official Withdrawal Process: If a student wishes to withdraw from school the student must notify the school either in writing or verbally. A written notification can be delivered by regular mail sent directly to the school or via email sent to the Financial Services Leader at the School at the following email address **julianac@sandiego.paulmitchell.edu** and Future Professional Advisor jordanl@sandiego.paulmitchell.edu.The date that the school is notified is the date of determination of the withdrawal and is based on the postmark date on the mailed notification, the date of the email notification or the date the student calls or notifies the school in person. A student on an approved leave of absence must notify the school as soon as possible if they will not be returning form the leave of absence. If the student fails to return or contact the School Financial Services Leader on the documented return date, then the student will be withdrawn from school with the date of determination being the documented return date.

If the Student fails to return from a leave of Absence (LOA) on the documented return date, the student will be terminated from school as of the date the student began the LOA. If the Student fails to contact the School in regards to not returning from a LOA or extending the LOA, the student will be terminated from school as of the date the student began the LOA. A Student may not take an unapproved LOA.

Official cancellation occurs when a Student is not accepted by the School, or when a Student or legal guardian cancels the Enrollment Agreement. The School also may initiate an official withdrawal for reasons which include but are not limited to the expulsion of the Student or the termination of the Student for failure to meet the applicable requirements of the School's satisfactory academic progress policy or the failure to pay tuition and other charges by the applicable deadlines.

Unofficial Withdrawal Process: An unofficial withdrawal may occur for a variety of reasons including but not limited to expulsion, failure to meet Program attendance requirements, failure to attend class in the Student's Program at the School for 14 consecutive calendar days, failure to meet applicable requirements in the school's satisfactory academic progress policies, or failure to pay tuition and other charges by the applicable deadlines.

Withdrawal Date: In both cases the Withdrawal Date (which is sometimes referred to as the last day of attendance) will be used in the Institutional Refund calculation and, if applicable, in the Federal Return of Title IV calculation.

FEDERAL RETURN OF TITLE IV FUNDS POLICY

The School participates in the Title IV federal financial aid Programs (Title IV). The Return of Title IV (R2T4) policy and formula are used by the School to determine the amount of Title IV funds that must be returned if the Student withdraws from the School. The R2T4 formula is applicable when the Student withdraws at any point during a payment period. Because the school is required to take attendance, the student's withdrawal date is their last date of attendance at an academically related activity as determined from the schools attendance records for both official and unofficial withdrawals.

The requirements for returning Title IV funds under the R2T4 formula is different from a School's institutional refund policy. The R2T4 formula determines the amount of unearned Title IV funds that must be returned when a Student withdraws. In contrast, the institutional refund policy determines how much tuition a Student owes after a Student withdraws.

So, it is possible that the R2T4 policy might result in a return of Title IV funds that previously paid for tuition and other charges at the School. In turn, the institutional refund policy might result in a Student owing funds to the School to cover unpaid institutional charges even though the Student withdrew from the School without completing the Program. The R2T4 policy is discussed below. The institutional refund policy is discussed in the previous section of the Enrollment Agreement.

R2T4 Calculation: The R2T4 formula applies if the Student received or could have received federal Title IV financial assistance during the payment period in which the Student withdrew based on applicable eligibility criteria (e.g., Pell Grants, FSEOG, Direct Subsidized Loans, Direct Unsubsidized Loans, or Direct PLUS Loans).

The percentage of Title IV aid earned is equal to the percentage of the payment period that was completed as of the Student's withdrawal date. For clock-hour Programs, a Student earns the percentage of scheduled clock hours up to the date of withdrawal divided by the number of scheduled clock hours in the payment period.

For example, if a Student completes 30% of the scheduled clock hours, the Student will earn 30% of the assistance the Student originally received or was eligible to receive. Once the Student completes over 60% of the scheduled clock hours in the payment period of enrollment, a Student has earned 100% of the FSA funds the Student received and was scheduled to receive during the period.

The amount to be returned as unearned 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.

If a student does not start or begin attendance at the school or start or begin attendance in a payment period at the School, the R2T4 formula does not apply but the school must return any Title IV funds disbursed on the student's account ledger for the applicable payment period.

Title IV Funds Returned by the School: If a Student receives (or the School or parent receive on the Student's behalf) excess Title IV funds that must be returned, the School must return all or a portion of the excess funds equal to the lesser of:

- The institutional charges multiplied by the unearned percentage of the Student's Title IV funds: or
- The entire amount of excess Title IV funds.

The School must return its share in the following order:

1. Unsubsidized Direct Loan
2. Subsidized Direct Loan
3. Direct PLUS Loan (Parent)
4. Federal Pell Grant
5. Federal SEOG

Returns must be made no later than 45 days after the date of determination of the Student's withdrawal.

Title IV Funds Returned by the Student: If the School is not required to return all of the excess Title IV funds, the Student may be required to return the remaining amount. This is determined by subtracting the amount returned by the School from the total amount of unearned Title IV funds to be returned.

For any Direct loan funds, a Student must return, the Student (or the parent in the case of PLUS Loans) will repay the Direct Loan funds in accordance with the terms and conditions of the Master Promissory Note (MPN). That is, a Student will not be required to repay any Direct Loan funds immediately, but instead, the Student will make scheduled payments to the Department of Education over a period of time.

Any amount of unearned Pell Grant funds that a Student must return is called an overpayment. The maximum amount of Pell Grant overpayment that a Student must repay is any amount of the overpayment that is greater than one-half of the Pell Grant funds the Student received or was scheduled to receive. A Student does not have to repay a

Pell Grant overpayment if the original amount of the overpayment is $50 or less. The Student must make arrangements with the School or the Department of Education to return the unearned Pell Grant funds or lose eligibility for the Title IV funds.

Within 30 days of the date of the School's determination that the Student withdrew, the School will send a notice to the Student advising the Student that they owe a Title IV overpayment as a result of the Student's withdrawal. If the Student is not able to pay the overpayment within 45 days of the date of the notice, the Student may enter into a repayment arrangement with the Department of Education. If the Student does not pay the overpayment or make a repayment arrangement, the Student will be ineligible for any further Title IV funds.

Credit Balances: If a credit balance still exists on the Student's account after the Return of Title IV calculation is completed, the credit balance will be used to pay any grant overpayment that exists based on the current withdrawal or any remaining institutional charges. Any remaining credit balance will be paid to the Student within 14 days from the date that the Return of Title IV calculation was performed.

Post Withdrawal Disbursements: If a Student did not receive all of the Title IV funds earned, a Student may be due a post-withdrawal disbursement. If the post withdrawal disbursement includes grants, the school must disburse the grant funds as soon as possible but no later than 45 days after the date of the school's determination that the student withdrew (no confirmation from the student is required). If the post withdrawal disbursement includes Direct Loan funds, the School must offer the loan funds to the student or parent (in the case of PLUS Loans) within 30 days of the date the school determined the student withdrew, allowing the student or parent at least 14 days to respond and accept or decline the funds. The school must obtain the Student's or parent's (in the case of PLUS Loans) permission before it can disburse the Direct Loan funds. A Student or parent may choose to decline some or all of the Direct Loan funds, so the Student or parent do not incur additional debt.

The School may automatically use all or a portion of a post-withdrawal disbursement of grant funds for institutional charges. The School needs to obtain permission from the Student to apply Title IV funds for other educationally related expenses. 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 created to the Student's account. Any remaining Pell funds will be released to the Student without the Student having to take any action.

"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. The school participates in federal aid programs, Title IV and PELL. The school does not participate in state financial aid programs.

1. Any monies due the student shall be refunded within 30 days of official cancellation or withdrawal. Official cancellation or withdrawal shall occur on the earlier of the dates that:
    a. A student is not accepted by the school. This student shall be entitled to a refund of all monies paid to the school except a non-refundable application fee.
    b. A student (or in the case of a student under legal age, his/her parent or guardian) cancels his/her contract and demands his/her money back in writing, through attendance of the first class session or the seventh (7) business after enrollment, 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 class session or the seventh (7) business after enrollment is entitled to a refund of all monies paid to the school less an application fee of $25.00.
    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 Diego 410 A St., San Diego, CA 92101,* or by the date said information is delivered to the school administrator/owner in person. Written cancellations need not take any particular form.
g. Monies paid for student kits are non-refundable after the cancellation period.
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 agreement and obtain a refund of charges paid through attendance of the first class or the seventh (7) business after enrollment, whichever is later. YOU MUST CANCEL IN WRITING. Students do not have the right to cancel by telephoning the school or by not coming to class.
Date which the Student can cancel the enrollment contract: _____
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 15 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 kit purchase agreement.
6. Monies paid for supplies and equipment are non-refundable after the cancellation period.
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 moneys not paid from federal student aid program funds.
12. For students who withdraw or are terminated prior to completion, an administrative fee of $100 is charged.

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 $25.00.

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 Make-up (1245 hr.) 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%
$19,975.00	$1,997.50	$4,993.75	$9,987.50	$11,985.00	$19,975.00

Below is an example of a pro rata refund for the **Cosmetology/Barbering (1200 hr.) 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%
$19,450.00	$1,945.00	$4,862.50	$9,725.00	$11,670.00	$19,450.00

Below is an example of a pro rata refund for the **Cosmetology (1000 hr.) Program**: The amount listed is the amount a school may retain based on the percentage of scheduled hours completed in the program.

Tuition amount	10%	25%	50%	60%	61%-100%
$16,300.00	$1,630.00	$4,075.00	$8,150.00	$9,780.00	$16,300.00

Below is an example of a pro rata refund for the **Barbering (1000 hr.) Program**: The amount listed is the amount a school may retain based on the percentage of scheduled hours completed in the program.

Tuition amount	10%	25%	50%	60%	61%-100%
$16,300.00	$1,630.00	$4,075.00	$8,150.00	$9,780.00	$16,300.00

Below is an example of a pro rata refund for the **Esthetics (600 hr.) 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%
$11,000.00	$1,100.00	$2,750.00	$5,500.00	$6,600.00	$11,000.00

Below is an example of a pro rata refund for the **Make-up (245 hr.) 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%
$4,400.00	$440.00	$1,100.00	$2,200.00	$2,640.00	$4,400.00

Paul Mitchell The School San Diego 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, or the seventh (7) calendar day after enrollment, whichever is later, the school will remit a refund less a registration fee, if applicable, within 30 days following your withdrawal. You are obligated to pay only for educational services rendered and for unreturned equipment.

IF THE AMOUNT YOU HAVE PAID IS MORE THAN THE AMOUNT YOU OWE FOR THE TIME YOU ATTENDED, THEN A REFUND WILL BE MADE WITHIN 30 DAYS OF WITHDRAWAL.IF THE AMOUNT YOU OWE IS MORE THAN THE AMOUNT YOU HAVE ALREADY PAID, THEN YOU WILL HAVE TO MAKE ARRANGEMENTS TO PAY IT.

REMEMBER, YOU MUST CANCEL IN WRITING. You do not have the right to cancel by telephoning the school or failing to attend classes. If you have any complaints, questions, or problems that you cannot resolve with the school, write or call the Bureau for Private Postsecondary Education 1747 N. Market Blvd., Suite 200, Sacramento, CA 95834, (916) 574-8900 or (888) 370-7589.

ONLINE/ASYNCHRONOUS COMPONENT — ACCESS, CANCELLATION, AND REFUNDS

Students shall have the right to cancel the enrollment agreement and receive a full refund before the first lesson and materials are received. Cancellation is effective on the date written notice of cancellation is sent.

For the online, asynchronous component of this program, the institution will transmit access credentials or online portal log-ins to you within seven (7) days after the School accepts the Student for enrollment.

Under 5 CCR § 71716, you have the right to cancel this agreement and receive a 100% refund (less any permitted application fee) at any time before you receive your access credentials, log into the digital course portal, or the first online lesson is transmitted to you — whichever occurs first. Cancellation is effective on the date your written cancellation notice is sent.

Once your access credentials have been transmitted to you or you have accessed the online learning system, the first lesson is considered received, and your cancellation right under this section ends. If you subsequently withdraw from the program, any refund owed will be calculated based on the "Student's Right To Cancel" - Institutional Refund Policy.

The School shall transmit all of the lessons and other materials to the Student if the Student (1) has fully paid for the educational program and (2) after having received the first lesson and materials, requests in writing that all of the material be sent. If the School transmits the balance of the material as the Student requests, the School shall remain obligated to provide the other educational services it agreed to provide, such as responses to Student inquiries, Student evaluation, and examinations, but the School shall not be obligated to pay any refund after all of the lessons and material are transmitted.

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.

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. Students are encouraged to explore federal student aid options before considering private education loans.

ELIGIBILITY OF FINANCIAL AID AFTER A DRUG CONVICTION

A student no longer faces penalties or suspension of Title IV aid due to a drug conviction that occurred while the student was enrolled and receiving Title IV aid; and while information of such conviction must still be provided, the loss of federal student aid for drug convictions no longer applies.

MAJORS, DEGREES, SECOND DEGREE, OR SUMMER TERMS

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

SCHOLARSHIPS

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

TUITION INSTALLMENT PLAN

The Tuition Installment Plan allows students and families to pay the out-of-pocket amount for the academic year in equal monthly payments. Students are responsible for any out-of-pocket payment if the financial aid is insufficient to cover the amount due on the first day of school.

Things to know:

- The length of the payment plan offered may vary depending on the length of your academic year. Payment Plan applications must be submitted for every academic year.
- The plan amount is restricted to cover just the **direct** cost, such as tuition and fees listed on the tuition fee schedule.
- Your Financial Services advisor will provide a link to the application if requested.
- Read the contract and all disclosures carefully and consult any advisor before you elect to use the Tuition Installment Plan.

The table below provides the tuition payment plan option and the Annual Percentage Rate or APR associated with the plan. **Annual percentage rate** (APR) refers to the yearly interest generated by a sum charged to borrowers. APR is expressed as a percentage representing the actual yearly cost of funds over a loan term. This includes any fees or additional costs associated with the transaction but does not take compounding into account.

PROGRAM	PROGRAM LENGTH	INTEREST RATE (APR)	APPLICATION FEE
PM Payment Plan L	3-18 Months	5%	N/A

Please Note: Students who are delinquent on payments for over 45 days, will have their installment note cancelled. Any monies due will be due to the school immediately. Students will have 15 calendar days to make suitable arrangements with the school or be terminated.

STUDENT TUITION RECOVERY FUND (STRF)

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

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

“It is important that you keep copies of your enrollment agreement, financial aid documents, receipts, or any other information that documents the amount paid to the school. Questions regarding the STRF may be directed to the Bureau for Private Postsecondary Education, 1747 N. Market Blvd., Suite 225, Sacramento, CA 95834, www.bppe.ca.gov, toll-free telephone (888) 370-7589 or by fax (916) 574-8900.

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:

- 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.
- 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.
- 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.
- The institution has been ordered to pay a refund by the Bureau but has failed to do so.
- 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.
- 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.
- 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 Diego collects the STRF fee and remits it to the BPPE.

Program Name	STRF Fee
Cosmetology Make-up (1245 hr.)	$0.00
Cosmetology (1000 hr.)	$0.00
Cosmetology/Barbering (1200 hr.)	$0.00
Barbering (1000 hrs.)	$0.00
Esthetics (600 hrs.)	$0.00
Make-up (245 hrs.)	$0.00

SCHOLARSHIPS

Paul Mitchell The School San Diego offers scholarships to support our Future Professionals. To apply, please review the scholarships criteria, send supporting documents to your Financial Service Office. the Financial Services Office will send you the official application to sign and accept awards.

Only one scholarship will be awarded per qualified applicant:

ACADEMIC ACHIEVEMENT SCHOLARSHIP

The Paul Mitchell Academic Achievement Scholarship is offered to students with a 3.00 GPA or higher on their high school transcript. *Submit a sealed, official high school transcript via physical envelope or a digital credential service (e.g., Parchment).*

CORE VALUE SCHOLARSHIP

The Core Value Scholarship is for students who have actively volunteered over 30 hours to support a community program in the calendar year preceding the student's start date. *Submit an official letter from a registered non-profit organization confirming the student's participation and confirmation of hours completed.*

SURVIVING SPOUSES AND CHILDREN OFFICERS AND FIREFIGHTERS SCHOLARSHIP

This tuition credit may be used by the children or surviving spouse of a police officer or firefighter who has been killed in the line of duty. *Appropriate supporting documentation will be required.*

OPPORTUNITY SCHOLARSHIP

The Opportunity Scholarship if offered to students who are first-generation students. A first-generation student is defined as a student whose parent's have not more than two years of education beyond high school and no post-secondary degree. *The FASFA must indicate that neither parent's education level is above high school.*

MILITARY MEMBER SURVIVING DEPENDENTS SCHOLARSHIPS

This non-cash scholarship is for the surviving dependents of a military member killed in the line of duty after 9/11/2001. *Students will need to contract the local State Department of Veterans and Military Affairs to receive proper documenation.*

Note: Students must maintain satisfactory academic progress at the end of each applicable payment period to remain eligible.

SATISFACTORY ACADEMIC PROGRESS POLICY

The Satisfactory Academic Progress Policy applies to all students regardless of whether or not they are eligible and/or apply for Title IV funding programs. Every student enrolled in a program approved by NACCAS must meet formal standards that measure their satisfactory progress toward graduation. The Satisfactory Academic Progress Policy is provided to all students prior to enrollment. The policy is consistently applied to all students, regardless if they are part time, full time or the program enrolled in. *SAP 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.

In order to comply with USDE requirements the terminology financial aid warning or financial aid probation will be used for Title IV, non-Title IV, and other federal funding students.

QUANTITATIVE AND QUALITATIVE FACTORS

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

- A minimum cumulative Theory grade level of 75% or higher.
- A minimum cumulative academic level of 75% or higher on practical skill assessments.*
- 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 75% or higher.
- A minimum cumulative attendance of 85% of their scheduled hours**

**To meet the state practical requirements for graduation, students must complete all assigned practical skills assessments. 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 75% and/or who has not successfully completed at least a cumulative rate of attendance of 85% 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.

MAXIMUM TIME FRAME

Students must complete the educational program within the maximum time frame, which is based on attending at least 85% of the scheduled hours..

COURSE	LENGTH	MAXIMUM TIME CLOCK HOURS	MAXIMUM TIME FRAME
Cosmetology Make-up (1245 hour schedule) - Full Time (35 hrs per week)	36 Weeks	1465 clock hours	49 Weeks
Cosmetology Make-up (1245 hour schedule) - Part Time (20 hrs per week)	63 Weeks	1465 clock hours	85 Weeks
Cosmetology / Barbering (1200 hour schedule) - Full Time (35 hr per week)	35 Weeks	1412 clock hours	47 Weeks
Cosmetology / Barbering (1200 hour schedule) - Part Time (20 hrs per week)	60 Weeks	1412 clock hours	82 Weeks
Cosmetology (1000 hour schedule) - Full Time (35 hrs per week)	29 Weeks	1176 clock hours	39 Weeks
Cosmetology (1000 hour schedule) - Part Time (20 hrs per week)	50 Weeks	1176 clock hours	69 Weeks

COURSE	LENGTH	MAXIMUM TIME CLOCK HOURS	MAXIMUM TIME FRAME
Barbering (1000 hour schedule) - Full Time (35 hrs per week)	29 Weeks	1176 clock hours	39 Weeks
Barbering (1000 hour schedule) - Part Time (20 hrs per week)	50 Weeks	1176 clock hours	69 Weeks
Esthetics (600 hour schedule) - Full Time (35 hrs per week)	18 Weeks	706 clock hours	24 Weeks
Esthetics (600 hour schedule) - Part Time (20 hrs per week)	30 Weeks	706 clock hours	42 Weeks
Make-up (245 hour schedule) - Full Time (35 hrs week)	7 Weeks	288 clock hours	9 Weeks

The maximum time frame calculation includes school published closures. Transfer students who need less than full course requirements, the maximum time frame will be determined based on 117.65% 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 may be terminated from the program. Students who exceed the maximum time frame may be permitted to continue enrollment, and be charged tuition fees accordingly, 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.

TEMPORARY INTERRUPTIONS AND WITHDRAWALS

A student who needs more time away than is allotted in the enrollment agreement, or who will be absent for more than fourteen (14) consecutive calendar says, must request a leave of absence (LOA) or withdraw and re-enroll when ready to return. A student who will be absent for more than fourteen (14) consecutive calendar days because of pregnancy or new motherhood, military duty, or a documented medical emergency should request an LOA rather than withdraw. The request must be submitted in writing, signed and dated by the student, on the school's LOA Request Form, and must state the reason for the leave and the expected date of return. Where possible, the request should be submitted before the leave begins.

Students who withdraw prior to completing the course of study and who wishes to reenter will reenter at the same progress status as applicable at the time of withdrawal.

INCOMPLETES, REPETITIONS, AND NON-CREDIT REMEDIAL COURSES

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

EVALUATION PROCEDURES AND REQUIRED LEVEL OF ACHIEVEMENT

The Following programs receive Satisfactory Progress Evaluations in both attendance and academics.

PROGRAMS	
Cosmetology Make-Up 1245 Clock Hours	Cosmetology Make-Up Hybrid Distance Education 1245 Clock Hours
Cosmetology 1000 Clock Hours	Cosmetology Hybrid Distance Education 1000 Clock Hours
Barbering 1000 Clock Hours	Barbering Hybrid Distance Education 1000 Clock Hours
Esthetics 600 Clock Hours	Esthetics Hybrid Distance Education 600 Clock Hours
Cosmetology / Barbering 1200 Clock Hours	Make-Up 245 Clock Hours

Formal Satisfactory Progress Evaluations will occur when students reach the following actual hours and academic weeks:

Program	1st Evaluation Period Ends	2nd Evaluation Period Ends	3rd Evaluation Period Ends
Cosmetology Make-up (1245 hr.)	450 actual hours and 13 weeks	900 actual hours and 26 weeks	N/A
Cosmetology / Barbering (1200 hr.)	450 actual hours and 13 weeks	900 actual hours and 26 weeks	N/A
Cosmetology (1000 hr.)	450 actual hours and 13 weeks	900 actual hours and 26 weeks	N/A
Barbering (1000 hr.)	450 actual hours and 13 weeks	900 actual hours and 26 weeks	N/A
Esthetics (600 hr.)	300 actual hours and 9 weeks	N/A	N/A
Make-up (245 hours)	122 actual hours and 4 weeks	N/A	N/A

The first evaluation will occur no later than the midpoint of the academic year. The SAP evaluations are completed within seven (7) school business days of the student reaching the evaluation points.

At the end of each evaluation period, the school will determine if the students has maintained at least 85% cumulative attendance since the beginning of the course which indicates that, given the same attendance rate, the student will graduate within the maximum of 117.65% time frame allowed.

1. Examinations are given in all subjects
2. If a student receives an Unsatisfactory Academic Progress Evaluation, it will be 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 students eligibility for Financial Aid. The student may request to review their Satisfactory Academic Progress Evaluation from the Financial Services Leader or Future Professional Advisor

The following grading scale is used for academic:

A = 90 – 100% B = 80 – 89% C = 75 – 79% Failing = Below 75%

Practical and clinical work is graded by a signature or instructor verification within the student's practical clinic tracking system or guest ticket. A signature or instructor verification represents a passing grade which means all elements of the practical grading criteria were met. No signature or verification 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 instructor approval. Students must complete all practical skills and monthly practical requirements through the school's approved tracking system. A student will be graded based on the progress achieved on the completion of required practical applications and services documented within the practical tracking system . Students must make up failed or missed tests and incomplete assignments.

The student's attendance will be evaluated at Institutional Attendance checkpoints at the completion of each calendar month. A student who is not maintaining at least a 85% attendance will be placed on Institutional Attendance Warning status until the next Institutional Attendance checkpoint.

The student will be advised in writing on the actions required to attain Institutional Attendance by the next evaluation. If at the end of the Institutional Attendance warning period, the student has still not met attendance requirements, he/she may be dropped from the program with the right to appeal.

An academic year consists of 900 clock hours /26 academic weeks.

TRANSFER HOURS

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

DETERMINATION OF PROGRESS STATUS

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

WARNING

Students failing to meet minimum requirements for attendance and/or academic progress will be placed on Financial Aid Warning and will be considered to be making satisfactory academic progress during the warning period 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, the student may be placed on probation and, if applicable, the student may be deemed ineligible to receive Title IV funds, *if applicable.*

RE-ESTABLISHMENT OF SATISFACTORY ACADEMIC PROGRESS

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

PROBATION

Students who fail to meet the minimum requirements for satisfactory academic progress in attendance and academic progress after the Financial Aid Warning period, the student will be placed on probation, if the student appeals the decision, prior to being placed on probation and prevails upon appeal, the student will be considered to be making satisfactory academic progress during the probationary period.

Additionally, only students who have the ability to meet satisfactory academic progress policy standards by the end of the evaluation period may be placed on probation. Students placed on an academic plan must be able to meet requirements set forth in the academic plan by the end of the next evaluation period or the institution develops an academic plan for the student that, if followed, will ensure that the student is able to meet the institution's satisfactory academic progress requirements by a specific point within the maximum time frame established for the individual student.

Students who are progressing according to their specific academic plan will be considered making satisfactory academic progress. The student will be advised in writing of the actions required to attain satisfactory academic progress by the next evaluation. If at the end of the probationary period, the student has still not met both the attendance and academic requirements required for satisfactory academic progress or set forth by the academic plan, the student will be determined as NOT making satisfactory academic progress, and if applicable, the student will not be deemed eligible to receive Title IV funds.

APPEAL PROCEDURE

A student may appeal the Financial Aid ineligible decision if the student has a reason for not making satisfactory progress and if the student 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 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.

STUDENT CONSUMER INFORMATION

STUDENT RIGHT OF ACCESS AND RECORD RETENTION POLICY

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

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

Students and parents / guardians of dependent minors are guaranteed access to their school records, with a staff member present, within 30 days from the date of the request.

GENERAL RELEASE OF INFORMATION

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

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

FERPA DISCLOSURES TO PARENTS

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

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

A school may disclose information from a student's education records to parents in the case of a health or safety emergency that involves the student, without needing the student's consent.

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

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

RELEASE OF INFORMATION TO REGULATORY AGENCIES

Disclosures may be made to authorized representatives of the U.S. Department of Education for audit, evaluation, and enforcement purposes. "Authorized representatives" include employees of the Department, such as employees of the Office of Federal Student Aid, the Office of Postsecondary Education, the Office for Civil Rights, and the National Center for Education Statistics, as well as firms under contract to the Department to perform certain administrative functions or studies.

In addition, disclosure may be made if it is in connection with financial aid that the student has received or applied for. Such a disclosure may only be made if the student's information is needed to determine the amount of the aid, the conditions for the aid, or the student's eligibility for the aid, or to enforce the terms or conditions of the aid.

Paul Mitchell The School San Diego provides and permits access to student and other school records as required for any accreditation process initiated by the school or by the National Accrediting Commission of Career Arts and Sciences (NACCAS), or in response to a directive of said Commission.

DISCLOSURES IN RESPONSE TO SUBPOENAS OR COURT ORDERS

FERPA permits schools to disclose education records, without the student's consent, to comply with a lawfully issued subpoena or court order.

In most cases, the school must make a reasonable effort to notify the student who is the subject of the subpoena or court order before complying, so the student may seek protective action. However, the school does not have to notify the student if the court or issuing agency has prohibited such disclosure.

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

DISCLOSURES FOR OTHER REASONS

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

DIRECTORY INFORMATION

Paul Mitchell The School San Diego does not publish "directory information" on any student.

RECORD MAINTENANCE

All requests for releases of information are maintained in the student's file as long as the educational records themselves are kept. Student records are maintained for a minimum of six (6) years for withdrawal students; transcripts of graduates are kept indefinitely. *The student may contract the schools Financial Aid Leader or Director for copies of their educational and financial records.*

AMENDMENT TO STUDENT RECORDS

Students have the right to seek an amendment to their school records. To seek an amendment, students must meet with the school director and bring any supporting documentation to show that the record is incorrect.

A parent or eligible student may file a written complaint with the Family Policy Compliance Office regarding an alleged violation under the Family Educational Rights and Privacy Act. The Office's address is: Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, SW., Washington, DC 20202.

PERFORMANCE STATISTICS

Paul Mitchell The School San Diego is an additional location of Paul Mitchell The School Costa Mesa and both are and both are accredited by the National Accrediting Commission of Career Arts and Sciences (NACCAS) and recognized by the U.S. Department of Education. NACCAS requires schools to list the outcome rates for the main campus, all additional campuses as a whole.

NACCAS – THE COMBINED LOCATIONS PERFORMANCE STATISTICS FOR THE CALENDAR YEAR 2024:		
Graduation	**Placement**	**Licensure**
78.20%	74.71%	93.94%

NACCAS – SAN DIEGO PERFORMANCE STATISTICS FOR THE CALENDAR YEAR 2024:		
Graduation	**Placement**	**Licensure**
85.12%	65.96%	84.52%

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

2021 - 22 Graduation
63%

Paul Mitchell the School San Diego 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.

REGULATORY AND ACCREDITATION AGENCIES

The following institutions license and regulate our institution:

Bureau for Private Postsecondary Education (BPPE)
2535 Capitol Oaks Drive, Suite 400
Sacramento, CA 95833
(916) 431-6959
Toll-free: (888) 370-7589

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

National Accrediting Commission of Career Arts & Sciences (NACCAS)
3015 Colvin Street
Alexandria, VA 22314
(703) 600-7600

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

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 Services Office, or a copy may be reviewed on the school website; https://paulmitchell.edu/sandiego.

STUDENT DIVERSITY INFORMATION

Paul Mitchell The School San Diego regularly reports Student Diversity information to the Integrated Postsecondary

Education Data System (IPEDS). Follow these steps to access this information:

- Go to the IPEDS College Navigator. http://nces.ed.gov/collegenavigator/
- In the “Name of School” box type Paul Mitchell The School San Diego
- Click on the Paul Mitchell The School San Diego link that appears.
- For gender and race/ethnicity data, click on the Enrollments link to expand the section.
- For information about Pell Grant recipients, expand the Financial Aid link.

BUREAU FOR PRIVATE POSTSECONDARY EDUCATION RATES

Paul Mitchell The School San Diego Cosmetology Make-up (1245) performance statistics for the calendar year 2023:

On-Time Completion	150% Completion	Placement	Licensure
10.5%	89.5%	52.6%	100%

Paul Mitchell The School San Diego Cosmetology / Barbering (1200) performance statistics for the calendar year 2023:

On-Time Completion	150% Completion	Placement	Licensure
3.7%	96.3%	53.7%	100%

Paul Mitchell The School San Diego Cosmetology (1000) performance statistics for the calendar year 2023:

On-Time Completion	150% Completion	Placement	Licensure
9.4%	90.6%	58.7%	100%

Paul Mitchell The School San Diego Barbering (1000) performance statistics for the calendar year 2023:

On-Time Completion	150% Completion	Placement	Licensure
0%	100%	75%	100%

Paul Mitchell The School San Diego Esthetics (600) performance statistics for the calendar year 2023:

On-Time Completion	150% Completion	Placement	Licensure
21.3%	100%	37.2%	100%

Paul Mitchell The School San Diego Make-Up (245) performance statistics for the calendar year 2023:

On-Time Completion	150% Completion	Placement	Licensure
0%	0%	0%	0%

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.

SCHOOL STANDARDS & POLICIES

POLICY AND PROCEDURES FOR FUTURE PROFESSIONALS WITH DISABILITIES

1. POLICY STATEMENT

Paul Mitchell The School San Diego ("The School") is committed to complying with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act – Federal laws that prohibit discrimination on the basis of disability. The School does not discriminate against future professionals with disabilities in regard to application, acceptance, grading, advancement, training, discipline, graduation, or any other aspect related to a future professional's participation in a program of The School. This policy applies to all future professionals and applicants for admission to The School. The School will provide reasonable accommodations to future professionals with disabilities.

2. DEFINITIONS

Accommodation means a modification or adjustment to the education environment that will enable a qualified applicant or future professional with a disability to participate in The School's education program. Accommodation also includes adjustments to assure that a future professional with a disability has rights and privileges in education equal to those of future professionals without disabilities.

ADA/504 Compliance Coordinator means the official of The School responsible for determining and coordinating reasonable accommodation, modification, and/or auxiliary aids and services for prospective, admitted, or enrolled future professionals.

Auxiliary Aids and Services means accommodations that enable effective communication in the educational setting. Auxiliary aids and services may include interpreters, notetakers, ergonomic aids, or enlarged text and real-time closed captioning.

Future Professional means any individual who has accepted an offer of admission, or who is registered or enrolled in coursework, and who maintains an ongoing educational relationship with The School.

Individual with a Disability means a person with a physical or mental impairment that substantially limits a major life activity; has a record of such impairment; or is regarded as having such an impairment. The determination of whether a future professional has a physical or mental impairment that substantially limits a major life activity will be made on a case-by-case basis.

Qualified Future Professional with a Disability means a future professional with a disability who meets the academic and technical standards required for admission and participation in educational program(s) and activities and who has been approved by The School for reasonable accommodations.

3. PROCEDURES AND RESPONSIBILITIES

The School will provide reasonable academic adjustments, auxiliary aids and services, and accommodations to applicants for admission and qualified future professionals with disabilities to ensure applicants and future professionals are not denied the benefits of, or excluded from participation in, The School's educational program. The School will make necessary modifications to academic requirements to ensure that academic requirements do not discriminate against qualified future professionals with disabilities. The School will also ensure that future professionals with disabilities have physical access to The School and use of service animals.

The School employee responsible for implementing these procedures is:

Kristen Psaradelis
ADA/504 Compliance Coordinator
410 A Street, San Diego, CA 92101
(619) 398-1590 kristenp@sandiego.paulmitchell.edu

When a future professional informs a staff member that the future professional has a disability, or needs accommodations or assistance due to a disability, the staff member will refer the future professional to The School's ADA/504 Compliance Coordinator. Learning Leaders should not honor requests for accommodations that have not been approved by the ADA/504 Compliance Coordinator ("the Coordinator").

FUTURE PROFESSIONAL ELIGIBILITY FOR ACCOMMODATION

Applicants for admission and qualified future professionals with disabilities who wish to request reasonable accommodations (including campus tours, orientation, academic adjustments, auxiliary aids and services, or modifications) must contact the Coordinator and complete the Disability Verification Form. Future professionals must provide documentation of their disability from an appropriate professional, which depends on the nature of the disability. For example, a future professional with a psychological disability should provide documentation from a psychologist, psychiatrist, or social worker. The documentation submitted must reflect a date within the past twelve months; if the documentation is older than twelve months, the future professional must provide current documentation to continue their request for accommodations.

The Coordinator has the discretion to determine the type of documentation necessary to establish the present level of the future professional's disability and its impact on the future professional's needs in the education setting. Any costs related to the initial documentation will be the responsibility of the future professional.

All documentation related to an accommodation request, including medical documentation, is treated as confidential, and maintained by the Coordinator in accordance with the Records Retention Policy. Access to these files will be limited to those individuals who need to be informed regarding necessary accommodations or other services.

INTERACTIVE PROCESS TO REQUEST ACCOMMODATIONS

Future professionals who plan to request accommodations should contact the Coordinator promptly to ensure adequate time for the Coordinator to review the future professional's documentation before the future professional begins the class or program for which the accommodation is requested. The Coordinator will keep a record of the dates and contacts with the future professional, including a record of the accommodation(s) requested by the future professional. Future professionals who have questions about the type of documentation they need to provide should contact the Coordinator to discuss acceptable documentation.

The Coordinator will schedule a meeting with the future professional to discuss their request for accommodation(s). The future professional and the Coordinator will discuss how the future professional's disability impacts them, how the future professional expects the disability to impact the them in The School's program, the type of accommodation(s) the future professional has previously received (if any), and the accommodation(s) being requested. The Coordinator and the future professional will discuss which accommodations are needed during all phases of their educational program (Core, Adaptive, and Creative), and for classroom instruction, skills-based instruction, and skills practice.

To qualify, the documentation must show the nature of the future professional's disability and how it limits a major life activity. The accommodation(s) requested by the future professional should be related to these limitations. There are no pre-set accommodations for specific disabilities. Instead, the Coordinator and the future professional will discuss and determine what the future professional's limitations are, and how they can be accommodated.

EXAMPLES OF ACCOMMODATIONS

- A future professional with an orthopedic disability may need a cushioned floor mat, scheduled time to sit, or a particular type of chair.
- A future professional with a learning disability may need extended time to take tests in a location that has reduced distractions, like an office instead of a classroom.

- A future professional with a learning or psychological disability may need a note taker, a copy of the Learning Leader's notes or presentation, or use of a recording device during instruction.
- A future professional with a hearing impairment may need Learning Leaders to use voice amplification systems or may need The School to provide a sign language interpreter.

DETERMINATION AND NOTIFICATION REGARDING ELIGIBILITY

The Coordinator will determine the accommodation(s) to be provided to the future professional. The Coordinator will consider past accommodations that have been effective for the future professional and will give primary consideration to the type of accommodation requested by the future professional. Alternate accommodations may be provided if they are equally effective for the future professional.

The Coordinator will determine appropriate accommodations typically no later than ten (10) business days after the future professional submits their request for accommodations and relevant documentation. If the future professional does not submit appropriate documentation at the time the future professional requests an accommodation, the Coordinator will determine appropriate accommodations no later than ten (10) business days after the future professional provides appropriate documentation.

The Coordinator will provide the future professional with written notice regarding the determination and any approved accommodation(s) and/or auxiliary aids/services. The Coordinator will communicate the future professional's accommodation(s) to the appropriate Learning Leader(s) and staff. Notification to Learning Leaders and staff will specify which accommodation(s) they are responsible for providing, to whom they will be provided, how to provide the accommodation(s), and when to provide the accommodation(s).

The Coordinator will maintain written records of the interactive process and notifications of eligibility. The Coordinator will verify and ensure that all approved accommodation(s) are implemented. If the future professional informs the Coordinator that an accommodation is not being fully implemented, the Coordinator will immediately intervene to ensure the accommodation is provided to the future professional.

Future professionals with approved accommodations will have a follow-up meeting with the Coordinator if the future professional's program is expected to change. The purpose of the meeting is to determine whether the future professional's accommodation(s) should be altered when the future professional's program phase changes, or the type of instruction changes.

LIMITATIONS

- The School is not required to make adjustments or provide aids or services that would result in an undue burden on The School. In this case, the Coordinator will promptly search for an equally effective alternate accommodation for the future professional that would not unduly burden the program. The Coordinator will offer the alternate accommodation to the future professional.
- The School is not required to alter or modify a course or academic program to the extent that it changes the fundamental nature of the course or program. When the Coordinator determines that a requested accommodation might fundamentally alter or modify a course or academic program, the Coordinator will promptly search for an equally effective alternate accommodation for the future professional and offer the alternate accommodation to the future professional.
- Decisions regarding accommodation or auxiliary aids and services may require consultation with The School's Learning Leaders and/or staff to consider the fundamental nature of a course or academic program or whether the accommodation would impose an undue burden on The School.
- Accommodations are not retroactive.

4. TRAINING AND POLICY DISSEMINATION

The Coordinator will deliver training sessions for all School 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 amended) as they apply to The School. The Coordinator will provide information regarding:

- The School's responsibility to provide accommodations to future professionals with disabilities and to not penalize future professionals for using approved accommodations.
- How to appropriately interact with future professionals with disabilities.
- How to implement approved accommodations.
- How to support qualified future professionals with disabilities in The School's programs.

The Coordinator will maintain record of each training session. The Coordinator may also provide training for future professionals who wish to learn about The School's process for requesting accommodations or The School's grievance procedures.

The Coordinator will publish this policy and procedures on its website and in each handbook or catalog provided to applicants for admission, future professionals, and employees.

5. GRIEVANCE PROCEDURE

The School is committed to working with future professionals with disabilities to resolve disagreements regarding the need for and/or implementation of accommodations. A future professional requesting an accommodation and/or use of auxiliary aids and/or services may file a complaint in accordance with the procedures detailed below.

1. Informal Resolution: The Coordinator will assist future professionals with disabilities who have concerns about implementation of their accommodations or their treatment by School staff members or other future professionals. At the request of a future professional, the Coordinator will informally mediate or attempt to resolve issues related to the future professional's disability. If this informal process does not resolve the future professional's concerns, the future professional may request a formal resolution or a file a formal complaint.
2. Formal Resolution: A future professional may request a formal resolution with the Director of The School.
    - To dispute the Coordinator's decision to deny a request for accommodation.
    - To dispute the Coordinator's decision to provide an alternate accommodation rather than the specific accommodation requested.
    - To dispute the Coordinator's determination that the future professional has not presented sufficient documentation to support the requested accommodation.
    - To resolve concerns that the Coordinator failed to effectively address concerns that a School staff member failed to provide an approved accommodation.

      The Director will review all materials submitted by the Coordinator and will interview, as necessary under the circumstances, the future professional, the Coordinator, involved School staff, and other individuals who are relevant to the issue. The Director will render a decision in writing to the future professional.
3. Formal Complaint: if a future professional is not satisfied with the decision reached through formal or informal resolution, a formal complaint may be filed with the Title IX Coordinator. A future professional is not required to exhaust informal and formal resolution methods before filing a formal complaint. For more information see the Protected Class Non-Discrimination Policy and Procedures.

6. INELIGIBILITY

The ADA applies to qualified future professionals with a disability as defined in section 2. Future professionals who do not meet the qualification criteria are not entitled to reasonable accommodation(s). The Coordinator will not issue any communications or directives to Learning Leaders or School staff for future professionals who have not completed the interactive process and been approved for accommodations.

Future professionals who are not eligible for accommodations but still have an issue affecting their academic performance (including temporary illness) may seek assistance from the Future Professional Advisor who will respond to requests in accordance with established School policies.

Learning Leaders are not to provide accommodations to future professionals without the prior approval of the Coordinator.

This policy and procedures are effective July 21, 2022.

SOCIAL NETWORKING POLICY

Paul Mitchell The School San Diego respects the rights of students to use social media during their personal time. Social media includes all forms of publicly accessible communications which include, but are not limited to, written and verbal communications (including podcast and video uploads) and all forms of electronic communication including discussion groups, forums, news groups, e-mail distribution, blog postings, and or social networking sites (such as Facebook, 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, harassment or engaging in conduct that would be unbecoming of a Paul Mitchell Future Professional and misrepresent Paul Mitchell culture. Paul Mitchell The School reserves the right to request the removal of any posts at its discretion and take necessary disciplinary action as appropriate.

ALCOHOL AND DRUG-FREE EDUCATIONAL FACILITY POLICY

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

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

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

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

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

ANTI-BULLYING POLICY

1. Purpose: Paul Mitchell The School San Diego ("School") is committed to maintaining a working and learning environment that provides for a safe and inclusive environment that is free from bullying, harassment, and intimidation.
2. Scope: This policy applies to anyone who engages in bullying, harassment, and intimidation on School property, at School activities, or through electronic communication (via cell phones, computers, or other electronic devices) using School resources, including School-provided internet or online learning platforms. As described below in Item 8, conduct that is prohibited by federal law is addressed by the School's Anti-Discrimination, Harassment, and Retaliation Policy.

3. Definitions:
    - Bullying, Harassment, and Intimidation: Any severe or pervasive physical, written, or verbal act or conduct (including electronic communications) by one individual or a group of individuals that has or can reasonably be predicted to have the effect of one or more of the following:
        - Causing a reasonable person to feel scared or fear harm to themselves or their property;
        - Causing a reasonable person to experience a detrimental effect on their physical or mental health;
        - Causing a reasonable person to experience interference with their academic performance; or
        - Causing a reasonable person to experience interference with their ability to participate in or benefit from the services, activities, or privileges provided by the School.
    - Retaliation: An adverse action taken by threatening, intimidating, coercing, harassing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by law or policy or because the individual has made a report, complaint, testified, assisted, participated, or refused to participate in a manner in an investigation, proceeding, or hearing under this policy.
4. Prohibited Conduct:
    - Students and staff may not engage in behavior that constitutes bullying, harassment, and intimidation as defined in this policy. Such behavior includes, but is not limited, to direct physical contact like hitting or shoving, damaging or destroying a person's work product or personal property, verbal or written attacks like name calling or teasing, social isolation or manipulation, and cyberbullying.
    - Students and staff may not engage in retaliation against an individual for reporting behavior that may violate this policy or participating in an investigation pursuant to this policy.
5. Investigation: Allegations of any policy violation will be investigated and handled appropriately based upon the findings. The Director or a designee will review the reported behavior and speak to the necessary individuals and collect the necessary information to determine if it is more likely than not (greater than a 50% chance) that the prohibited behavior occurred. In certain circumstances, it will be possible to address the behavior informally.
   An informal response may include coaching, mediation, or other informal resolution options.
   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. The School may also provide supportive measures to the reporting party to address the effects of the bullying, harassment, and intimidation.
6. Sanctioning: If an individual or group of individuals has been determined based on a preponderance of the evidence standard to have engaged in behavior that violates this policy, the responsible individual(s) may be subject to disciplinary action up to and including termination. It is important to note that termination may not result from every report or finding of behavior that violates this policy. An individual may also have their access to School property restricted. The School will also determine if it is appropriate to provide supportive measures to the reporting party. In certain circumstances the School may not have the ability to sanction the responsible party (i.e., third-parties, former students and staff), but could still provide supportive measures to the reporting party. If warranted, the School will report any criminal activity to the appropriate law enforcement agency.
7. Reporting: The School expects students and/or staff to immediately report incidents of bullying, harassment, and intimidation to the Director. Staff who witness or become aware of such acts should take immediate steps to intervene when it is safe to do so. Each report of bullying will be promptly investigated. Employees who fail to take prompt action to report allegations or violation(s) of this policy may be subject to disciplinary action up to and including termination.
8. Related Policies: Any conduct that is based on a protected class status (race, color, national origin, sex, disability, etc.) is covered by the Protected Class Non-Discrimination Policy and Procedures. However, to the extent that the conduct does not rise to the level of conduct covered by the Protected Class Non-Discrimination Policy and Procedures, this policy will apply.
9. Privacy: The School will respect the privacy of the reporting party and the individual(s) against whom the complaint is filed to the extent 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. The School will also respect, to the extent possible, requests for confidentiality made by the reporting party.

10. Resources:
    For a list of state anti-bullying laws and policies please go to: www.stopbullying.gov
    For a list of federal anti-discrimination laws and policies protecting employees, please go to: https://www.ftc.gov/site-information/no-fear-act/protections-against-discrimination
    For a list of federal anti-discrimination laws and policies protecting students, please go to: https://www.justice.gov/crt/types-educational-opportunities-discrimination

COPYRIGHT INFRINGEMENT POLICY

This policy applies to those who use Paul Mitchell The School San Diego 's network or equipment to share files, including, the school's faculty, staff, students, guests, external individuals, and organizations accessing network services via the school's networking or computer facilities.

This copyright policy also includes the use of streaming services within the school network such as Netflix, Hulu, YouTube, Spotify, Pandora, or any other similar services.

Copyright is legal protection of intellectual property, in whatever medium, that is provided for by the laws of the United States to the owners of copyright. Types of works that are covered by copyright law include, but are not limited, to literary, dramatic, musical, artistic, pictorial, graphic, film, and multi-media works. This protection extends to software, digital works, and unpublished works and it covers all forms of a work, including its digital transmission and subsequent use.

This is in accord with the Digital Millennium Copyright Act (DMCA), which provides educational institutions with some protections if individual members of the community violate the law. For the school to maintain this protection, it must expeditiously take down or otherwise block access to infringing material whenever it is brought to the attention of the organization. If the school receives an allegation of copyright infringement based on your use of the school's networking or computers, the matter will be referred to the school director for further investigation.

The following are some examples of copyright infringement that may be found in a school setting:

- Downloading, using, or sharing files of music, videos, and games without proper documented permission of the copyright owner.
- Using corporate logos without permission.
- Placing an electronic copy of a standardized test on a department's website without permission of the copyright owner.
- Enhancing a departmental website with music that is downloaded or artwork that is scanned from a book, all without attribution or proper documented permission of the copyright owners.
- Scanning, taking a picture of, or digitally posting any photograph/image and using it without the proper documented permission or attribution.
- Placing a number of full-text articles on a course webpage that is not password protected and allowing the web page to be accessible to anyone who can access the Internet.
- Downloading licensed software from non-authorized sites without the permission of the copyright or license holder.
- Making a movie file or a large segment of a movie available on a website without proper documented permission of the copyright owner.
- Torrenting or other peer to peer communication on the network.
- Streaming personal music from non-commercial platforms such as Spotify, Pandora, YouTube Music or Apple Music.

- Streaming personal TV/Movies from streaming platforms such as Netflix, Hulu, YouTube TV, Disney Plus or similar platform is a violation of Copyright Law, as the agreement made is not between the Streaming Service and the School, but the Streaming Service and the individual.
- Sharing, taking a picture of, digitally posting, downloading, or distributing the proprietary curriculum, educational systems, and supporting digital or printed assets and tools (apps and printed materials such as books or guides) created and owned by Paul Mitchell Advanced Education.

The Digital Millennium Copyright Act requires that all infringement claims must be made in writing and sent to copyright@paulmitchell.edu. For Paul Mitchell The School San Diego to act on your notice, you must be authorized to enforce the copyrights that you allege have been infringed. When informing the School of an alleged copyright infringement, you must include the following information:

- A physical or electronic signature of the copyright owner or the person authorized to act on its behalf.
- A description of the copyrighted work claimed to have been infringed.
- A description of the infringing material and information reasonably sufficient to permit us to locate the material.
- Your contact information, including your address, telephone number, and email.
- A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and, under the pains and penalties of perjury, that you are authorized to act on behalf of the copyright owner.

Please note, the School may not be able to act on your complaint promptly or at all if you do not provide this information.

Upon notification or due to detection, the School will take all necessary actions, including, but not limited to, temporary disconnection from internet access, to stop illegal sharing of copyrighted material on its network or computing devices by identified users.

Corrective actions can range from a written reprimand to termination from the School in the case of a student, or termination from employment in the case of an employee, depending on the nature and severity of the charges.

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.

GRIEVANCE PROCEDURE

This Grievance Procedure will be used to process a written grievance or complaint concerning any other grievance, not covered by the above Protected Class Non-Discrimination Policy and Procedures and Anti Bullying Policies that a Future Professional feels have been left unresolved against a Future Professional, 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 Future Professionals for complaints filed on their behalf against employees, other Future Professionals, or third parties. This process will be used to investigate reports under

the Anti-Hazing Policy. For the Anti-Hazing Policy specifically, the School may initiate the process without a Future Professional grievance if may also be used by the School independently. A copy of the Grievance form may be obtained from the School's Director.

In order to facilitate the investigation, the complaint must 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 two (2) business days from the date of the alleged incident to allow 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 to designate another individual to follow this process.

The time necessary to conduct an investigation will vary based on the complexity of the allegation(s) but will generally be completed within fourteen (14) days of receipt of the complaint. If a Grieving Party requests confidentiality, the school will take all reasonable steps to investigate and respond to the Grievance consistent with the request. If a complainant insists that his or her name or other identifiable information not be disclosed to the party alleged to have engaged in the behavior, the school will inform the Grieving Party that its ability to respond may be limited. In circumstances involving Hazing, the School may be required to take action that discloses identifiable information based on the reported information.

The Director will begin the process outlined in this policy below.

Handling 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. The individual completes the Future Professional Grievance Form and returns it to the School Director.
2. The Director or designee will determine if the Grievance has merit and is appropriately filed under this policy. If another policy is implicated, the Director or designee may transfer the Grievance to the appropriate resolution process. The Director or designee may also transfer matters filed under other procedures to this Grievance Procedure if appropriate.
3. Upon determination that the Grievance has merit and is appropriately filed, the Director or designee will conduct an initial inquiry into the facts surrounding the Grievance. After that initial inquiry, the Grievance may be dismissed for lack of merit, resolved through an Amicable Conclusion , or through an Investigation as outlined below. The Director or designee will consult with the person(s) filing the Grievance and consider their wishes in choosing the mechanism(s) for handling the Grievance. The decision for addressing a Grievance(informal or investigation) is at the discretion of the Director and is not appealable.
4. Amicable Conclusion: the Director or designee will work to identify a resolution acceptable to the School, any other involved party, and Grieving Party. If the Grieving Party accepts the resolution, the Director will work to implement the solution. If the Grieving Party does not accept the resolution identified, they may request an Investigation. If the information found in the initial inquiry does not support further investigation, and the reported issue can be addressed through action by the School, the Director may decline to take an investigation. If a matter is resolved via Amicable Resolution, it will not be investigated or reopened, unless there is substantial new behavior or information.
5. Investigation: the Director or designee will take the necessary steps to gather relevant information. They will then identify the outcome of the Grievance Investigation briefly in writing, and identify the actions (if any) determined necessary to address the reported behavior for the file. The Grieving Party, Witnesses, and/or any accused parties will be notified of the general outcome of the investigation, but may not be able to have details about the actions taken due to Future Professional (student) privacy laws, employment laws, and/or other relevant laws or policies.

6. Future Professionals will not be subject to retaliation for filing a complaint. If a Future Professional feels that they have been retaliated against for reporting a matter covered by this Grievance Procedure, they may submit a written grievance under this policy.
7. There is not an appeal of any decision made under this policy, unless a Future Professional is terminated based upon the investigation. In that instance, any appeal allowed under the Code of Conduct would apply.

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

HOW TO FILE A COMPLAINT WITH BPPE

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 e-mail, bppe.enforcement@dca.ca.gov or call (888) 370-7589, press 3 when prompted.

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

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

Complaints may be submitted:

Electronically through www.breeze.ca.gov.

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

Board of Barbering and Cosmetology
P.O. Box 944226
Sacramento CA,
94244-2260

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

How to file a complaint with NACCAS:

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

- Go to https://naccas.org for a copy of NACCAS' complaint form.
- An individual must complete the form and submit it to:
  NACCAS
  3015 Colvin Street
  Alexandria, VA 22314
- "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."
- Upon conclusion of the investigation into any allegations, NACCAS will send the individual a letter notifying them of their decision.

ANTI-HAZING POLICY

In accordance with the Stop Campus Hazing Act, the School strongly opposes hazing in all forms and it prohibits all hazing activities as defined below. If a student or group of students is found to be in violation of the Anti-Hazing policy, they may face disciplinary action up to and including termination from the program.

PROHIBITED BEHAVIOR

Hazing is Prohibited.

Hazing is defined as: is any intentional, reckless, or knowing act committed by a person (whether individually or together with other persons) against another person or persons, regardless of the willingness of the other person(s) to participate that:

Is an explicit or implicit condition of recruitment, admission, or initiation into, affiliation with, or new or continued membership status within a group, organization, or academic group or cohort. Hazing may take many forms, but may be one of the following or similar behavior

- Causes, encourages, or compels another person to engage in any activity that could reasonably be perceived as likely to create a risk of mental, physical, or emotional distress or harm; examples include but are not limited to:
  - Undertake acts of servitude or menial tasks;
  - Undergo undue financial expenditures;
  - Engage in acts relevant to those of the group (for example practice or training activities), but in a manner that a reasonable person would consider excessive or dangerous;
  - Abuse, humiliate, degrade, or taunt another person or persons.
  - Whipping, beating, striking, electronic shocking, placing a harmful substance on someone's body with the intent to cause harm;

    - Causing, coercing, or inducing sleep deprivation, exposure to the elements, confinement to a small space, extreme calisthenics;
    - Causing, coercing, or inducing another person to engage or perform sexual acts (note: in certain circumstances the Nondiscrimination Policy prohibiting sex based harassment, including sexual assault, fondling and more, may be implicated by this type of hazing activity);
    - Any activity against another person that includes a criminal violation of local, State, Federal, or Tribal law, or requires, induces, or causes another person to perform a duty or task that involves a criminal violation of local, State, Tribal, or Federal law;
    - Involves any of the following:
        - Consumption of alcohol or drugs;
        - Consumption of unpalatable substances, or palatable substances to excess;
        - Damage to or theft of property, or any other illegal act;
        - Violation of any University policy.
- Subjects any other person (including an existing member or cohort of existing members of the group) to any of the above activities.

Hazing can occur on or off campus, in person or in virtual settings. The individual subjected to hazing does not need to regard or identify the act as hazing. The fact that an individual does not object to and/or appears willing to participate in the activity, does not signify the conduct is not hazing.

HOW TO REPORT HAZING

If you know of or suspect hazing, all reports of known or suspected hazing are to be made to the Director.

INVESTIGATION PROCESS AND PROCEDURES FOR HAZING

The School will use the published Grievance Procedure and may independently investigate reports of hazing under that policy. Please note that the Amicable Conclusion option under the published Grievance Procedure may not be available depending on the facts and circumstances surrounding the reported behavior, in the sole discretion of the Director or designee.

GENERAL INFORMATION ON HAZING

EXAMPLES OF HAZING

Joining a group should never involve:

- sleep deprivation
- eating gross stuff
- acts of exertion
- isolation from the group
- acts of servitude
- alcohol

CONTEXT MATTERS

Note: while some behaviors constitute hazing regardless of context (e.g., paddling, use of alcohol), others depend on the circumstances. For example, participating in a color service as part of the educational program would not be hazing, but requiring new members of a student club to receive a specific haircut/style that is unwanted could constitute hazing.

Hazing can result in a range of sanctions against organizations and individuals that range from educational interventions to suspension or expulsion.

SCHOOL REPORTING

In the event that a School finds that hazing has occurred, it will be reported in the Hazing Transparency Report, as required by law.

30 DAY ATTENDANCE POLICY GUIDELINES FOR ALL PROGRAMS

- If a Future Professional misses any time, it is his or her responsibility to arrange with the Learning Leader to receive the handouts, notes, assignments, etc. A Future Professional must maintain 85% attendance while enrolled in the program. After 30 days of enrollment, if the student progress report does not reflect the required attendance average, the Future Professional may be dropped from the program and asked to re-enroll in the next class start.
- If a Future Professional misses any of the cutting days wherein all instruction is given to complete the haircuts taught in Core, it is the responsibility of the Future Professional to arrange a make-up date with the Core Specialist
- If a Future Professional misses any of the practical testing days wherein all instruction is given to complete the model application in the Make Up Program, it is the responsibility of the Future Professional to arrange a make-up date with the Make Up Specialist.
- The Future Professional must provide one practical exam model and one male haircut model during his or her Core training. These models are scheduled at the end of the Core program and used for the purpose of testing out of the Core class. The Future Professional will be informed on his or her first day of Core of the date for these models.
- The Future Professional must provide four practical exam model his or her Make Up Program training. These models are scheduled at the end of Fundamentals, Editorial, Masters, and at the end of the Make Up Program and used for the purpose of testing out of the Make Up Program. The Future Professional will be informed on his or her first day of the Make Up Program of the date for these models
- If the Future Professional fails to pass the practical exam on the second attempt, he or she may be withdrawn from the school and asked to re-enroll in the next class start.
- In order to graduate from the Core program and move to the Protégé program, the Future Professional must complete the Core Cosmetology/Barbering Worksheet with a 100% grade, pass the Core written exam, complete all haircuts, and pass the Core practical exam. Once the Future Professional completes the Core program, he or she becomes a Protégé Future Professional. The Future Professional must complete the Protégé worksheet before becoming an Adaptive Future Professional.
- In order to graduate from the Make Up Program and move to the Core program, the Future Professional must complete the Make Up Program Worksheet with a 100% grade, pass the Fundamental, Editorial, Masters, and Final written exams and pass the Fundamental, Editorial, Masters, and Final Practical exams. Once the Future Professional completes the Make Up Program, he or she becomes a Core Future Professional. The Future Professional must complete the Core and Protégé programs before becoming an Adaptive Future Professional.
- A Core evaluation and interview with the Core Specialist will conclude the Core program. The Future Professional's locker will be cleaned out (if applicable) and his or her kit will be thoroughly sanitized and disinfected
- A Make Up Program evaluation and interview with the Make Up Specialist will conclude the Make Up program. The Future Professional's locker will be cleaned out (if applicable) and his or her kit will be thoroughly sanitized and disinfected.

POLICY ON WEAPONS IN SCHOOL

The safety of our Future Professionals, guests, and team members is of our utmost importance; and therefore, Paul

Mitchell The School San Diego prohibits anyone from entering the school with any type of weapon, including:

- Guns of any kind,
- Brass or metal knuckles
- Knives or other items that impale
- Tasers and stun guns
- Any weapon intended to propel objects

Future Professionals and team members may not, at any time while on any property owned, leased or controlled by Paul Mitchell The School San Diego, including anywhere that the school may hold an event, possess or use any weapon.

Regardless of whether a Future Professional, guest or team member possesses a concealed weapons permit (CCW) or is allowed by law to possess a weapon, weapons are prohibited on any school property. They are also banned in any location in which the Future Professional or team member attends a school sponsored event.

Possession of a weapon can be authorized only by the school owner or director in order to allow trained security personnel or law enforcement to be armed when it is determined necessary to secure the safety and security of the school and its occupants.

Future Professionals or team members who violate this policy will be subject to disciplinary actions, up to and including termination.

STUDENT BIOMETRIC INFORMATION PRIVACY POLICY

Paul Mitchell The School San Diego 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 My Portico App. 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 Diego 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:

- 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
- 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.

PROTECTED CLASS NONDISCRIMINATION POLICY AND PROCEDURES

NONDISCRIMINATION STATEMENT

Paul Mitchell The School San Diego ("School") is committed to providing a workplace and educational environment, as well as other benefits, programs, and activities, that are free from discrimination and harassment based on a protected characteristic, and retaliation for engaging in a protected activity. The School values and upholds the equal dignity of all members of its community and strives to balance the rights of the parties in the Grievance Process during what can be a difficult time for all involved.

The School, 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.

To ensure compliance with federal, state, and local civil rights laws and regulations, and to affirm its commitment to promoting the goals of fairness and equity in all aspects of the education program or activity, the School has developed policies and procedures that are designed to provide a prompt, fair, and impartial process for those involved in an allegation of discrimination or harassment on the basis of a protected characteristic, and for allegations of retaliation.

APPLICABLE SCOPE

The core purpose of this policy is the prohibition of all forms of discrimination. The School's policy prohibits discrimination based on sex (including pregnancy, childbirth, and related conditions), race, religion, creed, color, national origin, ancestry, military or veteran status, physical or mental disability, medical condition, marital status, age, genetic information, sexual orientation, gender identity, gender expression, or any other characteristic protected by federal, state, or local law. Sometimes, discrimination involves exclusion from or different treatment in activities, such as admission or employment. At other times, discrimination takes the form of harassment, or, in the case of

sex-based discrimination, it can encompass sexual harassment, sexual assault, stalking, sexual exploitation, dating violence, or domestic violence. When an alleged policy violation is reported, the allegations are subject to resolution using the School's grievance procedures as determined by the Title IX Coordinator, and as detailed below.

When the Respondent is a member of the School community, a Formal Complaint may be filed and a Grievance Process may be available regardless of the status of the Complainant, who may or may not be a member of the School community. However, the School's specific response may be limited by certain regulations. This community includes, but is not limited to, Future Professionals, employees, customers or service guests, vendors, or anyone else who does business with the School. The procedures below may be applied to incidents, to patterns, and/or to the institutional culture/climate, all of which may be addressed and investigated in accordance with this Policy.

The School recognizes that reports and/or Formal Complaints under this Policy may include multiple forms of discrimination and harassment as well as violations of other School policies; may involve various combinations of Future Professionals, employees, and other members of the School community; and may require the simultaneous attention of multiple School departments. Accordingly, School employees will share information, combine efforts, and otherwise collaborate, to the maximum extent permitted by law and consistent with other applicable School policies, to provide uniform, consistent, efficient, and effective responses to alleged discrimination and harassment or retaliation.

POLICY: EQUAL OPPORTUNITY, HARASSMENT, AND NONDISCRIMINATION

1. GLOSSARY

- ***Advisor*** means a person chosen by a party or appointed by the School to accompany the party to meetings related to the Resolution Process, to advise the party on that process, and to conduct questioning for the party at the hearing, if any.
- ***Appeal Decision-Maker*** means the person who accepts or rejects a submitted appeal request, determines whether an error occurred that substantially affected the investigation or original determination, and directs corrective action, accordingly.
- ***Complainant*** means an individual who is alleged to be the victim of conduct that could constitute harassment or discrimination based on a protected characteristic, or retaliation for engaging in a protected activity.
- ***Day*** means a business day, excluding Saturday and Sunday, when the School is in normal operation.
- ***Decision-Maker*** means the person or panel who hears evidence, determines relevance, and makes the Final Determination of whether this Policy has been violated and/or assigns sanctions.
- ***Directly Related Evidence*** is evidence connected to the complaint, but which is neither inculpatory (tending to prove a violation) nor exculpatory (tending to disprove a violation) and cannot be relied upon by the Decision-Maker. Compare to Relevant Evidence, below.
- ***Education Program or Activity*** means locations, events, or circumstances where the School exercises substantial control over both the Respondent and the context in which the harassment, discrimination, and/or retaliation occurs.
- ***Final Determination*** is a conclusion by the standard of proof that the alleged conduct did or did not violate policy.
- ***Finding*** is a conclusion by the standard of proof that the conduct did or did not occur as alleged (as in a "finding of fact").
- ***Formal Complaint*** means a document submitted or signed by a Complainant or signed by the Title IX Coordinator alleging a Respondent engaged in harassment or discrimination based on a protected characteristic or retaliation for engaging in a protected activity and requesting that the School investigate the allegation(s).
- ***Formal Grievance Process*** means a method of formal resolution designated by the School to address conduct that falls within the policies included below, and which complies with the requirements of the Title IX regulations (34 CFR § 106.45) and the Violence Against Women Act § 304.

- ***Future Professional*** means any individual who has accepted an offer of admission, or who is registered or enrolled in coursework, and who maintains an ongoing educational relationship with the School.
- ***Grievance Process Pool*** includes any Investigators, Hearing Decision-Makers, Appeal Decision-makers, and Advisors who may perform any or all of these roles (though not at the same time or with respect to the same complaint).
- ***Informal Resolution*** is a complaint resolution agreed to by the Parties and approved by the Title IX Coordinator that occurs prior to a formal Final Determination being reached.
- ***Investigator*** means the person authorized by the School to gather facts about an alleged violation of this Policy, assesses relevance and credibility, synthesizes the evidence, and compiles this information into an investigation report of Relevant Evidence and a file of Directly Related Evidence.
- ***Mandated Reporter*** means a School employee who is obligated by policy to share knowledge, notice, and/or reports of harassment, discrimination, and/or retaliation with the Title IX Coordinator.
- ***Notice*** means that an employee, Future Professional, or third party informs the Title IX Coordinator or other Official with Authority of the alleged occurrence of harassing, discriminatory, and/or retaliatory conduct.
- ***Official with Authority (OWA)*** means a School employee (specifically the Managing Owner or Director) who has responsibility to implement corrective measures for harassment, discrimination, and/or retaliation on behalf of the School.
- ***Parties*** means the Complainant(s) and Respondent(s), collectively.
- ***Postsecondary Institution*** means a campus of the University of California, the California State University, or the California Community Colleges, a private postsecondary educational institution, or an independent institution of higher education that receives state financial assistance.
- ***Recipient*** means a postsecondary education program that receives federal funding.
- ***Relevant Evidence*** is evidence that tends to prove (inculpatory) or disprove (exculpatory) an issue in the complaint.
- ***Remedies*** are post-Final Determination actions directed to the Complainant and/or the community as mechanisms to address safety, prevent recurrence, and restore access to the School's education program.
- ***Respondent*** means an individual who has been reported to be the perpetrator of conduct that could constitute harassment or discrimination based on a protected characteristic, or retaliation for engaging in a protected activity under this Policy.
- ***Responsible Employee*** means an employee who has the authority to take action to redress sexual harassment or provide supportive measures to Future Professionals, or who has the duty to report sexual harassment to an appropriate School official with that authority.
- ***Resolution*** means the result of an Informal Resolution or Formal Grievance Process.
- ***Sanction*** means a consequence imposed on a Respondent who is found to have violated this Policy.
- ***Sexual Harassment*** is an umbrella category including the offenses of sexual harassment, sexual assault, stalking, dating violence, and domestic violence. See Section 17.B. for greater detail.
- ***Title IX Coordinator*** is at least one official designated by the School to ensure compliance with Title IX and the School's Title IX program. References to the Coordinator throughout this policy may also encompass a designee of the Coordinator for specific tasks.

2. DISSEMINATION

The School provides this policy and procedures on its website and in each handbook or catalog provided to applicants for admission and employment, Future Professionals, and employees. The School also provides this policy and procedures to each volunteer who regularly interacts with Future Professionals and each individual or entity under contract with the School to perform any service involving regular interaction with Future Professionals at the School.

All Future Professionals and employees are required to complete mandatory sexual harassment and prevention training when they first enroll or become employed with the School and annually (each January) thereafter.

3. TITLE IX COORDINATOR

Kristen Jarrett - Psaradelis serves as the Title IX Coordinator and ADA/504 Coordinator and oversees implementation of the School's policy on equal opportunity, harassment, and nondiscrimination.

The Title IX Coordinator has the primary responsibility for coordinating the School's efforts related to the intake, investigation, resolution, and implementation of supportive measures to stop, remedy, and prevent discrimination, harassment, and retaliation prohibited under this Policy.

All parties will be provided with a comprehensive electronic brochure detailing options and resources, which the Title IX Coordinator may also review with the parties in person.

4. INDEPENDENCE AND CONFLICT OF INTEREST

The Title IX Coordinator acts with independence and authority free from bias and conflicts of interest. The Title IX Coordinator oversees all resolutions under this Policy and these procedures. Investigators, Decision-makers (including Appeal Decision-Makers), and Advisors are vetted and trained to ensure they are not biased for or against any party in a specific complaint, or for or against Complainants and/or Respondents, generally.

To raise any concern involving bias, conflict of interest, misconduct, or discrimination by the Title IX Coordinator, contact the School's Managing Director Kristen Jarrett - Psaradelis. Concerns of bias, misconduct, discrimination, or a potential conflict of interest by any other individual involved facilitating the Grievance Process should be raised with the Title IX Coordinator.

5. ADMINISTRATIVE CONTACT INFORMATION

Complaints or notice of alleged policy violations, or inquiries about or concerns regarding this Policy and procedures, may be made internally to:

Kristen Jarrett - Psaradelis
Title IX Coordinator
Location/Address:
(619) 398-1590 ext. 115 kristenj@sandiego.paulmitchell.edu paulmitchell.edu/sandiego

The School has determined that the following administrators are Officials with Authority (OWAs) to address and correct harassment, discrimination, and/or retaliation. In addition to the Title IX Coordinator, these OWAs may also accept notice or complaints on behalf of the School.

Director: Kristen Jarrett - Psaradelis
410 A St., San Diego, CA 92101
(619) 398-1590 **kristenj@sandiego.paulmitchell.edu**

The School has also classified specific employees as Mandated Reporters of any knowledge they have that a member of the community is experiencing harassment, discrimination, and/or retaliation. The section below on Mandated Reporting details which employees have this responsibility and their duties, accordingly.

Inquiries may be made externally to:

Office for Civil Rights (OCR)
US Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202-1100
Customer Service Hotline #: (800) 421-3481
Facsimile: (202) 453-6012
TDD#: (877) 521-2172
Email: OCR@ed.gov
Web: http://www.ed.gov/ocr

For complaints involving employee-on-employee conduct: Equal Employment Opportunity Commission (EEOC)

U.S. Equal Employment Opportunity Commission
131 M Street, NE
Washington, DC 20507
202-921-3191 / 1-800-669-6820 (TTY) / 1-844-234-5122 (ASL Video Phone)

California Department of Fair Employment & Housing
2218 Kausen Drive, Ste 100
Elk Grove, CA 95758
(800) 884-1684
(800) 700-2320 TDD Only www.dfeh.ca.gov

6. NOTICE/COMPLAINTS OF DISCRIMINATION, HARASSMENT, AND/OR RETALIATION

Notice or complaints of discrimination, harassment, and/or retaliation may be made using any of the following options:

1. File a report or Formal Complaint with, or give verbal notice to, the Title IX Coordinator or an Official with Authority. Such a report or Formal Complaint may be made at any time (including during non- business hours) by using the telephone number or email address, or by mail, to the office listed for the Title IX Coordinator or any other official listed.

Because reporting carries no obligation to initiate a formal response, and because the School respects Complainant requests to dismiss complaints unless there is a compelling threat to health and/or safety, the Complainant is largely in control and should not fear a loss of confidentiality by making a report that allows the School to discuss and/or provide supportive measures.

As used in this Policy, the term "Formal Complaint" means a document or electronic submission (such as by electronic mail or through an online portal provided by the School for this purpose) that contains the Complainant's physical or digital signature, or otherwise indicates that the Complainant is the person filing the complaint, and requests that the School investigate the allegations. If notice is submitted in a form that does not meet this standard, the Title IX Coordinator will contact the Complainant to ensure that it is filed correctly.

7. PREVENTION AND OUTREACH PROGRAMS

The School has implemented comprehensive prevention and outreach programs to address issues of sexual harassment, sexual violence, domestic violence, dating violence, and stalking. These programs include, but are not limited to, information about the School's policies and procedures, rights and responsibilities, the practical implications of an affirmative consent standard, empowerment programming, awareness-raising campaigns, primary prevention, bystander intervention, and risk reduction programs. Prevention and outreach programs are included as part of incoming Future Professional and new employee orientation. In addition, all employees must complete ongoing prevention and intervention training and education.

8. SUPPORTIVE MEASURE[1–2]

The School will offer and implement appropriate and reasonable supportive measures to the parties upon notice of alleged harassment, discrimination, and/or retaliation. Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate and as reasonably available. They are offered, without fee or charge to the parties, to restore or preserve access to the School's education program or activity, including measures designed to protect the safety of all parties and/or the School's educational environment and/or to deter harassment, discrimination, and/or retaliation.

The Title IX Coordinator promptly makes supportive measures available to the parties upon receiving notice or a complaint. At the time that supportive measures are offered, the School will inform the Complainant, in writing, that they may file a Formal Complaint with the School either at that time or in the future, if they have not done so already. The Title IX Coordinator works with the Complainant to ensure that their wishes are considered with respect to any planned and implemented supportive measures.

The School will maintain the confidentiality of the supportive measures, provided that confidentiality does not impair the School's ability to provide those supportive measures. The School will act to ensure as minimal an occupational or academic impact on the parties as possible. The School will implement measures in a way that does not unreasonably burden the other party.

These actions may include, but are not limited to:

- Referral to community-based service providers
- Visa and immigration assistance
- Future Professional financial aid counseling
- Education to the School community or community subgroup(s)
- Altering work arrangements for employees
- Safety planning
- Implementing contact limitations (no contact orders) between the parties
- Academic support, extensions of deadlines, or other course/program-related adjustments
- Trespass orders
- Timely warnings
- Withdrawals or leaves of absence
- Increased security and monitoring of certain areas of the campus
- Any other actions deemed appropriate by the Title IX Coordinator

When requested by a Complainant or otherwise determined to be appropriate, the School will issue an interim no-contact directive prohibiting the Respondent from contacting the Complainant during the pendency of the investigation. The School will not issue an interim mutual no-contact directive automatically, but instead will consider the specific circumstances of each situation to determine whether a mutual no-contact directive is necessary or justifiable to protect the noncomplaining party's safety or well-being, or to respond to interference with an investigation. A no-contact directive issued after a decision of responsibility has been made as a remedy will be unilateral and only apply against the party found responsible.

Upon the issuance of a mutual no-contact directive, the School will provide the parties with a written justification for the directive and an explanation of the terms of the directive. Upon the issuance of any no-contact directive, the School will provide the parties with an explanation of the terms of the directive.

Violations of no contact orders or other restrictions may be referred to appropriate Future Professional or employee conduct processes for enforcement or added as collateral misconduct allegations to an ongoing complaint under this Policy.

9. EMERGENCY REMOVAL

The School can act to remove a Future Professional Respondent from its education program or activities—partially or entirely—on an emergency basis when an individualized safety and risk analysis has determined that an immediate threat to the physical health or safety of any Future Professional or other individual justifies removal. This risk analysis is performed by the Title IX Coordinator in conjunction with relevant School officials.

When an emergency removal is imposed, the Future Professional will be given notice of the action and the option to request to meet with the Title IX Coordinator prior to such action/removal being imposed, or as soon as reasonably possible thereafter, to show cause why the action/removal should not be implemented or should be modified.

This meeting is not a hearing on the merits of the allegation(s), but rather it is an administrative process intended to determine solely whether the emergency removal is appropriate. When this meeting is not requested, objections to the emergency removal will be deemed waived. A Complainant and their Advisor may be permitted to participate in this meeting if the Title IX Coordinator determines it equitable to do so. There is no appeal process for emergency removal decisions.

A Respondent may be accompanied by an Advisor of their choice when meeting with the Title IX Coordinator for the show cause meeting. The Respondent will be given access to a written summary of the basis for the emergency removal prior to the meeting to allow for adequate preparation.

The Title IX Coordinator has sole discretion under this Policy to implement or modify an emergency removal and to determine the conditions and duration. Violation of an emergency removal under this policy will be grounds for discipline within the Future Professional or employee conduct processes, which may include termination.

The School will implement the least restrictive emergency actions possible in light of the circumstances and safety concerns. As determined by the Title IX Coordinator, these actions could include, but are not limited to: temporarily reassigning an employee, restricting a Future Professional's or employee's access to or use of facilities or equipment, allowing a Future Professional to withdraw without financial penalty, authorizing an employee administrative leave, and suspending a Future Professional's participation in extracurricular activities.

At the discretion of the Title IX Coordinator, alternative coursework options may be pursued to ensure as minimal an academic impact on the parties as possible.

When the Respondent is an employee accused of misconduct in the course of their employment, they may be removed from campus or placed on administrative leave based on the discretion of the Title IX Coordinator.

10. PROMPTNESS

Once the School has received notice or a Formal Complaint, all allegations are promptly acted upon. Complaints typically take 60–90 business days to resolve. There are always exceptions and extenuating circumstances that can cause a resolution to take longer, but the School will avoid all undue delays within its control.

Any time the general timeframes for resolution outlined in School procedures will be delayed, the School will provide written notice to the parties of the delay, the cause for the delay, and an estimate of the anticipated additional time that will be needed as a result of the delay.

11. PRIVACY

Every effort is made by the School to preserve the privacy of reports[3]. The School will not share the identity of any individual who has made a report or Formal Complaint of harassment, discrimination, or retaliation; any Complainant; any individual who has been reported to be the perpetrator of harassment, discrimination, or retaliation; any Respondent; or any witness, except as permitted by the Family Educational Rights and Privacy Act (FERPA)[4] or its implementing regulations[5], or as required by law; or to carry out the purposes of 34 CFR Part 106, including any investigation, hearing, or grievance proceeding arising under these policies and procedures.

The School reserves the right to determine which School officials have a legitimate educational interest in being informed about incidents that fall under this Policy, pursuant to the Family Educational Rights and Privacy Act (FERPA).

Only a small group of School employees who need to know will typically be told about the complaint. Information will be shared as necessary with Investigators, Decision-makers, witnesses, and the parties. The circle of people with this knowledge will be kept as tight as possible to preserve the parties' rights and privacy.

The School may contact parents/guardians of future professionals to inform them of situations in which there is a significant and articulable health and/or safety risk but will usually consult with the Future Professional first before doing so.

12. JURISDICTION[6]

This Policy applies to the School's education program and activities[7] regarding conduct that takes place on property owned or controlled by the School, and at School-sponsored events. The Respondent must be a member of the School's community in order for this Policy to apply.

This Policy can also be applicable to the effects of off-campus misconduct that effectively deprives a person of access to the School's education program or activities. The School may also extend jurisdiction to off-campus and/or to online conduct when the Title IX Coordinator determines that the conduct affects a substantial School interest.

Regardless of where the conduct occurred, the School will address notice/complaints to determine whether the conduct occurred in the context of its employment or education program or activity and/or has continuing effects on campus (including virtual learning and employment environments) or in an off campus sponsored program or activity. A substantial School interest includes:

- Any action that constitutes a criminal offense as defined by law. This includes, but is not limited to, single or repeat violations of any local, state, or federal law.
- Any situation in which it is determined that the Respondent poses an immediate threat to the physical health or safety of any Future Professional, employee, or other individual.
- Any situation that significantly impinges upon the rights, property, or achievements of others, significantly breaches the peace, and/or causes social disorder.
- Any situation that substantially interferes with the educational interests or mission of the School.

If the Respondent is unknown or is not a member of the School community, the Title IX Coordinator will assist the Complainant in identifying appropriate School local resources and support options. If criminal conduct is alleged, the School can assist in contacting local law enforcement if the individual would like to file a police report.

Further, even when the Respondent is not a member of the School's community, supportive measures, remedies, and resources may be provided to the Complainant by contacting the Title IX Coordinator.

In addition, the School may take other actions as appropriate to protect the Complainant against third parties, such as barring individuals from School property and/or events.

All vendors serving the School through third-party contracts are subject to the policies and procedures of their employers.

When the Respondent is enrolled in or employed by another institution, the Title IX Coordinator can assist the Complainant in liaising with the appropriate individual at that institution, as it may be possible to pursue action under that institution's policies.

Similarly, the Title IX Coordinator may be able to assist and support a Future Professional or employee Complainant who experiences discrimination in an externship or other environment external to the School where sexual harassment or nondiscrimination policies and procedures of the facilitating or host organization may give the Complainant recourse.

13. TIME LIMITS ON REPORTING

There is no time limitation on providing notice/complaints to the Title IX Coordinator. However, if the Respondent is no longer subject to the School's jurisdiction and/or significant time has passed, the ability to investigate, respond, and/or provide remedies may be more limited or impossible.

Acting on notice/complaints significantly impacted by the passage of time (including, but not limited to, the rescission or revision of policy) is at the discretion of the Title IX Coordinator, who may document allegations for future reference, offer supportive measures and/or remedies, and/or engage in informal or formal action, as appropriate.

14. ONLINE HARASSMENT AND MISCONDUCT

The School's policies are written and interpreted broadly to include online manifestations of any of the behaviors prohibited below, when those behaviors occur in or have an effect on the School's education program and activities or when they involve the use of School networks, technology, or equipment.

Although the School may not control websites, social media, and other venues through which harassing communications are made, when such communications are reported to the School, it will engage in a variety of means to address and mitigate the effects.

Members of the community are encouraged to be good digital citizens and to refrain from online misconduct, such as feeding anonymous gossip sites; sharing inappropriate content via social media; participating in unwelcome sexual or sex-based messaging; distributing, or threatening to distribute, nude or semi-nude photos or recordings;

performing breaches of privacy; or otherwise using the ease of transmission and/or anonymity of the Internet or other technology to harm another member of the School's community.

Off-campus harassing speech by employees, whether online or in person, may be regulated by the School only when such speech is made in an employee's official or work-related capacity.

15. POLICY ON NONDISCRIMINATION

The School adheres to all federal, state, and local civil rights laws and regulations prohibiting discrimination in private higher education institutions.

A. PROTECTED CHARACTERISTICS

The School does not discriminate against any employee, applicant for employment, Future Professional, or applicant for admission on the basis of:

- Sex (including pregnancy, childbirth, and related conditions)
- Race
- Religion
- Creed
- Color
- National Origin
- Ancestry
- Military or Veteran Status
- Physical or Mental Disability
- Medical Condition
- Marital Status
- Age
- Genetic Information
- Sexual Orientation
- Gender Identity
- Gender Expression
- Any other protected characteristic under applicable local, state, or federal law, including protections for those opposing discrimination or participating in any Grievance Process within the School, with the Equal Employment Opportunity Commission, and/or other human/civil rights agencies
  This Policy covers nondiscrimination in both employment and access to educational opportunities. Therefore, any member of the School's community whose acts deny, deprive, or limit the educational or employment access, benefits, and/or opportunities of any member of the School's community, guest, or visitor on the basis of that person's actual or perceived protected characteristics listed above, is in violation of the School's Nondiscrimination Policy.
  When brought to the attention of the School, any such discrimination will be promptly and fairly addressed and remedied by the School according to the appropriate Grievance Process.

B. INCLUSION RELATED TO GENDER IDENTITY/EXPRESSION

The School strives to ensure that all individuals are safe, included, and respected in their working and learning environments, regardless of their gender identity or expression, including intersex, transgender, agender, and gender diverse Future Professionals and employees.

Discrimination on the basis of gender identity or expression is not tolerated by the School. If a member of the School community feels they have been subjected to discrimination under this Policy, they should follow the appropriate reporting/Formal Complaint process described above.

In upholding the principles of equity and inclusion, the School supports the full integration and healthy development of those who are transgender, transitioning, or gender diverse, and seeks to eliminate any stigma related to gender identity and expression.

The School is committed to fostering a climate where all identities are valued and create a more vibrant and diverse community. The purpose of this Policy is to have the School administratively address issues some Future Professionals and employees, including those identifying as intersex, transgender, agender, and gender diverse, may confront as they navigate systems originally designed around the assumption that gender is binary. As our society's understanding of gender evolves, so do the School's processes and policies.

Concepts like misgendering and deadnaming may not be familiar to all but understanding them is essential to the School's goal of being as welcoming and inclusive a community as possible.

Misgendering is the intentional or unintentional use of pronouns or identifiers that are different from those used by an individual. Unintentional misgendering is usually resolved with a simple apology if someone clarifies their pronouns for you. Intentional misgendering is inconsistent with the type of community we hold ourselves out to be. We all get to determine our own gender identity and expression, but we do not get to choose or negate someone else's.

Deadnaming, along with misgendering, can be very traumatic to a person who is transgender, transitioning, or gender diverse. Deadnaming means using someone's birth-assigned (cisgender) name, rather than the name they have chosen.

To a person who is transgender, transitioning, or gender diverse, their cisgender identity may be something that is in their past, dead, buried, and behind them. To then revive their deadname could trigger issues, traumas, and experiences of the past that the individual has moved past, or is moving past, and can interfere with their health and well-being.

Again, unintentional deadnaming can be addressed by a simple apology and an effort to use the person's chosen name. Intentional deadnaming could be a form of bullying, outing, or otherwise harassing an individual, and thus should be avoided.

This Policy should be interpreted consistent with the goals of maximizing the inclusion of intersex, transgender, transitioning, agender, and gender diverse Future Professionals and employees, including:

- Maintaining the privacy of all individuals consistent with law
- Ensuring all Future Professionals equal access to educational programming, activities, and facilities, including restrooms
- Ensuring all employees equal access to employment opportunities
- Providing professional development for employees and education for Future Professionals on topics related to gender inclusion
- Encouraging all future employees and employees to respect the pronoun usage and identities of all members of the School's community
  The School has set forth its specific processes for implementing this Policy through the accompanying Title IX-related procedures.

16. DISABILITY DISCRIMINATION AND ACCOMMODATION POLICY

The School is committed to full compliance with the Americans with Disabilities Act of 1990 (ADA), as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibit discrimination against qualified persons with disabilities, as well as other federal, state, and local laws and regulations pertaining to individuals with disabilities.

Under the ADA and its amendments, a person has a disability if they have a physical or mental impairment that substantially limits a major life activity.

The ADA also protects individuals who have a record of a substantially limiting impairment or who are regarded as disabled by the School, regardless of whether they currently have a disability. A substantial impairment is one that significantly limits or restricts a major life activity such as hearing, seeing, speaking, breathing, performing manual tasks, walking, or caring for oneself.

Kristen Jarrett - Psaradelis has been designated as School's ADA/504 Coordinator responsible for overseeing efforts to comply with these disability laws, including responding to grievances and conducting investigations of any allegation of noncompliance or discrimination based on disability.

Grievances related to disability status and/or accommodations will be addressed using the School's Policies and Procedures for Students with Disabilities. For details relating to disability accommodations in the School's Grievance Process, see page 79 below.

FUTURE PROFESSIONALS WITH DISABILITIES

The School is committed to providing qualified Future Professionals with disabilities with reasonable accommodations and support needed to ensure equal access to the School's academic programs, facilities, and activities.

Future Professionals with disabilities who wish to request a reasonable accommodation (including academic adjustments, auxiliary aids, or modifications) must contact the School's ADA/504 Coordinator. Future Professionals are required to provide documentation of their disability from a professional who has diagnosed and/or treated their disability. The documentation submitted must be current and reflect a date within the past twelve months; if the document is older than twelve months, the Future Professional must provide current documentation from an appropriate professional.

Accommodations are made on an individualized basis. The School's ADA/504 Coordinator will review the documentation provided by the Future Professional and, in consultation with the Future Professional, will determine within ten (10) days which accommodation(s) are appropriate for the Future Professional's needs and academic program(s) in accordance with applicable School policies. Once accommodations are approved, the School's ADA/504 Coordinator will notify relevant School officials of the accommodations. If the Future Professional's program changes or is expected to change, the School's ADA/504 Coordinator will schedule an appointment with the Future Professional to determine whether the Future Professional's accommodations should be altered.

17. DISCRIMINATORY HARASSMENT POLICY

Future Professionals and employees are entitled to an educational and employment environment that is free of discriminatory harassment. This Policy is not meant to inhibit or prohibit educational content or discussions inside or outside of the classroom that include germane, but controversial, or sensitive subject matters protected by academic freedom.

The sections below describe the specific forms of legally prohibited harassment that are also prohibited under the School's Policy. When speech or conduct is protected by academic freedom, it will not be considered a violation of School Policy, though supportive measures will be offered to those impacted. All offense definitions encompass actual and/or attempted offenses.

A. **Discriminatory Harassment**

Discriminatory harassment—defined as unwelcome conduct by any member or group of the community on the basis of actual or perceived characteristic protected by policy or law—is a form of prohibited discrimination under School Policy.

The School does not tolerate discriminatory harassment of any employee, Future Professional, customer or service guest, third-party, vendor, or anyone else who does business with the School. The School will act to remedy all forms of harassment when reported, whether or not the harassment rises to the level of creating a "hostile environment." A hostile environment is one that unreasonably interferes with, limits, or effectively denies an individual's educational or employment access, benefits, or opportunities.[8] This discriminatory effect results from harassing verbal, written, graphic, and/or physical conduct that is severe or pervasive and objectively offensive.

When discriminatory harassment rises to the level of creating a hostile environment, the School may also impose sanctions on the Respondent through application of the appropriate Grievance Process.

The School reserves the right to address offensive conduct and/or harassment that (1) does not rise to the level of creating a hostile environment, or (2) that is of a generic nature and not based on a protected characteristic. Addressing such conduct will not result in the imposition of discipline under School policy, but may be addressed through respectful conversation, remedial actions, education, effective Alternative Resolution, and/or other Informal Resolution mechanisms.

For assistance with Alternative Resolution and other Informal Resolution techniques and approaches, employees and Future Professionals should contact the Director or Managing Owner.

B. **Sexual Harassment**

The Department of Education's Office for Civil Rights (OCR), the Equal Employment Opportunity Commission (EEOC), and the State of California regard sexual harassment, a specific form of discriminatory harassment, as an unlawful discriminatory practice.

The School has adopted the following definitions of sexual harassment in order to address the unique environment of an academic community. One definition is required by federal law and the other by state law. Both apply, and while they overlap, they are not identical.

California Sexual Harassment Definition[9]:

- unwelcome sexual advances, or
- requests for sexual favors, or
- other verbal, visual, or physical conduct of a sexual nature,
- made by someone from in the work or educational setting,
- under any of the following conditions:
  - submission to the conduct is explicitly or implicitly made a term or condition of an individual's employment, academic status, or progress, or
  - submission to, or rejection of, the conduct by the individual is used as the basis of employment or academic decisions affecting the individual, or
  - the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment, or
  - submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

    Sexual Violence, defined as:

    - physical sexual acts,[10]
    - perpetrated against a person without the person's affirmative consent.

      Acts of sexual harassment may be committed by any person upon any other person, regardless of the sex, sexual orientation, and/or gender identity of those involved.

      Title IX Sexual Harassment, as an umbrella category, includes these specific definitions of sexual harassment, sexual assault, domestic violence, dating violence, and stalking, and is defined as:

      Conduct on the basis of sex[11], or that is sexual in nature, that satisfies one or more of the following:

      - **Quid Pro Quo:**
        - an employee of the School,
        - conditions[12] the provision of an aid, benefit, or service of the School,
        - on an individual's participation in unwelcome sexual conduct.
      - **Sexual Harassment:**
        - unwelcome conduct,
        - determined by a reasonable person,
        - to be so severe, and
        - pervasive, and,

- objectively offensive,
- that it effectively denies a Complainant equal access to the School's education program or activity[13].

- **Sexual Assault, defined as:**
  i. Any sexual act[14] directed against a Complainant[15],
    - without their consent, or
    - instances in which the Complainant is incapable of giving consent[16].
  ii. **Incest:**
    - Non-forcible sexual intercourse,
    - between persons who are related to each other,
    - within the degrees wherein marriage is prohibited by California law.
  iii. **Statutory Rape:**
    - Non-forcible sexual intercourse,
    - with a person who is under the statutory age of consent (18 years of age in California).
- **Dating Violence, defined as:**
  i. violence,
  ii. on the basis of sex,
  iii. committed by a person,
  iv. who is in or has been in a social relationship of a romantic or intimate nature with the Complainant.
    1. The existence of such a relationship shall be determined based on the Complainant's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. For the purposes of this definition:
      - Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse.
      - Dating violence does not include acts covered under the definition of domestic violence.
- **Domestic Violence[17],** defined as:
  i. violence,
  ii. on the basis of sex,
  iii. committed by a current or former spouse or intimate partner of the Complainant,
  iv. by a person with whom the Complainant shares a child in common, or
  v. by a person who is cohabitating with, or has cohabitated with, the Complainant as a spouse or intimate partner, or
  vi. by a person similarly situated to a spouse of the Complainant under the domestic or family violence laws of California, or
  vii. by any other person against an adult or youth Complainant who is protected from that person's acts under the domestic or family violence laws of California.
- **Stalking,** defined as:
  i. engaging in a course of conduct,
  ii. on the basis of sex,
  iii. directed at the Complainant, that
    - would cause a reasonable person to fear for the person's safety, or
    - the safety of others; or
    - suffer substantial emotional distress.

For the purposes of this definition:

- Course of conduct means two or more acts, including, but not limited to, acts in which the Respondent directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property.
- Reasonable person means a reasonable person under similar circumstances and with similar identities to the Complainant.
- Substantial emotional distress means significant mental suffering or anguish that may but does not necessarily require medical or other professional treatment or counseling.

The School reserves the right to impose any level of sanction, ranging from a reprimand up to and including suspension or expulsion/termination, for any offense under this Policy. The most serious offenses are likely to result in suspension/expulsion/ termination.

C. **Unethical Relationships Policy**

There are inherent risks in any romantic or sexual relationship between individuals in unequal positions (such as supervisor and employee). In reality, these relationships may be less consensual than perceived by the individual whose position confers power or authority. Similarly, the relationship also may be viewed in different ways by each of the parties, particularly in retrospect. Circumstances may change, and conduct that was once welcome may, at some point in the relationship, become unwelcome.

Even when both parties have initially consented to romantic or sexual involvement, the possibility of a later allegation of a relevant Policy violation still exists. The School does not wish to interfere with private choices regarding personal relationships when these relationships do not interfere with the goals and policies of the School. However, for the personal protection of members of this community, relationships in which power differentials are inherent (e.g., supervisor/employee) are generally discouraged. Employee relationships with Future Professionals are prohibited.

Consensual romantic or sexual relationships in which one party maintains a direct supervisory or otherwise evaluative role over the other party are inherently problematic. Therefore, persons with direct supervisory or otherwise evaluative responsibilities who are involved in such relationships must bring these relationships to the timely attention of the Title IX Coordinator. The existence of this type of relationship will likely result in removing the supervisory or evaluative responsibilities from the employee or shifting a party from being supervised or evaluated by someone with whom they have established a consensual relationship. When an affected relationship existed prior to adoption of this Policy, the duty to notify the appropriate supervisor still pertains.

Failure to timely self-report such relationships to the Title IX Coordinator as required can result in disciplinary action for an employee. Engaging in a consensual relationship with a Future Professional can result in disciplinary action for an employee. The Title IX Coordinator will determine whether to refer violations of this provision to human resources for resolution, or to pursue resolution under this Policy, based on the circumstances of the allegation.

D. **Force, Coercion, Consent, and Incapacitation**[18]

As used in the offenses above, the following definitions and understandings apply:

Force: Force is the use of physical violence and/or physical imposition to gain sexual access. Force also includes threats, intimidation (implied threats), and coercion that is intended to overcome resistance or produce consent (e.g., "Have sex with me or I'll hit you," which elicits the response, "Okay, don't hit me. I'll do what you want.").

Sexual activity that is forced is, by definition, non-consensual, but non-consensual sexual activity is not necessarily forced. Silence or the absence of resistance alone is not consent. Consent is not demonstrated by the absence of resistance. While resistance is not required or necessary, it is a clear demonstration of non-consent.

Coercion: Coercion is **unreasonable** pressure for sexual activity. Coercive conduct differs from seductive conduct based on factors such as the type and/or extent of the pressure used to obtain consent. When someone makes clear that they do not want to engage in certain sexual activity, that they want to stop, or that they do not want to go past a certain point of sexual interaction, continued pressure beyond that point can be coercive.

Affirmative Consent is:

- knowing (conscious), and
- voluntary, and
- clear permission
- by word or action
- to engage in sexual activity.

  Individuals may perceive and experience the same interaction in different ways. Therefore, it is the responsibility of each party to determine that the other has consented before engaging in the activity.

  If consent is not clearly provided prior to engaging in the activity, consent may be ratified by word or action at some point during the interaction or thereafter, but clear communication from the outset is strongly encouraged.

  For consent to be valid, there must be a clear expression in words or actions that the other individual consented to that specific sexual conduct. Reasonable reciprocation can be implied consent. For example, if someone kisses you, you can kiss them back (if you want to) without the need to explicitly obtain *their* consent to being kissed back.

  Consent can also be withdrawn once given, as long as the withdrawal is reasonably and clearly communicated. If consent is withdrawn, that sexual activity should cease within a reasonably immediate time.

  Consent to some sexual contact (such as kissing or fondling) cannot be presumed to be consent for other sexual activity (such as intercourse). A current or previous intimate relationship is not sufficient to constitute consent. If an individual expresses conditions on their willingness to consent (e.g., use of a condom) or limitations on the scope of their consent, those conditions and limitations must be respected.

  Proof of consent or non-consent is not a burden placed on either party involved in a complaint. Instead, the burden remains on the School to determine whether its policy has been violated. The existence of consent is based on the totality of the circumstances evaluated from the perspective of a reasonable person in the same or similar circumstances, including the context in which the alleged misconduct occurred and any similar and previous patterns that may be evidenced.

  Consent in relationships must also be considered in context. When parties consent to BDSM[19] or other forms of kink, non-consent may be shown by the use of a safe word. Resistance, force, violence, or even saying “no” may be part of the kink and thus consensual, thus the School’s evaluation of communication in kink situations should be guided by reasonableness, rather than strict adherence to policy that assumes non-kink relationships as a default.

  Incapacitation: A person cannot consent if they are unable to understand what is happening or are disoriented, helpless, asleep, or unconscious for any reason, including due to alcohol or other drug consumption.

  In the evaluation of complaints, it shall not be a valid defense that the Respondent believed that the Complainant affirmatively consented to the sexual activity if the Respondent knew or reasonably should have known that the Complainant was unable to consent to the sexual activity under any of the following circumstances:

  - The Complainant was asleep or unconscious.
  - The Complainant was incapacitated due to the influence of drugs, alcohol, or medication, so that the Complainant could not understand the fact, nature, or extent of the sexual activity.
  - The Complainant was unable to communicate due to a mental or physical condition.

Thus, it is a defense to a sexual assault policy violation that the Respondent neither knew nor should have known the Complainant to be physically or mentally incapacitated. "Should have known" is an objective, reasonable person standard that assumes that a reasonable person is both sober and exercising sound judgment. In the evaluation of complaints, it shall not be a valid defense to alleged lack of affirmative consent that the Respondent believed that the Complainant consented to the sexual activity under either of the following circumstances:

- The Respondent's belief in affirmative consent arose from the intoxication or recklessness of the Respondent.
- The Respondent did not take reasonable steps, in the circumstances known to the Respondent at the time, to ascertain whether the Complainant affirmatively consented.
  Incapacitation occurs when someone cannot make rational, reasonable decisions because they lack the capacity to give knowing/informed consent (e.g., to understand the "who, what, when, where, why, and how" of their sexual interaction).
  Incapacitation is determined through consideration of all relevant indicators of an individual's state and is not synonymous with intoxication, impairment, blackout, and/or being drunk.
  This Policy also covers a person whose incapacity results from a temporary or permanent physical or mental health condition, involuntary physical restraint, and/or the consumption of incapacitating substances.

E. **Other Civil Rights Offenses**[20]

In addition to the forms of sexual harassment described above, which are covered by Title IX, the School additionally prohibits the following offenses as forms of discrimination that may be within or outside of Title IX when the act is based upon the Complainant's actual or perceived protected characteristic.

- **Sexual Exploitation**, defined as:
  i. person taking sexual advantage of another person,
  ii. for the benefit of anyone other than that person,
  iii. without that person's consent,
  iv. including, but not limited to, any of the following acts:
    - the prostituting of another person,
    - the trafficking of another person, defined as the inducement of a person to perform a commercial sex act, or labor or services, through force, fraud, or coercion,
    - the recording of images, including video or photograph, or audio of another person's sexual activity or intimate parts, without that person's consent,
    - the distribution of images, including video or photograph, or audio of another person's sexual activity or intimate parts, if the individual distributing the images or audio knows or should have known that the person depicted in the images or audio did not consent to the disclosure, or
    - The viewing of another person's sexual activity or intimate parts, in a place where the other person would have a reasonable expectation of privacy, without that person's consent, for the purpose of arousing or gratifying sexual desire.
    - Invasion of sexual privacy (e.g., doxxing)
    - Knowingly making an unwelcome disclosure of (or threatening to disclose) an individual's sexual orientation, gender identity, or gender expression
    - Engaging in sexual activity with another person while knowingly infected with human immunodeficiency virus (HIV) or a sexually transmitted disease (STD) or infection (STI), without informing the other person of the virus, disease, or infection
    - Causing or attempting to cause the incapacitation of another person (through alcohol, drugs, or any other means) for the purpose of compromising that person's ability to give consent to sexual activity, or for the purpose of making that person vulnerable to non-consensual sexual activity
    - Misappropriation of another person's identity on apps, websites, or other venues designed for dating or sexual connections (e.g., spoofing)

        - Forcing a person to take an action against that person's will by threatening to show, post, or share information, video, audio, or an image that depicts the person's nudity or sexual activity
        - Knowingly soliciting a minor for sexual activity
        - Knowingly creating, possessing, or disseminating child pornography
    - **Harm/Endangerment**, defined as:
        i. threatening or causing physical harm;
        ii. extreme verbal, emotional, or psychological abuse; or
        iii. other conduct which threatens or endangers the health or safety of any person or damages their property.
    - **Discrimination**, defined as:
        i. actions that deprive, limit, or deny
        ii. other members of the community
        iii. of educational or employment access, benefits, or opportunities,
        iv. including disparate treatment.
    - **Intimidation**, defined as:
        i. implied threats or
        ii. acts that cause the Complainant reasonable fear of harm.
    - **Bullying**[21], defined as:
        i. repeated and/or severe aggressive behavior
        ii. that is likely to intimidate or intentionally hurt, control, or physically or mentally diminish the Complainant.

        Violation of any other School policies may constitute a Civil Rights Offense when a violation is motivated by actual or perceived protected characteristic(s), and the result is a discriminatory limitation or denial of employment or educational access, benefits, or opportunities.

        Sanctions for the above-listed Civil Rights Offenses range from coaching through termination.

18. RETALIATION

Protected activity under this Policy includes reporting alleged misconduct that may implicate this Policy, participating in the resolution process, supporting a Complainant or Respondent, assisting in providing information relevant to an investigation, and/or acting in good faith to oppose conduct that constitutes a violation of this Policy.

Acts of alleged retaliation should be reported immediately to the Title IX Coordinator and will be promptly investigated. The School will take all appropriate and available steps to protect individuals who fear that they may be subjected to retaliation.

The School and any member of the School's community are prohibited from taking or attempting to take materially adverse action by intimidating, threatening, coercing, harassing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by law or policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this Policy and procedure.

Pursuing a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this Policy and procedure does not constitute retaliation, provided that the determination of responsibility, by itself, is not sufficient to conclude that any party has made a materially false statement in bad faith.

19. MANDATED REPORTING

The School has determined that the following employees are Responsible Employees who have a duty to address and correct harassment, discrimination, and/or retaliation, or who have the duty to report sexual harassment to an appropriate School official who has that authority. Responsible Employees have received the same training as the Grievance Process Pool (as outlined in Pool Member Training) and have been trained on how to report prohibited conduct under this Policy.

- Director

- Financial Services Leader
- Admissions Leader
- Future Professional Advisor
- Education Leaders
- Learning Leaders

If a Complainant expects formal action in response to their allegations, reporting to any Responsible Employee can connect them with resources to report alleged crimes and/or policy violations, and these employees will immediately pass reports to the Title IX Coordinator (and/or police, if desired by the Complainant or required by law), who will act when an incident is reported to them.

The following sections describe the School's reporting options for a Complainant or third party (including parents/guardians when appropriate):

A. CONFIDENTIAL RESOURCES

If a Complainant would like the details of an incident to be kept confidential, the Complainant may speak with:

Community-based Service Providers:

- Licensed professional counselors and other medical providers
- Local rape crisis counselors
- Domestic violence resources
- Local or state assistance agencies
- Clergy/Chaplains
- Attorneys
  The above-listed individuals will maintain confidentiality when acting under the scope of their licensure, professional ethics, professional credentials, or official designation, except in extreme cases of immediacy of threat or danger or abuse of a minor/elder/individual with a disability, or when required to disclose by law or court order.

B. MANDATED REPORTERS AND FORMAL NOTICE/COMPLAINTS

Specific School employees are Mandated Reporters and must promptly share with the Title IX Coordinator all known details of a report made to them in the course of their employment. These employees include those listed above.

Mandated Reporters must also promptly share all details of behaviors under this Policy that they observe or have knowledge of, even if not reported to them by a Complainant or third party.

Complainants may want to carefully consider whether they share personally identifiable details with non- confidential Mandated Reporters, as those details must be shared with the Title IX Coordinator.

Generally, disclosures in climate surveys, admissions essays, or at events such as "Take Back the Night" marches or speak-outs do not provide notice that must be reported to the Title IX Coordinator by employees, unless the Complainant clearly indicates that they desire a report to be made or to seek a specific response from the School.

Supportive measures may be offered as the result of such disclosures without formal School action.

Failure of a Mandated Reporter, as described above in this section, to report an incident of harassment, discrimination, or retaliation of which they become aware is a violation of School Policy and can be subject to disciplinary action for failure to comply/failure to report.

Though this may seem obvious, when a Mandated Reporter is engaged in harassment or other violations of this Policy, they still have a duty to report their own misconduct, though the School is technically no on notice simply because a harasser is also a Mandated Reporter unless the harasser does in fact report themselves.

Finally, it is important to clarify that a Mandated Reporter who is a target themself of harassment or other misconduct under this Policy is not required to report their own experience, though they are, of course, encouraged to do so.

20. NOTICE TO LAW ENFORCEMENT

There may be circumstances where the School is obliged to report an incident of violent crime, hate crime, or sexual assault immediately, or as soon as practicably possible, to local law enforcement.

Requests for Confidentiality with Respect to Reporting to Law Enforcement

Complainants have the right to decide if they want to make a report to the police and/or speak with the police. The School will honor requests for confidentiality. Local law enforcement agencies are prohibited from disclosing information about most sexual assaults if the Complainant requests anonymity. When information is shared with law enforcement, such reports will include (when the Complainant has consented to being identified):

- The name and characteristics of the alleged victim.
- The name and characteristics of the alleged perpetrator, if known.
- Description of the incident, including location, date, and time .
- Any report number assigned to the police incident report documenting the investigation being conducted by the jurisdictional agency.

Mandatory Reporting Requirements for Health Practitioners in California[22]

Any licensed health care provider in the State of California providing services in a health facility, clinic or physician's office is required to make a report if they provide *medical treatment for a physical condition* to a patient whom they know or reasonably suspect is the victim of assaultive or abusive conduct or a firearm injury. The health practitioner is required to make a report by telephone as soon as practically possible and send a written report to a local law enforcement agency within two working days. The report must be made to the enforcement agency that has jurisdiction over the location in which the injury was sustained.

21. WHEN A COMPLAINANT DOES NOT WISH TO PROCEED

If a Complainant does not wish for their name to be shared, does not wish for an investigation to take place, and/or does not want a Formal Complaint to be pursued, they may make such a request to the Title IX Coordinator, who will evaluate that request in light of the duty to ensure the safety of the School and to comply with state or federal law.

The Title IX Coordinator has ultimate discretion over whether the School proceeds when the Complainant does not wish to do so, and the Title IX Coordinator may sign a Formal Complaint to initiate a Grievance Process, usually upon completion of an appropriate violence risk assessment and weighing the following factors:

- Multiple or prior reports of sexual misconduct against the Respondent.
- The Respondent reportedly used a weapon, physical restraints, or engaged in battery.
- The Respondent is a faculty or staff member with oversight of Future Professionals.
- There is a power imbalance between the Complainant and Respondent.
- The Complainant believes that the Complainant will be less safe if the Complainant's name is disclosed, or an investigation conducted.
- The School is able to conduct a thorough investigation and obtain relevant evidence in the absence of the Complainant's cooperation.

In instances where the Complainant's request for confidentiality or no investigation is granted, the School will provide supportive measures to the Complainant and take reasonable steps to respond to the complaint, consistent with the request, to limit the effects of the alleged sexual harassment and prevent its recurrence without initiating formal action against the alleged Respondent or revealing the identity of the Complainant. These steps may include but are not limited to:

- Increased monitoring, supervision, or security at locations or activities where the alleged misconduct occurred
- Providing additional training and education materials for Future Professionals and employees
- Conducting climate surveys regarding sexual violence

The School will also take immediate steps to provide for the safety of the Complainant while keeping the Complainant's identity confidential, as appropriate. These steps may include changing living arrangements or course schedules, assignments, or tests. The Complainant will be notified that the steps the School will take to respond to

the complaint will be limited by the request for confidentiality.

When the Title IX Coordinator executes the written complaint, they do not become the Complainant. The Complainant is the individual who is alleged to be the victim of conduct that could constitute a violation of this Policy.

When the School proceeds, the Complainant (and/or their Advisor) may have as much or as little involvement in the process as they wish. The Complainant retains all rights of a Complainant under this Policy irrespective of their level of participation. Typically, when the Complainant chooses not to participate, the Advisor may be appointed as proxy for the Complainant throughout the process, acting to ensure and protect the rights of the Complainant, though this does not extend to the provision of evidence or testimony. The School will inform the Complainant prior to initiating the Formal Resolution Process and take immediate steps to provide for the safety of the Complainant, where appropriate. In the event the Complainant requests that the School inform the Respondent that the Complainant asked the School not to investigate or seek discipline, the School will honor this request.

Note that the School's ability to remedy and respond to notice may be limited if the Complainant does not want the School to proceed with an investigation and/or Grievance Process. The goal is to provide the Complainant with as much control over the process as possible, while balancing the School's obligation to protect its community.

In cases in which the Complainant requests confidentiality/no formal action and the circumstances allow the School to honor that request, the School may offer Informal Resolution options, supportive measures, and remedies to the Complainant and the community, but will not otherwise pursue formal action.

If the Complainant elects to take no action, they can change that decision if they decide to pursue a Formal Complaint at a later date. Upon making a Formal Complaint, a Complainant has the right, and can expect, to have allegations taken seriously by the School and to have the incidents investigated and properly resolved through these procedures. Please consider that delays may cause limitations on access to evidence, or present issues with respect to the status of the parties.

22. FEDERAL TIMELY WARNING OBLIGATIONS

The School must issue timely warnings for reported incidents that pose a serious or continuing threat of bodily harm or danger to members of the School's community.

The School will ensure that a Complainant'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 potential danger.

23. FEDERAL STATISTICAL REPORTING OBLIGATIONS

Certain School officials—those deemed Campus Security Authorities—have a duty to report the following for federal statistical reporting purposes (Clery Act):

- All "primary crimes," which include criminal homicide, rape, fondling, incest, statutory rape, robbery, aggravated assault, burglary, motor vehicle theft, and arson
- Hate crimes, which include any bias-motivated primary crime as well as any bias-motivated larceny or theft, simple assault, intimidation, or destruction/damage/vandalism of property
- VAWA-based crimes[23], which include sexual assault, domestic violence, dating violence, and stalking
- Arrests and referrals for disciplinary action for weapons-related law violations, liquor-related law violations, and drug law violations

All personally identifiable information is kept private, but statistical information must be shared with the Director regarding the type of incident and its general location (on or off campus or in the surrounding area, but no addresses are given) for publication in the Annual Security Report and daily campus crime log. Campus Security Authorities include: the Director, Financial Services Leader, the Admissions Leader, the Future Professional Advisor, and the local police.

24. FALSE ALLEGATIONS AND EVIDENCE

Deliberately false and/or malicious accusations under this Policy are a serious offense and will be subject to appropriate disciplinary action. This does not include allegations that are made in good faith but are ultimately shown to be erroneous or do not result in a policy violation determination.

Additionally, witnesses and parties knowingly providing false evidence; tampering with, or destroying, evidence; or deliberately misleading an official conducting an investigation, hearing, or Informal Resolution can be subject to discipline under appropriate School policies.

25. AMNESTY

The School encourages the reporting of misconduct and crimes by Complainants and witnesses. Sometimes, Complainants or witnesses are hesitant to report to School officials or participate in Grievance Processes because they fear that they themselves may be in violation of certain policies, such as underage drinking or use of illicit drugs at the time of the incident. Respondents may hesitate to be forthcoming during the process for the same reasons.

It is in the best interests of the School community that Complainants choose to report misconduct to School officials, that witnesses come forward to share what they know, and that all parties be forthcoming during the process.

To encourage reporting and participation in the process, the School maintains a policy of offering parties and witnesses amnesty from minor policy violations—such as underage consumption of alcohol or the use of illicit drugs—related to the incident.

Amnesty does not apply to more serious allegations such as physical abuse of another or illicit drug distribution. The decision not to offer amnesty to a Respondent is based on neither sex nor gender, but on the fact that collateral misconduct is typically addressed for all Future Professionals within a progressive discipline system, and the rationale for amnesty—the incentive to report serious misconduct—is rarely applicable to Respondent with respect to a Complainant.

A. FUTURE PROFESSIONALS

Sometimes, Future Professionals are hesitant to assist others for fear that they may get in trouble themselves (for example, an underage Future Professional who has been drinking or using marijuana might hesitate to help take an individual who has experienced sexual assault to the School).

The School maintains a policy of amnesty for Future Professionals who offer help to others in need. Although policy violations cannot be overlooked, the School may provide purely educational options with no official disciplinary finding, rather than punitive sanctions, to those who offer their assistance to others in need.

B. EMPLOYEES

Sometimes, employees are hesitant to report harassment, discrimination, or retaliation they have experienced for fear that they may get in trouble themselves. For example, an employee who has violated the unethical relationship policy and is then assaulted in the course of that relationship might hesitate to report the incident to School officials.

The School may, at its discretion, offer employee Complainants amnesty from such policy violations (typically more minor policy violations) related to the incident. Amnesty may also be granted to Respondents and witnesses on a case-by-case basis.

26. PRESERVATION OF EVIDENCE

The preservation of evidence in incidents of sexual assault and stalking is critical to potential criminal prosecution and to obtaining restraining/protective orders and is particularly time sensitive. The School will inform the Complainant of the importance of preserving evidence by taking actions such as the following:

SEXUAL ASSAULT

- Seek forensic medical assistance at the Fountain Valley hospital, ideally within 120 hours of the incident (sooner is better).
- Avoid urinating, showering, bathing, washing hands or face, or douching, if possible, but evidence may still be collected even if you do.
- If oral sexual contact took place, refrain from smoking, eating, drinking, or brushing teeth.
- If clothes are changed, place soiled clothes in a paper bag (plastic destroys evidence) or secure evidence container.
- Seeking medical treatment can be essential even if it is not for the purposes of collecting forensic evidence.

STALKING

- Evidence in the form of text and voice messages will be lost in most cases if the Complainant changes their phone number.
    - Make a secondary recording of any voice messages and/or save the audio files to a cloud server.
    - Take screenshots and/or a video recording of any text messages or other electronic messages (e.g., Instagram, Snapchat, Facebook).
- Save copies of email or social media correspondence, including notifications related to account access alerts.
- Take timestamped photographs of any physical evidence including notes, gifts, etc., in place when possible.
- Save copies of any messages, to include those showing any request for no further contact.
- Obtain copies of call logs showing the specific phone number being used rather than a saved contact name if possible.

During the initial meeting between the Complainant and the Title IX Coordinator, the importance of taking these actions will be discussed, if timely.

RESOLUTION PROCESS FOR ALLEGED VIOLATIONS OF THE EQUAL OPPORTUNITY, HARASSMENT, AND NONDISCRIMINATION POLICY

1. OVERVIEW

The School will act on any formal notice/complaint of violation of the Equal Opportunity, Harassment, and Nondiscrimination Policy ("the Policy") that is received by the Title IX Coordinator[24] or any other Official with Authority or Responsible Employee by applying these procedures, known as the Formal Resolution Process

The procedures below apply to all allegations of harassment or discrimination on the basis of an actual or perceived protected characteristic involving Future Professionals or employees. A set of technical dismissal requirements within the Title IX regulations may apply as described below, but when a technical dismissal under the Title IX allegations is required, any remaining allegations may proceed using these same resolution procedures, clarifying which Policy provisions above are applicable. Although the effect of the Title IX regulations can be confusing, these resolution procedures apply to all Policy offenses.

The procedures below may be used to address alleged collateral misconduct by the Respondent arising from the investigation of or occurring in conjunction with reported misconduct (e.g., vandalism, physical abuse of another), when alleged violations of the Policy are being addressed at the same time. In such cases, the Title IX Coordinator may consult with the School officials who typically oversee such conduct (e.g., human resources, Future Professional advisor, Education Leaders, etc.) to provide input as needed. All other allegations of misconduct unrelated to incidents covered by the Policy will be addressed through procedures described in the School catalog, and staff handbooks.

2. NOTICE/COMPLAINT[25]

Upon receipt of a complaint or notice of an alleged policy violation by the Title IX Coordinator, the Title IX Coordinator initiates a prompt initial assessment to determine the next steps the School needs to take. The Title IX Coordinator will contact the Complainant to offer supportive measures and determine whether the Complainant wishes to file a

Formal Complaint. This contact with Complainant will include the following information:

- A report received by the School that the Complainant may have been subjected to sexual harassment.
- A statement that retaliation for filing a complaint or participating in a complaint process, or both, is prohibited.
- Notice that the Complainant has the right, but not the obligation, to report the matter to law enforcement.
- The School's investigation procedures.
- A list of potential supportive measures, such as no-contact directives and academic schedule changes.
- The importance of preserving evidence.
- A request for Complainant to meet with the Title IX Coordinator to discuss options for responding to the report.
- Information on how the School responds to reports of sexual harassment and a description of potential disciplinary consequences.

The Title IX Coordinator will then initiate at least one of three responses:

- Offering supportive measures because the Complainant does not want to file a Formal Complaint
- An Informal Resolution (upon submission of a Formal Complaint)
- A Formal Grievance Process including an investigation and a hearing (upon submission of a Formal Complaint)

The School uses a Formal Grievance Process as described below to determine whether the Policy has been violated. If so, the School will promptly implement effective remedies designed to ensure that it is not deliberately indifferent to harassment or discrimination, their potential recurrence, and/or their effects.

If the Title IX Coordinator receives notice from a third party who is not the actual Complainant, the Coordinator will take appropriate steps to address and remedy any potential hostile environment, to the extent possible based on the information received.

3. INITIAL ASSESSMENT

Following receipt of notice or a Formal Complaint of an alleged violation of this Policy, the Title IX Coordinator26 engages in an initial assessment, typically within five (5) business days. The steps in an initial assessment can include:

- The Title IX Coordinator seeks to determine whether the person impacted wishes to make a Formal Complaint, and will assist the person to do so, if desired.
    - If the person does not wish to do so, the Title IX Coordinator determines whether to initiate a complaint themself because a violence risk assessment indicates a compelling threat to health and/or safety.
- If a Formal Complaint is received, the Title IX Coordinator assesses its sufficiency and works with the Complainant to make sure it is correctly completed.
- The Title IX Coordinator reaches out to the Complainant to offer supportive measures.
- The Title IX Coordinator works with the Complainant to ensure they are aware of the right to have an Advisor.
- The Title IX Coordinator works with the Complainant to determine whether the Complainant prefers a supportive and remedial response[27], an Informal Resolution option, or a formal investigation and Grievance Process.
    - If a supportive and remedial response is preferred, the Title IX Coordinator works with the Complainant to identify their needs, determine appropriate supports, and implement accordingly. No Formal Grievance Process is initiated, though the Complainant can elect to initiate one later, if desired.
    - If an Informal Resolution option is preferred, the Title IX Coordinator assesses whether the complaint is suitable for Informal Resolution[28-29], which informal mechanism may serve the situation best or is available, and may seek to determine whether the Respondent is also willing to engage in Informal Resolution.
    - If a Formal Grievance Process is preferred by the Complainant, the Title IX Coordinator determines whether the alleged misconduct falls within the scope of the 2020 Title IX regulations:
        - If it does, the Title IX Coordinator will initiate the formal investigation and Grievance Process, directing the investigation to address, based on the nature of the complaint:
            - an incident, and/or

        - a pattern of alleged misconduct, and/or
        - a culture/climate issue
    - If alleged misconduct does not fall within the scope of the Title IX regulations, the Title IX Coordinator determines that the regulations do not apply (and will "dismiss" that aspect of the complaint, if any), assesses which policies may apply and will refer the matter accordingly. Please note that dismissing a complaint under the 2020 Title IX regulations is solely a procedural requirement under Title IX, which does not limit the School's authority to address a complaint with an appropriate process and remedies.

A. VIOLENCE RISK ASSESSMENT

In some cases, the Title IX Coordinator may determine that a Violence Risk Assessment (VRA) should be conducted in conjunction with relevant School employees as part of the initial assessment. A VRA can aid in ten critical and/or required determinations, including:

- Emergency removal of a Respondent on the basis of immediate threat to an individual or the community's physical health/safety
- Whether the Title IX Coordinator should pursue/sign a Formal Complaint absent a willing/able Complainant
- Whether the scope of the investigation should include an incident, and/or pattern of misconduct, and/or climate of hostility/harassment
- To help identify potential predatory conduct
- To help assess/identify grooming behaviors
- Whether it is reasonable to try to resolve a complaint through Informal Resolution, and if so, what approach may be most successful
- Whether to permit a voluntary withdrawal by the Respondent
- Whether to communicate with a transfer school about a Respondent
- Assessment of appropriate sanctions/remedies (to be applied post-hearing)
- Whether a Clery Act Timely Warning/trespass order/persona non grata is needed
  Threat assessment is the process of evaluating the actionability of violence by an individual against another person or group following the issuance of a direct or conditional threat. A VRA is a broader term used to assess any potential violence or danger, regardless of the presence of a vague, conditional, or direct threat.
  A VRA is not an evaluation for an involuntary behavioral health hospitalization (e.g., 5150 in California), nor is it a psychological or mental health assessment. A VRA assesses the risk of actionable violence, often with a focus on targeted/predatory escalations, and is supported by research from the fields of law enforcement, criminology, human resources, and psychology.

B. DISMISSAL (MANDATORY AND DISCRETIONARY)[30]

The School must dismiss a Formal Complaint or any allegations therein if, at any time during the investigation or hearing, it is determined that:

- The conduct alleged in the Formal Complaint would not constitute Title IX sexual harassment as defined above, even if proved
- The conduct did not occur in an educational program or activity controlled by the School, and/or the School does not have control of the Respondent
- The conduct did not occur against a person in the United States
- At the time of filing a Formal Complaint, a Complainant is not participating in or attempting to participate in the School's education program or activity[31]
  The School may dismiss a Formal Complaint or any allegations therein if, at any time during the investigation or hearing:
    - A Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the Formal Complaint or any allegations therein

- The Respondent is no longer enrolled in or employed by the School
- Specific circumstances prevent the School from gathering evidence sufficient to reach a determination as to the Formal Complaint or allegations therein

  A Complainant who decides to withdraw a complaint may later request to reinstate it or refile it.
  Upon any dismissal, the School will promptly send written notice of the dismissal and the rationale for doing so simultaneously to the parties.
  This dismissal decision is appealable by any party under the procedures for appeal (See Section 37).

4. COUNTERCLAIMS

The School is obligated to ensure that the Resolution Process is not abused for retaliatory purposes, thus counterclaims made with retaliatory intent will not be permitted. The School permits the filing of counterclaims but uses an initial assessment, described above, to assess whether the allegations in the counterclaim are made in good faith.

Counterclaims determined to have been reported in good faith will be processed using the Resolution Process below. Investigation of such claims may take place after resolution of the underlying initial complaint, in which case a delay may occur.

Counterclaims may also be resolved through the same investigation as the underlying complaint, at the discretion of the Title IX Coordinator. When counterclaims are not made in good faith, they will be considered retaliatory and may constitute a violation of this policy.

5. RIGHT TO AN ADVISOR

The parties may each have an Advisor of their choice present with them for all meetings, interviews, and hearings within the Resolution Process, if they so choose. The parties may select whoever they wish to serve as their Advisor as long as the Advisor is eligible and available[32].

Choosing an Advisor who is also a witness in the process creates potential for bias and conflict of interest. A party who chooses an Advisor who is also a witness can anticipate that issues of potential bias will be explored by the hearing Decision-Maker.

A. WHO CAN SERVE AS AN ADVISOR

The Advisor may be a friend, mentor, family member, attorney, or any other individual a party chooses to advise, support, and/or consult with them throughout the Resolution Process. The parties may choose Advisors from inside or outside of the School community.

The Title IX Coordinator will also offer to assign a trained Advisor to any party if the party so chooses. If the parties choose a School assigned Advisor, the Advisor will have been trained by the School and be familiar with the School's Resolution Procedure.

If the parties choose an Advisor not assigned by the School, the Advisor may not have been trained by the School and may not be familiar with School policies and procedures.

Parties also have the right to choose not to have an Advisor in the initial stages of the Resolution Process, prior to a hearing.

B. ADVISOR'S ROLE IN MEETINGS AND INTERVIEWS

The parties may be accompanied by their Advisor in all meetings and interviews at which the party is entitled to be present, including intake and interviews. Advisors should help the parties prepare for each meeting and are expected to advise ethically, with integrity, and in good faith.

The School cannot guarantee equal Advisory rights, meaning that if one party selects an Advisor who is an attorney, but the other party does not or cannot afford an attorney, the School is not obligated to provide an attorney.

Where applicable under state law or School policy, Advisors or attorneys are permitted to fully represent their advisees or clients in resolution proceedings, including all meetings, interviews, and hearings. Although the School prefers to hear from parties directly, in these cases, parties are entitled to have evidence provided by their chosen representatives.

C. ADVISORS IN HEARINGS/SCHOOL-APPOINTED ADVISOR

Under the Title IX regulations, a form of indirect questioning is required during the hearing but must be conducted by the parties' Advisors. The parties are not permitted to directly question each other or any witnesses. If a party does not have an Advisor for a hearing, the School will appoint a trained Advisor for the limited purpose of conducting any questioning of the parties and witnesses.

D. PRE-INTERVIEW MEETINGS

Advisors and their advisees may request to meet with the Investigator conducting interviews/meetings in advance of these interviews or meetings. This pre-meeting allows Advisors to clarify and understand their role and the School's policies and procedures.

E. ADVISOR VIOLATIONS OF SCHOOL POLICY

All Advisors are subject to the same School policies and procedures, whether they are attorneys or not, and whether they are selected by a party or assigned by the School. Advisors are expected to advise their advisees without disrupting proceedings. Advisors should not address School officials or Investigators in a meeting or interview unless invited to do so (e.g., asking procedural questions). The Advisor may not make a presentation or represent their advisee[33] during any meeting or proceeding and may not speak on behalf of the advisee to the Investigator or other Decision-Maker except during a hearing proceeding during questioning.

The parties are expected to ask and respond to questions on their own behalf throughout the investigation phase of the Resolution Process. Although the Advisor generally may not speak on behalf of their advisee, the Advisor may consult with their advisee, either privately as needed, or by conferring or passing notes during any Grievance Process meeting or interview. For longer or more involved discussions, the parties and their Advisors should ask for breaks to allow for private consultation.

Any Advisor who oversteps their role as defined by this Policy, or who refuses to comply with the School's established rules of decorum for the hearing, will be warned. If the Advisor continues to disrupt or otherwise fails to respect the limits of the Advisor role, the meeting/interview/hearing may be ended, or other appropriate measures implemented, including the School requiring the party to use a different Advisor or providing a different School-appointed Advisor. Subsequently, the Title IX Coordinator will determine how to address the Advisor's noncompliance and future role.

F. SHARING INFORMATION WITH THE ADVISOR

The School expects that the parties may wish to have the School share documentation and evidence related to the allegations with their Advisors. The School provides a consent form that authorizes the School to share such information directly with a party's Advisor. The parties must either complete and submit this form to the Title IX Coordinator or provide similar documentation demonstrating consent to a release of information to the Advisor before the School is able to share records with an Advisor.

Advisors appointed by the School will not be asked to disclose details of their interactions with their advisees to School officials or Decision-Makers.

G. PRIVACY OF RECORDS SHARED WITH ADVISOR

Advisors are expected to maintain the privacy of the records shared with them. These records may not be shared with third parties, disclosed publicly, or used for purposes not explicitly authorized by the School. The School may restrict the role of any Advisor who does not respect the sensitive nature of the process or who fails to abide by the School's privacy expectations.

H. EXPECTATIONS OF AN ADVISOR

The School generally expects an Advisor to adjust their schedule to allow them to attend School meetings/interviews/hearings when planned, but the School may change scheduled meetings/interviews/hearings to accommodate an Advisor's inability to attend, if doing so does not cause an unreasonable delay.

The School may also make reasonable provisions to allow an Advisor who cannot be present in person to attend a meeting/interview/hearing by telephone, video conferencing, or other similar technologies as may be convenient and available.

I. EXPECTATIONS OF THE PARTIES WITH RESPECT TO ADVISORS

A party may elect to change Advisors during the process and is not obligated to use the same Advisor throughout. The parties are expected to inform the Investigator of the identity of their Advisor at least four (4) business days before the date of their first meeting with Investigators (or as soon as possible if a more expeditious meeting is necessary or desired).

The parties are expected to provide timely notice to the Title IX Coordinator if they change Advisors at any time. It is assumed that if a party changes Advisors, consent to share information with the previous Advisor is terminated, and a release for the new Advisor should be secured. Parties are expected to inform the Title IX Coordinator of the identity of their hearing Advisor at least four (4) business days before the hearing.

J. ASSISTANCE IN SECURING AN ADVISOR[34]

For representation, Respondents may wish to contact organizations such as:

- Families Advocating for Campus Equality (http://www.facecampusequality.org)
- Stop Abusive and Violent Environments (http://www.saveservices.org)
  Complainants may wish to contact organizations such as:
- The Victim Rights Law Center (http://www.victimrights.org)
- The National Center for Victims of Crime (http://www.victimsofcrime.org), which maintains the Crime Victim's Bar Association
- The Time's Up Legal Defense Fund (https://nwlc.org/times-up-legal-defense-fund/)

6. RESOLUTION PROCESSES

Resolution proceedings are private. All persons present at any time during the Resolution Process are expected to maintain the privacy of the proceedings in accordance with School Policy.

Although there is an expectation of privacy around what Investigators share with parties during interviews, the parties have discretion to share their own knowledge and evidence with others if they so choose, except for information the parties agree not to disclose as part of an Informal Resolution. The School encourages parties to discuss any sharing of information with their Advisors before doing so.

The Formal Grievance Process is the School's primary resolution approach unless Informal Resolution is elected by all parties and the School.

A. INFORMAL RESOLUTION

Three options for Informal Resolution are detailed in this section.

- **Supportive Resolution**. When the Title IX Coordinator can resolve the matter informally by providing supportive measures (only) to remedy the situation
- **Alternative Resolution.** When the parties agree to resolve the matter through an Alternative Resolution mechanism including mediation, restorative practices, facilitated dialogue, etc., as described below, often before a formal investigation takes place (See Section B)
- **Accepted Responsibility**. When the Respondent accepts responsibility for violating policy, and desires to accept the recommended sanction(s) and end the Resolution Process (See Section C)

To initiate Informal Resolution, a Complainant must submit a Formal Complaint, as defined above. A Respondent who wishes to initiate Informal Resolution should contact the Title IX Coordinator. The parties may agree, as a condition of engaging in Informal Resolution, that statements made, or evidence shared, during the Informal Resolution process will not be considered in the Formal Grievance Process unless all parties consent. It is not necessary to pursue Informal Resolution first in order to pursue a Formal Grievance Process, and any party participating in Informal Resolution can stop the process at any time and begin or resume the Formal Grievance Process. The parties may not enter into an agreement that requires the School to impose specific sanctions, though the parties can agree to certain restrictions or other courses of action. For example, the parties cannot require a Future Professional be terminated, but the parties can agree that the Respondent will temporarily or permanently withdraw. The only Informal Resolution Process that can result in sanctions levied by the School is "Accepted Responsibility." The Title IX Coordinator has discretion to determine whether an investigation will be paused or limited during Informal Resolution, or if it will continue during the Informal Resolution process.

Prior to implementing Informal Resolution, the School will provide the parties with written notice of the reported misconduct and any sanctions (only in the case of Accepted Responsibility) or measures that may result from participating in such a process, including information regarding any records that will be maintained or shared by the School.

The School will obtain voluntary, written confirmation that all parties wish to resolve the matter through Informal Resolution before proceeding and will not pressure the parties to participate in Informal Resolution.

B. ALTERNATIVE RESOLUTION APPROACHES

Alternative Resolution is an informal approach, including mediation, restorative practices, facilitated dialogue, etc., by which the parties reach a mutually agreed upon resolution of a complaint. All parties must consent to the use of an Alternative Resolution approach.

The Title IX Coordinator may consider the following factors to assess whether Alternative Resolution is appropriate, or which form of Alternative Resolution may be most successful for the parties:

- The parties' amenability to Alternative Resolution
- Likelihood of potential resolution, considering any power dynamics between the parties
- The nature and severity of the alleged misconduct
- The parties' motivation to participate
- Civility of the parties
- Results of a violence risk assessment/ongoing risk analysis
- Disciplinary history of the Respondent
- Whether an emergency removal is needed
- Skill of the Alternative Resolution facilitator with this type of complaint
- Complaint complexity
- Emotional investment/capability of the parties
- Rationality of the parties
- Goals of the parties
- Adequate resources to invest in Alternative Resolution (time, staff, etc.)

  The ultimate determination of whether Alternative Resolution is available or successful is made by the Title IX Coordinator. The Title IX Coordinator is authorized to facilitate a resolution that is acceptable to all parties, and/or to accept a resolution that is proposed by the parties, usually through their Advisors, including terms of confidentiality, release, and non-disparagement.

  The Title IX Coordinator maintains records of any resolution that is reached, and failure to abide by the resolution agreement may result in appropriate responsive/disciplinary actions (e.g., referral for formal resolution, referral to the conduct process for failure to comply). Results of complaints resolved by Alternative Resolution are not appealable.

C. RESPONDENT ACCEPTS RESPONSIBILITY FOR ALLEGED VIOLATIONS

The Respondent may accept responsibility for all or part of the alleged policy violations at any point during the Resolution Process. If the Respondent indicates an intent to accept responsibility for all of the alleged misconduct, the formal process will be paused, and the Title IX Coordinator will determine whether Informal Resolution can be used according to the criteria above.

If Informal Resolution is applicable, the Title IX Coordinator will determine whether all parties and the School are able to agree on responsibility, restrictions and/or remedies. If so, the Title IX Coordinator implements the accepted finding that the Respondent is in violation of School policy and implements agreed-upon restrictions and remedies and determines the appropriate sanction(s) in coordination with other appropriate administrator(s), as necessary.

This result is not subject to appeal once all parties indicate their written assent to all agreed upon resolution terms. When the parties cannot agree on all terms of resolution, the Formal Grievance Process will resume at the same point where it was paused [35].

When a resolution is accomplished, the appropriate sanction(s) or responsive actions are promptly implemented to effectively stop the harassment or discrimination, prevent its recurrence, and remedy the effects of the discriminatory conduct, both on the Complainant and the community.

7. FORMAL GRIEVANCE PROCESS POOL

The Formal Grievance Process relies on a pool of individuals[36] ("the Pool") to carry out the process.

A. POOL MEMBER ROLES

Members of the Pool are trained annually and can serve in the following roles at the discretion of the Title IX Coordinator:

- To provide appropriate intake of and initial guidance pertaining to complaints
- To act as an Advisor to the parties
- To serve in a facilitation role in Informal Resolution or Alternative Resolution if appropriately trained in appropriate resolution approaches (e.g., mediation, restorative practices, facilitated dialogue)
- To perform or assist with initial assessment
- To investigate complaints
- To serve as a hearing facilitator (process administrator, no decision-making role)
- To serve as a Decision-Maker regarding the complaint
- To serve as an Appeal Decision-Maker

B. POOL MEMBER TRAINING

Pool members receive comprehensive, trauma-informed[37] annual training. This training includes, but is not limited to:

- The scope of the School's Equal Opportunity, Harassment, and Nondiscrimination Policy and Procedures
- How to conduct investigations and hearings that protect the safety of Complainants and Respondents, and promote accountability
- Implicit bias and racial inequities, both broadly and in school disciplinary processes
- Disparate treatment
- Reporting, confidentiality, and privacy requirements
- Applicable laws, regulations, and federal regulatory guidance
- How to implement appropriate and situation-specific remedies
- How to investigate in a thorough, reliable, timely, and impartial manner
- How to conduct a sexual harassment investigation
- Trauma-informed investigatory and hearing practices that help ensure an impartial and equitable process
- How to uphold fairness, equity, and due process
- How to weigh evidence

- How to conduct questioning
- How to assess credibility
- Impartiality and objectivity
- How to render findings and generate clear, concise, evidence-based rationales
- The definitions of all offenses
- How to apply definitions used by the School with respect to consent (or the absence or negation of consent) consistently, impartially, and in accordance with policy
- How to conduct an investigation and Grievance Process including hearings, appeals, and Informal Resolution Processes
- How to serve impartially by avoiding prejudgment of the facts at issue, conflicts of interest, and bias against Respondents and/or for Complainants, and on the basis of sex, race, religion, and other protected characteristics
- Any technology to be used at a live hearing
- Issues of relevance of questions and evidence
- Issues of relevance to create an investigation report that fairly summarizes relevant evidence
- How to determine appropriate sanctions in reference to all forms of harassment, discrimination, and/or retaliation allegations
- Recordkeeping
- Statistics on the prevalence of sexual harassment and sexual violence in the educational setting, and the differing rates at which Future Professionals experience sexual harassment and sexual assault in the educational setting based on their race, sexual orientation, disability, gender, and gender identity (See Appendix H).

  The materials used to train all members of the Pool are publicly posted on our website.

8. FORMAL GRIEVANCE PROCESS: NOTICE OF INVESTIGATION AND ALLEGATIONS

The Title IX Coordinator will provide written Notice of the Investigation and Allegations (the “NOIA”) to the Respondent upon commencement of the Formal Grievance Process. This facilitates the Respondent’s ability to prepare for the interview and to identify and choose an Advisor to accompany them. The NOIA is also copied to the Complainant, who will be given advance notice of when the NOIA will be delivered to the Respondent.

The NOIA will include:

- A meaningful summary of all allegations
- The identity of the involved parties (if known)
- The precise misconduct being alleged
- The date and location of the alleged incident(s) (if known)
- The specific policies implicated
- A description of the applicable procedures
- A statement of the potential sanctions/responsive actions that could result
- A statement that the School presumes the Respondent is not responsible for the reported misconduct unless and until the evidence supports a different determination
- A statement that determinations of responsibility are made at the conclusion of the process and that the parties will be given an opportunity during the review and comment period to inspect and review all directly related and/or relevant evidence obtained
- A statement about the School’s policy on retaliation
- Information about the confidentiality of the process
- Information on the need for each party to have an Advisor of their choosing and suggestions for ways to identify an Advisor
- A statement informing the parties that the School’s policy prohibits knowingly making false statements, including knowingly submitting false information during the Resolution Process
- Detail on how the party may request disability accommodations during the Resolution Process

- A link to the School's VAWA Brochure
- The name of the Investigator, along with a process to identify to the Title IX Coordinator, in advance of the interview process, any conflict of interest that the Investigator may have
- An instruction to preserve any evidence that is directly related to the allegations

Amendments and updates to the NOIA may be made as the investigation progresses and more information becomes available regarding the addition or dismissal of various allegations.

Notice will be made in writing and may be delivered by one or more of the following methods: in person or emailed to the parties' School-issued email or designated accounts. Once emailed and/or received in-person, notice will be presumptively delivered.

9. RESOLUTION TIMELINE

The School will make a good faith effort to complete the Grievance Process within a sixty to ninety (60–90) business-day time period, including appeal if any, which can be extended as necessary for appropriate cause by the Title IX Coordinator, who will provide notice and rationale for any extensions or delays to the parties as appropriate, as well as an estimate of how much additional time will be needed to complete the process.

The School will not unreasonably deny a Future Professional party's request for an extension of a deadline related to a complaint during periods of examinations or school closures.

10. APPOINTMENT OF INVESTIGATORS

Once the decision to commence a formal investigation is made, the Title IX Coordinator appoints individuals to conduct the investigation, usually within five (5) business days of determining that an investigation should proceed.

11. ENSURING IMPARTIALITY

Any individual materially involved in the administration of the Grievance Process including the Title IX Coordinator, Investigator, and Decision-Maker may neither have nor demonstrate a conflict of interest or bias for a party generally, or for a specific Complainant or Respondent.

The Title IX Coordinator will vet the assigned Investigator for impartiality by ensuring there are no actual or apparent conflicts of interest or disqualifying biases. At any time during the Resolution Process, the parties may raise a concern regarding bias or conflict of interest, and the Title IX Coordinator will determine whether the concern is reasonable and supportable. If so, another Pool member will be assigned and the impact of the bias or conflict, if any, will be remedied. If the source of the conflict of interest or bias is the Title IX Coordinator, concerns should be raised with the Director.

The Formal Grievance Process involves an objective evaluation of all relevant evidence obtained, including evidence that supports that the Respondent engaged in a policy violation and evidence that supports that the Respondent did not engage in a policy violation. Credibility determinations may not be based solely on an individual's status or participation as a Complainant, Respondent, or witness.

The School operates with the presumption that the Respondent is not responsible for the reported misconduct unless and until the Respondent is determined to be responsible for a policy violation by the applicable standard of proof.

12. INVESTIGATION TIMELINE

Investigations are completed expeditiously, normally within sixty (60) business days, though some investigations may take many weeks or even months, depending on the nature, extent, and complexity of the allegations, availability of witnesses, law enforcement involvement, etc.

The School will make a good faith effort to complete investigations as promptly as circumstances permit and will communicate regularly with the parties to update them on the progress and timing of the investigation.

13. INVESTIGATION PROCESS DELAYS AND INTERACTIONS WITH LAW ENFORCEMENT

The School may undertake a short delay in its investigation (several days to a few weeks) if circumstances require. Such circumstances include but are not limited to: a request from law enforcement to temporarily delay the investigation, the need for language assistance, the absence of parties and/or witnesses, and/or health conditions.

The School will communicate the anticipated duration of the delay and reason to the parties in writing and provide the parties with status updates if necessary. The School will promptly resume its investigation and Resolution Process as soon as feasible. During such a delay, the School will implement supportive measures as deemed appropriate.

The School's action(s) or processes are not typically altered or precluded on the grounds that civil or criminal charges involving the underlying incident(s) have been filed or that criminal charges have been dismissed or reduced.

14. INVESTIGATION PROCESS STEPS

All investigations are thorough, reliable, impartial, prompt, and fair. Investigations involve interviews with all available relevant parties and witnesses; obtaining available, relevant evidence; and identifying sources of expert information, as necessary.

All parties have a full and fair opportunity, through the investigation process, to suggest witnesses and questions, to provide evidence and expert witnesses, and to fully review and respond to all evidence on the record. Recordings of interviews are not provided to the parties, but the parties will have the ability to review the transcript of the interview once the investigation report is compiled.

At the discretion of the Title IX Coordinator, investigations can be combined when complaints implicate a pattern, collusion, and/or other shared or similar actions.

At the discretion of the Title IX Coordinator, investigations can be combined when complaints implicate a pattern, collusion, and/or other shared or similar actions.

- Determine the identity and contact information of the Complainant
- Identify all policies implicated by the alleged misconduct and notify the Complainant and Respondent of all of the specific policies implicated
- Assist the Title IX Coordinator, if needed, with conducting a prompt initial assessment to determine whether the allegations indicate a potential policy violation
- Commence a thorough, reliable, and impartial investigation by identifying issues and developing a strategic investigation plan, including a witness list, evidence list, intended investigation timeframe, and order of interviews for the parties and witnesses
- Meet with the Complainant to finalize their interview/statement, if necessary
- Work with the Title IX Coordinator, as necessary, to prepare the initial Notice of Investigation and Allegations (NOIA); the NOIA may be amended with any additional or dismissed allegations
    - Notice should inform the parties of their right to have the assistance of an Advisor, who could be School-appointed or an Advisor of their choosing present for all meetings attended by the party
- Provide each interviewed party and witness an opportunity to review and verify the Investigator's summary notes (or transcript) of the relevant evidence/testimony from their respective interviews and meetings
- Make good faith efforts to notify each party of any meeting or interview involving another party, in advance when possible
- When participation of a party is expected, provide that party with written notice of the date, time, and location of the meeting, as well as the expected participants and purpose
- Interview all available, relevant witnesses and conduct follow-up interviews as necessary
- Allow each party the opportunity to suggest witnesses and questions they wish the Investigator to ask of another party and/or witnesses, and document in the report which questions were asked, with a rationale for any changes or omissions
- Complete the investigation promptly and without unreasonable deviation from the intended timeline
- Provide regular status updates to the parties throughout the investigation

- Prior to the conclusion of the investigation, provide the parties and their respective Advisors (if so desired by the parties) with a list of witnesses whose information will be used to render a finding
- Write a comprehensive investigation report fully summarizing the investigation, all witness interviews, and addressing all relevant evidence; appendices including relevant physical or documentary evidence will be included
- Gather, assess, and synthesize evidence, but make no conclusions, engage in no policy analysis, and render no recommendations as part of their report
- Prior to the conclusion of the investigation, provide the parties and their respective Advisors (if so desired by the parties) a secured electronic or hard copy of the draft investigation report as well as an opportunit to inspect and review all of the evidence obtained as part of the investigation that is directly related to the reported misconduct, including evidence upon which the School does not intend to rely in reaching a determination, for a ten (10) business-day review and comment period so that each party may meaningfully respond to the evidence; the parties may elect to waive the full ten (10) days
- Elect to respond in writing in the investigation report to the parties' submitted responses and/or to share the responses between the parties for additional responses
- Incorporate relevant elements of the parties' written responses into the final investigation report, include any additional relevant evidence, make any necessary revisions, and finalize the report; the Investigator should document all rationales for any changes made after the review and comment period
- Share the report with the Title IX Coordinator and/or legal counsel for their review and feedback
- Incorporate any relevant feedback and share the final report with all parties and their Advisors through secure electronic transmission or hard copy at least ten (10) business days prior to a hearing; the parties and Advisors are also provided with a file of any directly related evidence that was not included in the report

15. WITNESS ROLE AND PARTICIPATION IN THE INVESTIGATION

Witnesses (as distinguished from the parties) who are employees of the School are strongly encouraged to cooperate with and participate in the School's investigation and Resolution Process. Future Professionals who are named as witnesses and witnesses from outside the School's community are encouraged to cooperate with School investigations and to share what they know about a complaint.

Although in-person interviews for parties and all potential witnesses are ideal, circumstances may require individuals to be interviewed remotely. Skype, Zoom, Microsoft Teams, FaceTime, Webex, or similar technologies may be used for interviews if the Investigator determine that timeliness, efficiency, or other reasons dictate a need for remote interviewing. The School will take appropriate steps to reasonably ensure the security/privacy of remote interviews.

Witnesses may also provide written statements in lieu of interviews or choose to respond to written questions, if deemed appropriate by the Investigator, though not preferred.

16. INTERVIEW RECORDING

No unauthorized audio or video recording of any kind is permitted during investigation meetings. If the Investigator elects to audio and/or video record interviews, all involved parties should be made aware of and consent[38] to audio and/or video recording.

17. EVIDENTIARY CONSIDERATIONS[39-40]

Neither the investigation nor the hearing will consider: (1) incidents not relevant or not directly related to the possible violation(s), unless they evidence a pattern; (2) questions and evidence about the Complainant's sexual predisposition; or (3) questions and evidence about the Complainant's prior or subsequent sexual behavior, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior or subsequent sexual behavior with respect to the Respondent and are offered to prove consent.

Within the boundaries stated above, the investigation and the hearing can consider character evidence generally, if offered, but that evidence is unlikely to be relevant unless it is fact evidence or relates to a pattern of conduct.

18. REFERRAL FOR HEARING

Provided that the complaint is not resolved through Informal Resolution, once the final investigation report is shared with the parties, the Title IX Coordinator will refer the matter for a hearing.

The hearing cannot be held less than ten (10) business days from the conclusion of the investigation—when the final investigation report is transmitted to the parties and the Decision-Maker—unless all parties and the Decision-Maker agree to an expedited timeline.

The Title IX Coordinator will select the Decision-Maker and provide a copy of the investigation report and the file of directly related evidence.

19. HEARING DECISION-MAKER COMPOSITION

The School will designate a single Decision-Maker, at the discretion of the Title IX Coordinator. The single Decision-Maker will also Chair the hearing.

The Decision-Maker will not have had any previous involvement with the complaint. The Title IX Coordinator may elect to have an alternate sit in throughout the hearing process in the event that a substitute is needed for any reason.

Those who have served as Investigators will be witnesses in the hearing and therefore may not serve as a Decision-Maker. Those who are serving as Advisors for any party may not serve as a Decision-Maker in that matter.

The Title IX Coordinator may not serve as a Decision-Maker or Chair in the matter but may serve as an administrative facilitator of the hearing if their previous role(s) in the matter do not create a conflict of interest. Otherwise, a designee may fulfill the facilitator role. The hearing will convene at a time and venue determined by the Title IX Coordinator or designee.

20. ADDITIONAL EVIDENTIARY CONSIDERATIONS IN THE HEARING

Previous disciplinary action of any kind involving the Respondent may not be used unless there is an allegation of a pattern of misconduct. Such information may also be considered in determining an appropriate sanction upon a determination of responsibility, assuming the School uses a progressive discipline system. This information is only considered at the sanction stage of the process and is not shared until then.

The parties may each submit a written impact statement prior to the hearing for the consideration of the Decision-Maker at the sanction stage of the process when a determination of responsibility is reached.

After post-hearing deliberation, the Decision-Maker renders a determination based on the preponderance of the evidence; whether it is more likely than not that the Respondent violated the Policy as alleged.

21. HEARING NOTICE

No less than ten (10) business days prior to the hearing[41], the Title IX Coordinator or the Chair will send notice of the hearing to the parties. Once emailed and/or received in-person, notice will be presumptively delivered.

The notice will contain:

- A description of the alleged violation(s), a list of all policies allegedly violated, a description of the applicable hearing procedures, and a statement of the potential sanctions/responsive actions that could result.
- The time, date, and location of the hearing.
- Description of any technology that will be used to facilitate the hearing.
- Information about the option for the live hearing to occur with the parties located in separate rooms using technology that enables the Decision-Maker and parties to see and hear a party or witness answering questions. Such a request must be raised with the Title IX Coordinator as soon as possible, preferably at least five (5) business days prior to the hearing.

- A list of all those who will attend the hearing, along with an invitation to object to any Decision-Maker based on demonstrated bias or conflict of interest. This must be raised with the Title IX Coordinator at least two (2) business days prior to the hearing.
- Information on how the hearing will be recorded and how the parties can access the recording after the hearing.
- A statement that if any party or witness does not appear at the scheduled hearing, the hearing may be held in their absence. For compelling reasons, the Chair may reschedule the hearing.
- Notification that the parties may have the assistance of an Advisor of their choosing at the hearing and will be required to have one present for any questions they may desire to ask. The party must notify the Title IX Coordinator if they wish to conduct cross-examination and do not have an Advisor, and the School will appoint one. Each party must have an Advisor present if they intend to cross-examine others. There are no exceptions.
- A statement that questions that are repetitive, irrelevant, or harassing are prohibited.
- A statement that parties may note an objection to questions posed42.
- A copy of all the materials provided to the Decision-Maker about the complaint unless they have already been provided[43].
- An invitation to each party to submit to the Chair an impact statement pre-hearing that the Decision-Maker will review during any sanction determination.
- An invitation to contact the Title IX Coordinator to arrange any disability accommodations, language assistance, and/or interpretation services that may be needed at the hearing, at least seven (7) business days prior to the hearing.
- Whether parties can/cannot bring mobile phones/devices into the hearing.

22. ALTERNATIVE HEARING PARTICIPATION OPTIONS

If a party or parties prefer not to attend or cannot attend the hearing in person, the party should request alternative arrangements from the Title IX Coordinator or the Chair as soon as possible, preferably at least five (5) business days prior to the hearing.

The Title IX Coordinator or the Chair can arrange to use technology to allow remote testimony without compromising the fairness of the hearing. Remote options may also be needed for witnesses who cannot appear in person. Any witness who cannot attend in person should let the Title IX Coordinator or the Chair know as soon as possible, preferably at least five (5) business days prior to the hearing so that appropriate arrangements can be made.

23. PRE-HEARING PREPARATION

After any necessary consultation with the parties, the Title IX Coordinator will provide the names of persons who have been asked to participate in the hearing, all pertinent documentary evidence, and the final investigation report to the parties at least ten (10) business days prior to the hearing.

Any witness scheduled to participate in the hearing must have been first interviewed by the Investigator, unless all parties and the Chair assent to the witness's participation in the hearing. The same holds for any relevant evidence that is first offered at the hearing. If the parties and Chair do not assent to the admission of evidence newly offered at the hearing, the Chair may delay the hearing and/or instruct that the investigation needs to be re-opened to consider that evidence [44].

The parties will be given the name of the Decision-Maker at least five (5) business days in advance of the hearing. All objections to the Decision-Maker must be raised in writing, detailing the rationale for the objection, and must be submitted to the Title IX Coordinator as soon as possible and no later than five (5) business days prior to the hearing. The Decision-Maker will only be removed if the Title IX Coordinator concludes that their actual or perceived bias or conflict of interest precludes an impartial hearing of the complaint.

The Title IX Coordinator will give the Decision-Maker a list of the names of all parties, witnesses, and Advisors at least five (5) business days in advance of the hearing. If the Decision-Maker cannot make an objective determination, they must recuse themselves from the proceedings when notified of the identity of the parties, witnesses, and

Advisors in advance of the hearing. If a Decision-Maker is unsure of whether a bias or conflict of interest exists, they must raise the concern to the Title IX Coordinator as soon as possible.

During the ten (10)-business-day period prior to the hearing, the parties have the opportunity for continued review and comment on the final investigation report and available evidence. That review and comment can be shared with the Chair at a pre-hearing meeting or at the hearing and will be exchanged between each party by the Chair.

24. PRE-HEARING MEETINGS

The Chair may convene a pre-hearing meeting, or meetings, with the parties and/or their Advisors and invite them to submit the questions or topics they (the parties and/or their Advisors) wish to ask or discuss at the hearing, so that the Chair can rule on their relevance ahead of time to avoid any improper evidentiary introduction in the hearing or to provide recommendations for more appropriate phrasing.

However, this advance review opportunity does not preclude the Advisors from asking a question for the first time at the hearing or from asking for a reconsideration on a pre-hearing ruling by the Chair based on any new information or testimony offered at the hearing. The Chair must document and share with each party their rationale for any exclusion or inclusion at a pre-hearing meeting.

The Chair, only with full agreement of the parties, may decide in advance of the hearing that certain witnesses do not need to be present if their testimony can be adequately summarized by the Investigator in the investigation report or during the hearing.

At each pre-hearing meeting with a party and/or their Advisor, the Chair will consider arguments that evidence identified in the final investigation report as relevant is, in fact, not relevant. Similarly, evidence identified as directly related but not relevant by the Investigator may be argued to be relevant. The Chair may rule on these arguments pre-hearing and will exchange those rulings between the parties prior to the hearing to assist in preparation for the hearing. The Chair may consult with legal counsel and/or the Title IX Coordinator or ask either or both to attend pre-hearing meetings.

The pre-hearing meeting(s) will not be recorded. The pre-hearing meetings may be conducted as separate meetings with each party/Advisor, with all parties/Advisors present at the same time, remotely, or as a written-only exchange. The Chair will work with the parties to establish the format.

25. HEARING PROCEDURES

At the hearing, the Decision-Maker has the authority to hear and make determinations on all allegations of discrimination, harassment, and/or retaliation and may also hear and make determinations on any additional alleged policy violations that occurred in concert with the discrimination, harassment, and/or retaliation, even though those collateral allegations may not specifically fall within the Equal Opportunity, Harassment, and Nondiscrimination Policy.

Participants at the hearing include the Chair, the Investigator who conducted the investigation, the parties, Advisors to the parties, any called witnesses, the Title IX Coordinator, the hearing facilitator, and anyone providing authorized accommodations, interpretation, and/or assistive services. The Chair will answer all questions of procedure.

Anyone appearing at the hearing to provide information will respond to questions on their own behalf.

The Chair will allow witnesses who have relevant information to appear at a portion of the hearing to respond to specific questions from the Decision-Maker and the parties, and the witnesses will then be excused.

26. JOINT HEARINGS

In hearings involving more than one Respondent and/or involving more than one Complainant who has accused the same individual of substantially similar conduct, the default procedure will be to hear the allegations jointly.

However, the Title IX Coordinator may permit the investigation and/or hearings pertinent to each Respondent or complaint to be conducted separately if there is a compelling reason to do so. In joint hearings, separate determinations of responsibility will be made for each Respondent and/or for each complaint with respect to each alleged policy violation.

27. THE ORDER OF THE HEARING—INTRODUCTIONS AND EXPLANATION OF PROCEDURE

The Chair explains the procedures and introduces the participants. This may include a final opportunity for challenge or recusal of the Decision-Maker based on bias or conflict of interest. The Chair will rule on any such challenge unless the Chair is the individual who is the subject of the challenge, in which case the Title IX Coordinator will review the challenge and decide.

The Chair then conducts the hearing according to the hearing script. At the hearing, recording, witness logistics, party logistics, curation of documents, separation of the parties, and other administrative elements of the hearing process are managed by a non-voting hearing facilitator/case manager appointed by the Title IX Coordinator[45].

The hearing facilitator may attend to: logistics of rooms for various parties/witnesses as they wait; flow of parties/witnesses in and out of the hearing space; ensuring recording and/or virtual conferencing technology is working as intended; copying and distributing materials to participants, as appropriate, etc.

28. INVESTIGATOR PRESENTATION OF FINAL INVESTIGATION REPORT

The Investigator will present a summary of the final investigation report, including items that are contested and those that are not, and will be subject to questioning by the Decision-Maker and the parties (through their Advisors).

Neither the parties nor the Decision-Maker should ask the Investigator their opinions on credibility, recommended findings, or determinations, and Advisors and parties will refrain from discussion of or questions for Investigators about these assessments. If such information is introduced, the Chair will direct that it be disregarded.

29. TESTIMONY AND QUESTIONING

Once the Investigator presents the report and responds to questions, the parties and witnesses may provide relevant information in turn, beginning with the Complainant, and then in the order determined by the Chair. The hearing will facilitate questioning of parties and witnesses by the Decision-Maker and then by the parties through their Advisors.

All questions are subject to a relevance determination by the Chair. The Advisor, who will remain seated during questioning, will pose the proposed question orally, electronically, or in writing (orally is the default, but other means of submission may be permitted by the Chair upon request if agreed to by all parties and the Chair), the proceeding will pause to allow the Chair to consider the question (and state it if it has not already been stated aloud), and the Chair will determine whether the question will be permitted, disallowed, or rephrased. The Chair may invite explanations or persuasive statements regarding relevance with the Advisors if the Chair so chooses. The Chair will then state their decision on the question for the record and advise the party/witness to whom the question was directed, accordingly. The Chair will explain any decision to exclude a question as not relevant, or to reframe it for relevance.

The Chair will limit or disallow questions on the basis that they are irrelevant, unduly repetitious (and thus irrelevant), or abusive. The Chair has final say on all questions and determinations of relevance. The Chair may consult with legal counsel on any questions of admissibility. The Chair may ask Advisors to frame why a question is or is not relevant from their perspective but will not entertain argument from the Advisors on relevance once the Chair has ruled on a question.

If the parties raise an issue of bias or conflict of interest of an Investigator or Decision-Maker at the hearing, the Chair may elect to address those issues, consult with legal counsel, refer them to the Title IX Coordinator, and/or preserve them for appeal. If bias is not an issue at the hearing, the Chair should not permit irrelevant questions that probe for bias.

30. REFUSAL TO SUBMIT TO QUESTIONING; INFERENCES

Any party or witness may choose not to offer evidence and/or answer questions at the hearing, either because they do not attend the hearing, or because they attend but refuse to participate in some or all questioning. The Decision-Maker can only rely on whatever relevant evidence is available through the investigation and hearing in making the ultimate determination of responsibility. The Decision-Maker may not draw any inference solely from a party's or witness's absence from the hearing or refusal to submit to cross-examination or answer other questions.

An Advisor may not be called as a witness at a hearing to testify to what their advisee has told them during their role as an Advisor unless the party being advised consents to that information being shared. It is otherwise considered off-limits, and an Advisor who is a School employee is temporarily alleviated from Mandated Reporter responsibilities related to their interaction with their advisee during the Resolution Process.

31. HEARING RECORDINGS

Hearings are recorded by the School for purposes of review in the event of an appeal. The parties may not record the proceedings and no other unauthorized recordings are permitted.

The Decision-Maker, the parties, their Advisors, and appropriate administrators of the School will be permitted to review the recording or review a transcript of the recording, upon request to the Title IX Coordinator. No person will be given or be allowed to make a copy of the recording without permission of the Title IX Coordinator.

32. DELIBERATION, DECISION-MAKING, AND STANDARD OF PROOF

The Decision-Maker will determine whether the Respondent is responsible for the policy violation(s) in question. The preponderance of the evidence standard of proof is used. The hearing facilitator may be consulted by the Chair, but is only to facilitate procedurally, not to address the substance of the allegations.

When there is a finding of responsibility on one or more of the allegations, the Decision-Maker may then consider the previously submitted party impact and/or mitigation statement(s) in determining appropriate sanction(s). The Chair will ensure that each of the parties has an opportunity to review any submitted impact and/or mitigation statement(s) once they are submitted.

The Decision-Maker will also review any pertinent conduct history provided by the appropriate School employee and will determine the appropriate sanction(s).

The Chair will then prepare a written statement detailing all findings and final determinations, the rationale(s) explaining the decision(s), the evidence used in support of the determination(s), the evidence not relied upon in the determination(s), any credibility assessments, and any sanction(s) and rationales explaining the sanction(s) and will deliver the statement to the Title IX Coordinator.

This statement is typically three to five (3-5) pages in length and must be submitted to the Title IX Coordinator within two (2) business days of the end of deliberations unless the Title IX Coordinator grants an extension. If an extension is granted, the Title IX Coordinator will notify the parties.

33. NOTICE OF OUTCOME

Using the deliberation statement, the Title IX Coordinator will work with the Chair to prepare a Notice of Outcome letter. The Title IX Coordinator will then share the letter, which includes the final determination, rationale, and any applicable sanction(s), with the parties and their Advisors within five (5) business days of receiving the deliberation statement.

The Notice of Outcome will be shared with the parties simultaneously. Notification will be made in writing and may be delivered by one or more of the following methods: in person or emailed to the parties' School-issued email or otherwise approved account. Once emailed and/or received in-person, notice will be presumptively delivered.

The Notice of Outcome will articulate the specific alleged policy violation(s), including the relevant policy section(s), and will contain a description of the procedural steps taken by the School from the receipt of the misconduct report to the determination, including any and all notifications to the parties, interviews with parties and witnesses, site visits, methods used to obtain evidence, and hearings held.

The Notice of Outcome will specify the finding for each alleged policy violation; the findings of fact that support the determination; conclusions regarding the application of the relevant policy to the facts at issue; a statement of, and rationale for, the result of each allegation to the extent the School is permitted to share such information under state or federal law; any sanction(s) issued which the School is permitted to share according to state or federal law; and whether remedies will be provided to the Complainant to ensure access to the School's educational or employment program or activity.

The Notice of Outcome will also include information on when the results are considered final by the School, will note any changes to the outcome and/or sanction(s) that occur prior to finalization, and the relevant procedures and bases for appeal.

34. RIGHTS OF THE PARTIES (SEE APPENDIX B)

35. SANCTIONS

Factors considered when determining a sanction/responsive action may include, but are not limited to:

- The nature, severity of, and circumstances surrounding the violation(s)
- The Respondent's disciplinary history
- The need for sanctions/responsive actions to bring an end to the discrimination, harassment, and/or retaliation
- The need for sanctions/responsive actions to prevent the future recurrence of discrimination, harassment, and/or retaliation
- The need to remedy the effects of the discrimination, harassment, and/or retaliation on the Complainant and the community
- The impact on the parties
- Any other information deemed relevant by the Decision-Maker

The sanctions will be implemented as soon as is feasible, either upon the outcome of any appeal or the expiration of the window to appeal without an appeal being requested.

The sanctions described in this Policy are not exclusive of, and may be in addition to, other actions taken, or sanctions imposed, by external authorities.

If it is later determined that a party or witness intentionally provided false or misleading information, that action could be grounds for re-opening a Grievance Process at any time, and/or referring that information to another process for resolution.

The sanctions described in this Policy are not exclusive of, and may be in addition to, other actions taken, or sanctions imposed, by external authorities.

If it is later determined that a party or witness intentionally provided false or misleading information, that action could be grounds for re-opening a Grievance Process at any time, and/or referring that information to another process for resolution.

A. FUTURE PROFESSIONAL SANCTIONS

The following are the common sanctions that may be imposed upon Future Professionals singly or in combination:

- *Coaching*: A formal statement that the conduct was unacceptable and a warning that further violation of any School policy, procedure, or directive will result in more severe sanctions/responsive actions.
- *Suspension*: Termination of Future Professional status for a definite period of time not to exceed two years and/or until specific criteria are met.
- *Termination*: Permanent termination of Future Professional status and revocation of rights to be on campus for any reason or to attend School-sponsored events.
- *Other Actions*: In addition to or in place of the above sanctions, the School may assign any other sanctions as deemed appropriate.

B. EMPLOYEE SANCTIONS/RESPONSIVE/CORRECTIVE ACTIONS

Responsive actions for an employee who has engaged in harassment, discrimination, and/or retaliation include:

- *Verbal or Written Warning*
- *Performance Improvement Plan/Management Process*
- *Enhanced Supervision, Observation, or Review*
- *Required Counseling*
- *Required Training or Education*

- *Probation*
- *Denial of Pay Increase/Pay Grade*
- *Loss of Oversight or Supervisory Responsibility*
- *Demotion*
- *Transfer*
- *Reassignment*
- *Assignment to New Supervisor*
- *Restriction of Stipends and/or Professional Development Resources*
- *Suspension/Administrative Leave with Pay*
- *Suspension/Administrative Leave without Pay*
- *Termination*
- *Other Actions*: In addition to or in place of the above sanctions/responsive actions, the School may assign any other responsive actions as deemed appropriate.

36. WITHDRAWAL OR RESIGNATION BEFORE COMPLAINT RESOLUTION

A. FUTURE PROFESSIONALS

Should a Respondent decide not to participate in the Grievance Process, the process proceeds absent their participation to a reasonable resolution. Should a Future Professional Respondent permanently withdraw from the School, the Grievance Process typically ends with a dismissal, as the School has lost primary disciplinary jurisdiction over the withdrawn Future Professional. However, the School may continue the Resolution Process when, at the discretion of the Title IX Coordinator, doing so may be necessary to address safety and/or remedy any ongoing effects of the alleged harassment, discrimination, and/or retaliation.

Regardless of whether the complaint is dismissed or pursued to completion of the Grievance Process, the School will continue to address and remedy any systemic issues or concerns that may have contributed to the alleged violation(s), and any ongoing effects of the alleged harassment, discrimination, and/or retaliation. The Future Professional who withdraws or leaves while the process is pending may not return to the School in any capacity. The appropriate School employees will be notified, accordingly. Such exclusion applies to all School locations.

If the Future Professional Respondent only withdraws or takes a leave for a specified period of time, the Resolution Process may continue remotely and, if found in violation, that Future Professional is not permitted to return to the School unless and until all sanctions, if any, have been satisfied.

B. EMPLOYEES

Should an employee Respondent resign with unresolved allegations pending, the Resolution Process typically ends with dismissal, as the School has lost primary disciplinary jurisdiction over the resigned employee. However, the School may continue the Resolution Process when, at the discretion of the Title IX Coordinator, doing may be necessary to address safety and/or remedy any ongoing effects of the alleged harassment, discrimination, and/or retaliation.

Regardless of whether the matter is dismissed or pursued to completion of the Resolution Process, the School will continue to address and remedy any systemic issues or concerns that contributed to the alleged violation(s), and any ongoing effects of the alleged harassment, discrimination, and/or retaliation.

The employee who resigns with unresolved allegations pending is not eligible for academic admission or rehire with the School or any School location, and the records retained by the Title IX Coordinator will reflect that status.

All School responses to future inquiries regarding employment references for that individual will include that the former employee resigned during a pending disciplinary matter.

37. APPEALS

Any party may submit a written request for appeal (“Request for Appeal”) to the Title IX Coordinator within five (5) business days of the delivery of the Notice of Outcome.

A single Appeal Decision-Maker will Chair the appeal. No Appeal Decision-Maker will have been previously involved in the Grievance Process for the complaint, including in any dismissal appeal that may have been heard earlier in the process.

The Request for Appeal will be forwarded to the Appeal Chair or designee for consideration to determine whether the request meets the grounds for appeal (a Review for Standing). This review is not a review of the merits of the appeal, but solely a determination as to whether the request meets the grounds and is timely filed.

A. GROUNDS FOR APPEAL

Appeals are limited to the following grounds:

- A procedural irregularity affected the outcome of the matter
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, which could affect the outcome of the matter
- The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against Complainants or Respondents generally or the specific Complainant or Respondent that affected the outcome of the matter

  If any of the grounds in the Request for Appeal do not meet the grounds in this Policy, that request will be denied by the Appeal Chair, and the parties and their Advisors will be notified in writing of the denial and the rationale.

  If any of the grounds in the Request for Appeal meet the grounds in this Policy, then the Appeal Chair will notify all parties and their Advisors, the Title IX Coordinator, and, when appropriate, the Investigator, and/or the original Decision-Maker.

  All other parties and their Advisors, the Title IX Coordinator, and, when appropriate, the Investigator and/or the original Decision-Maker will be emailed and/or provided a hard copy of the Request for Appeal with the approved grounds and then be given five (5) business days to submit a response to the portion of the appeal that was approved and involves them. All responses, if any, will be forwarded by the Appeal Chair to all parties for review and comment.

  The non-appealing party (if any) may also choose to appeal at this time. If so, that will be reviewed to determine whether it meets the grounds in this Policy by the Appeal Chair and either denied or approved. If approved, it will be forwarded to the party who initially requested an appeal, the Title IX Coordinator, and the Investigator and/or original Decision-Maker, as necessary, who will submit their responses, if any, within five (5) business days. Any such responses will be circulated for review and comment by all parties. If not approved, the parties will be notified accordingly, in writing.

  Neither party may submit any new requests for appeal after this time period. The Appeal Chair will collect any additional information needed and all documentation regarding the approved grounds for appeal, and the subsequent responses will be shared with the Appeal Chair and the Chair will render a decision within no more than five (5) business days, barring exigent circumstances. All decisions apply the preponderance of the evidence.

  A Notice of Appeal Outcome will be sent to all parties simultaneously. The Notice of Appeal Outcome will specify the finding on each ground for appeal, any specific instructions for remand or reconsideration, any sanction(s) that may result which the School is permitted to share according to state or federal law, and the rationale supporting the essential findings to the extent the School is permitted to share under state or federal law.

  Notification will be made in writing and may be delivered by one or more of the following methods: in person or emailed to the parties' School-issued email or otherwise approved account. Once emailed and/or received in-person, notice will be presumptively delivered.

B. SANCTIONS STATUS DURING THE APPEAL

Any sanctions imposed as a result of the hearing are stayed (i.e., not implemented) during the appeal process. Supportive measures may be reinstated, subject to the same supportive measure procedures above.

If any of the sanctions are to be implemented immediately post-hearing, but pre-appeal, then the emergency removal procedures (detailed above) for a show cause meeting on the justification for doing so must be permitted within 48 hours of implementation.

If the original sanctions include separation in any form, the School may place a hold on graduations, continued enrollment, etc., pending the outcome of an appeal. The Respondent may request a stay of these holds from the Title IX Coordinator within two (2) business days of the notice of the sanctions. The request will be evaluated by the Title IX Coordinator or designee, whose determination is final.

C. APPEAL CONSIDERATIONS

- Appeals are not intended to provide for a full re-hearing (de novo) of the allegation(s). In most cases, appeals are confined to a review of the written documentation or record of the original hearing and pertinent documentation regarding the specific grounds for appeal.
- Decisions on appeal are to be deferential to the original determination, making changes to the finding only when there is clear error and to the sanction(s)/responsive action(s) only if there is a compelling justification to do so.
- An appeal is not an opportunity for the Appeal Decision-Maker to substitute their judgment for that of the original Decision-Maker merely because they disagree with the finding and/or sanction(s).
- The Appeal Chair/Decision-Maker may consult with the Title IX Coordinator and/or legal counsel on questions of procedure or rationale, for clarification, if needed. Documentation of all such consultation will be maintained.
- Appeals granted should normally be remanded (or partially remanded) to the original Investigator and/or Decision-Maker for reconsideration.
- Once an appeal is decided, the outcome is final: further appeals are not permitted, even if a decision or sanction is changed on remand (except in the case of a new hearing).
- In rare cases where an error cannot be cured by the original Decision-Maker (as in cases of bias), the Appeal Chair/Decision-Maker may order a new investigation and/or a new hearing with new Pool members serving in the Investigator and Decision-Maker roles.
- The results of a remand to a Decision-Maker cannot be appealed. The results of a new hearing can be appealed (once) on any of the three available appeal grounds.
- In cases that result in reinstatement to the School or resumption of privileges, all reasonable attempts will be made to restore the Respondent to their prior status, recognizing that some opportunities lost may be irreparable in the short term.

38. LONG-TERM REMEDIES/OTHER ACTIONS

Following the conclusion of the Resolution Process, and in addition to any sanctions implemented, the Title IX Coordinator may implement additional long-term remedies or actions with respect to the parties and/or the School community that are intended to stop the harassment, discrimination, and/or retaliation, remedy the effects, and prevent reoccurrence.

These remedies/actions may include, but are not limited to:

- Referral to the Employee Assistance Program
- Referral to the Student Wellness Program
- Education to the individual and/or the community
- Permanent alteration of work arrangements for employees
- Climate surveys
- Policy modification and/or training
- Provision of transportation assistance
- Implementation of long-term contact limitations between the parties
- Implementation of adjustments to academic deadlines, course schedules, etc.

At the discretion of the Title IX Coordinator, certain long-term support or measures may also be provided to the parties even if no policy violation is found.

When no policy violation is found, the Title IX Coordinator will address any remedies the School owes the Respondent to ensure no effective denial of educational access.

The School will maintain the confidentiality of any long-term remedies/actions/measures, provided confidentiality does not impair the School's ability to provide these services.

39. FAILURE TO COMPLY WITH SANCTIONS AND/OR RESPONSIVE ACTIONS

All Respondents are expected to comply with the assigned sanctions, responsive actions, and/or corrective actions within the timeframe specified by the final Decision-Maker (including the Appeal Chair/Decision-Maker).

Failure to abide by the sanction(s)/action(s) imposed by the date specified, whether by refusal, neglect, or any other reason, may result in additional sanction(s)/action(s), including suspension and/or termination from the School. Supervisors are expected to enforce completion of sanctions/responsive actions for their employees.

A suspension will only be lifted when compliance is achieved to the satisfaction of the Title IX Coordinator.

40. RECORDKEEPING

The School will maintain for a period of at least seven (7) years following the conclusion of the Resolution Process, records of:

1. Each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript required under federal regulation
2. Any disciplinary sanctions imposed on the Respondent
3. Any remedies provided to the Complainant designed to restore or preserve equal access to the School's education program or activity
4. Any appeal and the result therefrom
5. Any Informal Resolution and the result therefrom
6. All materials used to train Title IX Coordinators, Investigators, Decision-Makers, and any person who facilitates an Informal Grievance Process. The School will make these training materials publicly available on the School's website
7. Any actions, including any supportive measures, taken in response to a report or Formal Complaint of sexual harassment, including:
    - The basis for all conclusions that the response was not deliberately indifferent
    - Any measures designed to restore or preserve equal access to the School's education program or activity
    - If no supportive measures were provided to the Complainant, document the reasons why such a response was not clearly unreasonable in light of the known circumstances

The School will also maintain any and all records in accordance with state and federal laws.

41. DISABILITY ACCOMMODATIONS IN THE GRIEVANCE PROCESS

The School is committed to providing reasonable accommodations and support to qualified Future Professionals, employees, or others with disabilities to ensure equal access to the School's Grievance Process.

Anyone needing such accommodations or support should contact the ADA/504 Coordinator, who will review the request and, in consultation with the person requesting the accommodation and the Title IX Coordinator, determine which accommodations are appropriate and necessary for full participation in the process.

42. REVISION OF THIS POLICY AND PROCEDURES

This Policy and procedures supersede any previous policies addressing harassment, sexual misconduct, discrimination, and/or retaliation for incidents occurring on or after August 14, 2020, under Title IX and will be reviewed and updated annually by the Title IX Coordinator. The School reserves the right to make changes to this document as necessary, and once those changes are posted online, they are in effect.

During the Resolution Process, the Title IX Coordinator may make minor modifications to procedures that do not materially jeopardize the fairness owed to any party, such as to accommodate summer schedules. The Title IX Coordinator may also vary procedures materially with notice (on the School's website, with the appropriate effective date identified) upon determining that changes to law or regulation require Policy or procedural alterations not reflected in this Policy and procedures.

If government laws or regulations change—or court decisions alter—the requirements in a way that impacts this document, this document will be construed to comply with the most recent government laws or regulations or court holdings.

This document does not create legally enforceable protections beyond the protections of the background state and fedeal laws which frame such policies and codes, generally.
This Policy and procedures are effective September 1, 2022.

APPENDIX A: AN ATIXA FRAMEWORK FOR INFORMAL RESOLUTION (IR)

ATIXA has framed a process for IR that includes three options:

1. A response based on supportive measures
2. A response based on a Respondent accepting responsibility
3. A response based on Alternative Resolution, which could include various approaches and/or facilitation of dialogue

Alternative Resolution approaches such as mediation, restorative practices, and transformative justice are likely to be used more and more often by postsecondary institutions. ATIXA does not endorse these approaches as better or worse than other formal or informal approaches.

ATIXA believes that if they are to be used in and are effective for sex offenses, they need to be carefully and thoughtfully designed and executed and be facilitated by well-trained personnel who take the necessary time to prepare and lay a foundation for success. Although no approach is a panacea, the framework below can help to lay that foundation, regardless of the approach(es) used.

Here are the principles to be considered in supporting various approaches to Informal Resolution:

- IR can be applied in any sex/gender-based interpersonal conflict but may not be appropriate or advisable in cases involving violent incidents (sexual violence, stalking, domestic and dating violence, severe sexual harassment, sexual exploitation, etc.).
- Situations involving dangerous patterns or significant ongoing threat to the community should not be resolved by IR.
- The determination of whether to permit an IR-based resolution is entirely at the discretion of the Title IX Coordinator (TIXC) and in line with the requirements for IR laid out in the Title IX regulations.
- Any party can end IR early-, mid-, or late-process for any reason or no reason.
- IR can be attempted before and in lieu of formal resolution as a diversionary resolution (although a Formal Complaint must be filed if you are within 34 CFR § 106.30, per OCR).
- Alternative approaches can inform formal resolution, as in a formal resolution model infused with restorative practices.
- IR-based processes could be deployed after formal resolution, as an adjunct healing/catharsis opportunity (that could potentially mitigate sanctions or be a form of sanction).
- Alternative Resolution approaches to IR must be facilitated by the School or a third party. There may be value in creating clearly agreed-upon ground rules, which the parties must sign in advance and agree to abide by, otherwise the Informal Resolution process may be deemed to have failed.
- Technology-facilitated IR can be made available, should the parties not be able or willing to meet in person.
- If IR fails, a formal resolution can take place thereafter. Evidence elicited within the "safe space" of the IR facilitation could be later admissible in the formal resolution unless all parties determine it should not be. This will be clearly spelled out as a term of the decision to engage in the IR process.

- With cases involving violence, the preferred alternative approach typically involves a minimal number of essential parties and is not a restorative circle approach with many constituents, in order to ensure confidentiality.
- Some approaches require a reasonable gesture toward accountability (this could be more than an acknowledgment of harm) and some acceptance, or at least recognition, by the Respondent that catharsis is of value and likely the primary goal of the Complainant. A full admission by the Respondent is not a prerequisite. This willingness needs to be vetted carefully in advance by the TIXC before determining that an incident is amenable/appropriate for resolution by IR.
- IR can result in an accord or agreement between the parties (Complainant, Respondent, the School), which is summarized in writing by and enforced by the School. This can be a primary goal of the process.
- IR can result in the voluntary imposition of safety measures, remedies, and/or agreed-upon resolutions by the parties that are enforceable by the School. These can be part of the agreement.
- As a secondary goal, IR can result in the voluntary acceptance of "sanctions," meaning that a Respondent could agree to withdraw, self-suspend (by taking a leave of absence), or undertake other restrictions/transfers/online course options that would help to ensure the safety/educational access of the Complainant, in lieu of formal sanctions that would create a formal record for the Respondent. These are enforceable by the School as part of the agreement, as may be terms of mutual release, non- disparagement, and/or non-disclosure.
- Although a non-disclosure agreement (NDA) could result from IR, it would have to be mutually agreed- upon by the parties in an environment of non-coercion verified by the TIXC.

Institutions must develop clear rules for managing/facilitating the conference/meeting/dialogue of Alternative Resolution approaches to ensure they are civil, age-appropriate, culturally competent, reflective of power imbalances, and maximize the potential for the Grievance Process to result in catharsis, restoration, remedy, etc., for the Complainant(s).

APPENDIX B. STATEMENT OF RIGHTS OF THE PARTIES

- The right to an equitable investigation and resolution of all credible allegations of prohibited harassment, discrimination, and/or retaliation made in good faith to School officials.
- The right to timely written notice of all alleged violations, including the identity of the parties involved (if known), the precise misconduct being alleged, the date and location of the alleged misconduct (if known), the implicated policies and procedures, and possible sanctions.
- The right to timely written notice of any material adjustments to the allegations (e.g., additional incidents or allegations, additional Complainants, unsubstantiated allegations) and any attendant adjustments needed to clarify potentially implicated policy violations.
- The right to be informed in advance of any public release of information by the School regarding the allegation(s) or underlying incident(s), whenever possible.
- The right to not have any personally identifiable information released by the School to the public without consent provided, except to the extent permitted by law.
- The right to be treated with respect by School officials.
- The right to have School policy and these procedures followed without material deviation.
- The right to not be pressured to mediate or otherwise informally resolve any reported misconduct involving violence, including sexual violence.
- The right to not be discouraged by School officials from reporting sexual harassment, discrimination, and/ or retaliation to both on-campus and off-campus authorities.
- The right to be informed by School officials of options to notify proper law enforcement authorities and the option(s) to be assisted by the School in notifying such authorities, if the party so chooses. This also includes the right to not be pressured to report.
- The right to have allegations of violations of this Policy responded to promptly and with sensitivity by School officials.

- The right to be informed of available supportive measures, such as counseling; advocacy; health care; legal, Future Professional financial aid, visa, and immigration assistance; and/or other services, both on campus and in the community.
- The right to a School-implemented no-contact order or a no-trespass order against a non-affiliated third party when a person has engaged in or threatens to engage in stalking, threatening, harassing, or other improper conduct.
- The right to be informed of available assistance in changing academic or working situations after an alleged incident of discrimination, harassment, and/or retaliation, if such changes are reasonably available. No formal report, or investigation, either institutional or criminal, needs to occur before this option is available. Such actions may include, but are not limited to:
    - Referral to community-based service providers
    - Visa and immigration assistance
    - Future Professional financial aid counseling
    - Education to the School community or community subgroup(s)
    - Altering work arrangements for employees
    - Safety planning
    - Implementing contact limitations (no contact orders) between the parties
    - Academic support, extensions of deadlines, or other course/program-related adjustments
    - Trespass orders
    - Timely warnings
    - Withdrawals or leaves of absence
    - Increased security and monitoring of certain areas of the campus
    - Any other actions deemed appropriate by the Title IX Coordinator
- The right to have the School maintain such actions for as long as necessary and for supportive measures to remain confidential, provided confidentiality does not impair the School's ability to provide the supportive measures.
- The right to receive sufficiently advanced, written notice of any School meeting or interview involving another party, when possible.
- The right to identify and have the Investigator, Advisors, and/or Decision-Maker question relevant available witnesses, including expert witnesses.
- The right to provide the Investigator/Decision-Maker with a list of questions that, if deemed relevant by the Investigator/Decision-Maker, may be asked of any party or witness.
- The right to have inadmissible sexual predisposition/prior sexual history or irrelevant character evidence excluded by the Decision-Maker.
- The right to know the relevant and directly related evidence obtained and respond to that evidence.
- The right to a fair opportunity to provide the Investigator with their account of the alleged misconduct and have that account be on the record.
- The right to receive a copy of all relevant and directly related evidence obtained during the investigation, subject to privacy limitations imposed by state and federal law, and a ten (10) business-day period to review and comment on the evidence.
- The right to receive a copy of the final investigation report, including all factual, policy, and/or credibility analyses performed, and to have at least ten (10) business days to review and comment on the report prior to the hearing.
- The right to be informed of the names of all witnesses whose information will be used to make a finding, in advance of that finding, when relevant.
- The right to regular updates on the status of the investigation and/or resolution.
- The right to have reports of alleged Policy violations addressed by Investigators, Title IX Coordinators, and Decision-Makers who have received relevant annual training.
- The right to preservation of confidentiality/privacy to the extent possible and permitted by law.
- The right to meetings, interviews, and/or hearings that are closed to the public.

- The right to petition that any School representative in the process be recused on the basis of disqualifying bias and/or conflict of interest.
- The right to have an Advisor of their choice to accompany and assist the party in all meetings and/or interviews associated with the Resolution Process.
- The right to the use of the appropriate standard of evidence, preponderance of the evidence to make a Finding and Final Determination after an objective evaluation of all relevant evidence.
- The right to be present, including presence via remote technology, during all testimony given and evidence presented during any hearing.
- The right to have an impact and/or mitigation statement considered by the Decision-Maker following a determination of responsibility for any allegation, but prior to sanctioning.
- The right to be promptly informed of the finding(s) and sanction(s) (if any) of the Resolution Process and a detailed rationale of the decision (including an explanation of how credibility was assessed) in a written Notice of Outcome letter delivered simultaneously (without undue delay) to the parties.
- The right to be informed in writing of when a decision by the School is considered final and any changes to the Final Determination or sanction(s) that occur post Notification of Outcome.
- The right to be informed of the opportunity to appeal the finding(s) and sanction(s) of the Resolution Process, and the procedures for doing so in accordance with the standards for appeal established by the School.
- The right to a fundamentally fair resolution as defined in these procedures.

APPENDIX C: ATIXA RECORD MAINTENANCE AND ACCESS MODEL POLICY

POLICY SCOPE

This policy covers records maintained in any medium that are created pursuant to the School's Equal Opportunity, Harassment, and Nondiscrimination Policy and/or the regular business of the School's Title IX Office. All such records are considered private or confidential by the Title IX Office, in accordance with FERPA and the directive from the Department of Education to maintain the confidentiality of records related to Title IX. These records may be shared internally with those who have a legitimate educational interest and will be shared with the parties to a complaint under applicable state and/or federal law, including the Title IX regulations, FERPA, and/or the Clery Act/VAWA § 304. The Title IX Coordinator controls the dissemination and sharing of any records under its control.

TYPES OF RECORDS COVERED UNDER THIS POLICY

Records pertaining to the Grievance Process. These records include, but are not limited to:

- Documentation of notice to the School including incident reports
- Anonymous reports later linked to a specific incident involving known parties
- Any documentation supporting the initial assessment
- Investigation-related evidence (e.g., physical and documentary evidence collected and interview transcripts)
- Dismissal-related documentation
- Documentation related to the Grievance Process
- The final investigation report
- Remedy-related documentation
- Supportive measures-related documentation
- Hearing recordings and records
- Appeal-related documentation
- Informal Resolution records
- Notices of Outcome
- Records documenting that the School's response was not deliberately indifferent
- Any other records typically maintained by the School as part of the case file

Specific examples of records pertaining to the Grievance Process may include, but are not limited to: anonymous reports later identified; intake documentation; incident reports; the written complaint; the names of the Complainant, the Respondent; any witnesses; any relevant statements or other evidence obtained; interview notes or transcripts; timelines, flowcharts and other forms used in the investigation process; witness lists, correspondence, telephone logs, evidence logs and other documents related to the processing of an investigation; correspondence relating to the substance of the investigation; supportive measures implemented on behalf of the Complainant or Respondent; actions taken to restrict/remove the Respondent; correspondence with the parties; medical, mental health, medical, and forensic record evidence obtained with consent during the course of the investigation; police reports; expert sources used in consideration of the evidence; documentation of outcome and rationale; correspondence and documentation of the appeals process; documentation of any sanctions/discipline resulting from the Grievance Process; and documentation of reported retaliatory behavior as well as all actions taken to address these reports.

Drafts and Working Files: Preliminary drafts and "working files" are not considered records that must be maintained by the School, and these are typically destroyed during the course of an investigation or at the conclusion of the Grievance Process. They are preliminary versions of records and other documents that do not state a final position on the subject matter reviewed or are not considered to be in final form by their creator and/or the Title IX Coordinator. An example of a "working file" would be the Investigator notes made during one interview with topics the Investigator wants to revisit in subsequent interviews. Sole possession records maintained as such in accordance with FERPA are also included in this category. All drafts of investigation reports shared with the parties are maintained.

Attorney Work-Product: Communications from the Title IX Office or its designees with the School's legal counsel may be work product protected by attorney-client privilege. These communications are not considered records to be maintained by the Title IX Office or accessible under this policy unless the Title IX Coordinator, in consultation with legal counsel as necessary, determines that these communications should be included as accessible records.

RECORD STORAGE

Records may be created and maintained in different media formats; this policy applies to all records, irrespective of format. All records created pursuant to the Policy, as defined above, must be stored in digital and/or paper format. The complete file must be transferred to the Title IX Office within fourteen (14) business days of resolution of the complaint (including any appeal), if the file is not already maintained within the Title IX Office. Security protocols must be in place to preserve the integrity and privacy of any parts of any record that are maintained in the Title IX Office during the pendency of an investigation.

The Title IX Office will store all records created pursuant to the Policy, regardless of the identities of the parties. Parallel records should not be maintained by other School officials. Any extra (non-essential) copies of the records (both digital and paper) must be destroyed.

A copy of records showing compliance with Clery Act requirements by Title IX personnel will be maintained along with the case file in the Title IX Office.

The School will maintain an access log of each case file, showing when and by whom it was accessed, and for what purpose.

RECORD RETENTION

All records created and maintained pursuant to the Policy must be retained indefinitely by the Title IX Office unless destruction or expungement is authorized by the Title IX Coordinator, who may act under their own discretion, or in accordance with a duly executed and binding settlement of claim, and/or by court or government order.

RECORD ACCESS

Access to records created pursuant to the Policy or housed in the Title IX Office is strictly limited to the Title IX Coordinator and any individual the Coordinator authorizes in writing, at their discretion. Those who are granted broad access to the records of the Title IX Office are expected to only access records pertinent to their scope or work or

specific assignment. Anyone who accesses such records without proper authorization may be subject to an investigation and possible discipline/sanction. The discipline/sanction for unauthorized access of records covered by this policy will be at the discretion of the appropriate disciplinary authority, consistent with other relevant School policies and procedures.

Future Professional parties may request access to their case file. The School will provide access or a copy within 45 days of the request. Appropriate redactions of personally identifiable information may be made before inspection or any copy is shared.

During the investigation, materials may be shared with the parties using secure file transmission software. Any such file will be watermarked by the Title IX Office before being shared, with the watermark identifying the role of the School in the process (Complainant, Respondent, Hearing Decision-Maker; Complainant's Advisor, etc.).

RECORD SECURITY

The Title IX Coordinator is expected to maintain appropriate security practices for all records, including password protection, lock and key, and other barriers to access as appropriate. Record security should include protection from flood, fire, and other potential emergencies. Clothing, forensic, and other physical evidence should be securely stored. All physical evidence will be maintained in a facility that is reasonably protected from flood and fire. A catalogue of all physical evidence will be retained with the case file.

APPENDIX D: STATISTICS ON THE PREVALENCE OF SEXUAL HARASSMENT AND SEXUAL ASSAULT IN THE EDUCATION SETTING

The School provides training to the Grievance Process Pool on the following statistics[46]:

1. Sex discrimination, including sexual harassment and violence, harms all students, undermines students' physical safety, impedes students' ability to learn, and can reinforce social inequality throughout a student's lifetime.
2. Sexual harassment and violence in higher education is pervasive. According to research published by the American Association of University Women, during college, 62 percent of women and 61 percent of men experience sexual harassment. The Association of American Universities (AAU) survey of students shows that more than 1 in 5 women and nearly 1 in 18 men are sexually assaulted in college.
3. Historically marginalized and underrepresented groups are more likely to experience sexual harassment than their peers. Research from GLSEN and the Centers for Disease Control and Prevention show that more than one-half of LGBTQ students 13 to 21 years of age, inclusive, are sexually harassed at school. An AAU survey indicates that nearly one in four transgender and gender-nonconforming students are sexually assaulted during college. According to a National Women's Law Center (NWLC) report, students with disabilities are 2.9 times more likely than their peers to be sexually assaulted.
4. Sexual harassment occurs both on campus and in off-campus spaces associated with school. Nationwide, nearly 9 in 10 college students live off campus and 41 percent of college sexual assaults involve off-campus parties. Research by the Rape, Abuse & Incest National Network indicates that only 8 percent of all sexual assaults occur on school property.
5. Survivors generally underreport instances of sexual harassment and assault. The NWLC reports that only 12 percent of college survivors report sexual assault to their schools or the police.
6. Research published in the Journal of College Student Retention: Research, Theory & Practice demonstrates that 34 percent of sexual harassment and violence survivors drop out of college.

BASED ON THE ATIXA 2021 TWO POLICIES, ONE PROCEDURE MODEL.
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FOOTNOTES

[1]CA Educ. Code Sect. 66281.8 (SB 493) requires Schools to consider and respond to requests for accommodations relating to prior incidents of sexual harassment that could contribute to a hostile educational environment or otherwise interfere with a Future Professional's access to education where both individuals are, at the time of the

request, subject to the School's policies.

[2]CA Educ. Code, Sect. 66281.8 requires Schools to outline the possible interim measures that may be in place during the pendency of an investigation, the supportive measures that may be provided in the absence of an investigation, and the disciplinary outcomes, remedial measures, and systemic remedies that may follow a final finding of responsibility.

[3]For the purpose of this Policy, privacy means that information related to a complaint will be shared with a limited number of School employees who "need to know" in order to assist in the assessment, investigation, and resolution of the complaint. All employees who are involved in the School's response to notice under this Policy receive specific training and guidance about sharing and safeguarding private information in accordance with state and federal law. The privacy of Future Professional education records will be protected in accordance with the Family Educational Rights and Privacy Act (FERPA), as outlined in the School's Student Right of Access/FERPA policy. The privacy of employee records will be protected in accordance with Human Resources policies.

[4]20 U.S.C. 1232g

[5]34 C.F.R. § 99

[6]CA Educ. Code, Section 66281.1 requires Schools take reasonable steps to respond to each incident of sexual harassment. The School will take reasonable steps to respond to each incident of sexual harassment involving individuals subject to the School's policies that occur in connection with any educational activity or other program of the School, as well as incidents that occurred outside of those educational programs or activities, whether they occurred on or off campus, if, based on the allegations, there is any reason to believe that the incident could contribute to a hostile educational environment or otherwise interfere with a Future Professional's access to education.

[7]This includes the School's employees' work environment.

[8]This definition of hostile environment is based on Federal Register / Vol. 59, No. 47 / Thursday, March 10, 1994: Department of Education Office for Civil Rights, Racial Incidents and Harassment Against Students at Educational Institutions Investigative Guidance.

[9]This definition of sexual harassment will be used in addition to and when formal complaints of Title IX Sexual Harassment are mandatorily dismissed. See section on Dismissal outlined below.

[10]A "physical sexual act" includes both of the following:

- **Rape**:
    - penetration,
    - no matter how slight,
    - of the vagina or anus,
    - with any part or object,
    - or oral copulation of a sex organ
    - by another person
    - without the consent of the victim.
- **Sexual Battery:**
    - the intentional touching of another person's intimate parts without consent, or
    - intentionally causing a person to touch the intimate parts of another without consent, or
    - using a person's own intimate part to intentionally touch another person's body part without consent.

[11]Including gender identity, gender expression, sexual orientation, and sex stereotypes.

[12]Implicitly or explicitly.

[13]Unwelcomeness is subjective and determined by the Complainant (except when the Complainant is younger than the age of consent, which is 18 in California). Severity, pervasiveness, and objective offensiveness are evaluated based on the totality of the circumstances from the perspective of a reasonable person in the same or similar

circumstances ("in the shoes of the Complainant"), including the context in which the alleged incident occurred and any similar, previous patterns that may be evidenced. This definition is broad enough to potentially encompass forms of sex-based disparate treatment, even if not harassing in nature.

[14]A "sexual act" is specifically defined by federal regulations to include one or more of the following:

Rape:

- Penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person,
- without their consent,
- including instances where they are incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.

Sodomy:

- Oral or anal sexual intercourse with a Complainant,
- forcibly, and/or
- against their will (non-consensually), or
- not forcibly or against their will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.

Sexual Assault with an Object:

- The use of an object or instrument to penetrate,
- however slightly,
- the genital or anal opening of the body of the Complainant,
- forcibly, and/or
- against their will (non-consensually), or
- not forcibly or against their will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.

Fondling:

- The **intentional** touching of the **clothed or unclothed genitals, buttocks, groin, breasts, or other** body parts **of the Complainant by the Respondent**
  - without the consent **of the Complainant**
  - for the purpose of **sexual degradation**, sexual gratification, **or sexual humiliation**
- Or the Respondent caused or directed the Complainant's **intentiona**l touching **of the Respondent's clothed or unclothed genitals, buttocks, groin, breasts, or other** body parts
  - without consent of the Complainant
  - for the purpose of **sexual degradation**, sexual gratification, **or sexual humiliation**

[15]This would include having another person touch you sexually, forcibly, and/or without consent.

[16]This definition set is not taken from NIBRS verbatim. ATIXA has substituted Complainant for "victim," has removed references to his/her throughout, has defined "private body parts," has removed the confusing and unnecessary term "unlawfully," and has inserted language clarifying that the School interprets "against the person's will" to mean "non-consensually." These are liberties ATIXA thinks are important to take with respect to the federal definitions, but users should consult legal counsel before adopting them.

[17]To categorize an incident as Domestic Violence, the relationship between the Respondent and the Complainant must be more than just two people living together as roommates. The people cohabitating must be current or former spouses or have an intimate relationship.

[18]The state definition of consent is "positive cooperation in act or attitude pursuant to the exercise of free will. The person must act freely and voluntarily and have knowledge of the nature of the act and the transaction involved." A current or previous dating or marital relationship shall not be sufficient to constitute consent where consent is an

issue. This definition of consent is applicable to criminal prosecutions for sex offenses in California but may differ from the definition used on campus to address policy violations.

[19]Bondage, discipline/dominance, submission/sadism, and masochism.

[20]The definitions in this section may apply when formal complaints of Title IX Sexual Harassment are mandatorily dismissed but may also apply in addition to the Title IX offenses listed above. See section on Dismissal outlined below.

[21]The School's Anti-Bullying Policy prohibits bullying not covered by this policy.

[22]Specific questions regarding interpretation of the law should be referred to your legal counsel and/or local district attorney. Please see Cal. Penal Code § 11160-11163.2.

[23]VAWA is the Violence Against Women Act, enacted in 1994 and codified in part at 42 U.S.C. sections 13701 through 14040.

[24]Anywhere this procedure indicates "Title IX Coordinator," the School may substitute a trained designee.

[25]CA Educ. Code, Sec. 66281.8 provides regardless of whether or not a complaint has been filed under the School's grievance procedures, if the School knows, or reasonably should know, about possible sexual harassment involving individuals subject to this policy will promptly investigate to determine whether the alleged conduct has more likely than not occurred, or otherwise respond if the School determines that an investigation is not required. If the School determines that the alleged conduct more likely than not occurred, it shall immediately take reasonable steps to end the harassment, address the hostile environment, if one has been created, prevent its recurrence, and address its effects. A postsec-ondary institution shall be presumed to know of sexual harassment if a responsible employee knew, or, in the exercise of reasonable care, should have known, about the sexual harassment. The institution may rebut this presumption of knowledge if it shows all of the following:

I. The institution provides training and requires all nonconfidential responsible employees to report sexual harassment.
II. Each nonconfidential responsible employee with actual or constructive knowledge of the conduct in question was provided training and direction to report sexual harassment.
III. Each nonconfidential responsible employee with actual or constructive knowledge of the conduct in question failed to report it.
IV. The institution shall consider and respond to requests for accommodations relating to prior incidents of sexual harassment that could contribute to a hostile educational environment or otherwise interfere with a Future Professional's access to education where both individuals are, at the time of the request, subject to the institution's policies.

[26]If circumstances require, the Director, Managing Owner, or Title IX Coordinator will designate another person to oversee the Grievance Process should an allegation be made about the Coordinator or the Coordinator be otherwise unavailable, unable to fulfill their duties, or have a conflict of interest.

[27]Per CA Educ. Code, Section 66281.8, a School will not require a Complainant enter a voluntary resolution agreement or any other form of resolution as a prerequisite to receiving remedial measures from the School which safeguard the Complainant's access to education.

[28]Per the 2020 Title IX regulations, recipients are prohibited from Informal Resolution of a complaint by a Future Professional against an employee.

[29]Per CA Educ. Code, Section 66281.8, a School may not mandate mediation to resolve allegations of sexual harassment, and will not allow mediation, even on a voluntary basis, to resolve allegations of sexual violence. Other forms of informal resolution that are not mediation are permitted.

[30]This dismissal requirement is mandated by the 2020 Title IX Regulations, 34 CFR §106.45.

[31]Such a Complainant is still entitled to supportive measures, but the formal Grievance Process is not applicable unless the Title IX Coordinator signs the complaint in the event the Complainant cannot/will not do so.

[32]"Available" means the party cannot insist on an Advisor who simply does not have inclination, time, or availability. Also, the Advisor cannot have conflicting roles, such as being a Title IX Coordinator who has an active role in the matter, or a supervisor who must monitor and implement sanctions.

[33]Subject to the state law provisions or School policy above.

[34]This is being provided for informational purposes and does not constitute the School's endorsement of any of the external individuals/organizations listed.

[35]The parties may not want discussions that take place within Informal Resolution to be admissible in a later Formal Grievance Process, but essential facts must and do transfer from the informal process to the formal. Disclosing something in an informal setting to shield it from formal admissibility is a cynical strategy, so School Officials should take care in determining the terms of any assurances of the confidentiality of the Informal Resolution.

[36]External, trained, third-party, neutral professionals may also be used to serve in Pool roles.

[37]CA SB 967 requires the School to provide a comprehensive trauma-informed training program for School officials involved in deciding sexual assault, domestic violence, dating violence, and stalking cases.

[38]Consent of the interviewer and interviewee in California, a "dual-party recording" state.

[39]CA Educ. Code, Section 66281.8 provides that parties may not introduce evidence, including witness testimony, at the hearing that the party did not identify during the in-vestigation and that was available at the time of the investigation. However, the hearing officer has discretion to accept for good cause, or exclude, such new evidence offered at the hearing.

[40]In the event of a dismissal under Title IX, but where the process still proceeds, the following is applicable: CA Educ. Code, Sec. 662821.8 provides that the investigator or hear-ing officer prohibit the following evidentiary considerations: (1) the past sexual history of a Complainant or Respondent except when the conditions in (3a and 3b) are present; (2) prior or subsequent sexual history between the Complainant and anyone other than the Respondent for any reason unless directly relevant to prove that the physical injuries alleged to have been inflicted by the Respondent were inflicted by another individual; or (3a) the existence of a dating relationship or prior or subsequent consensual sexual relations between the Complainant and Respondent unless the evidence is relevant to how the parties communicated consent in prior or subsequent consensual sexual relations, (3b) when evidence in (3a) is permitted, investigators and hearing officers who allow consideration of evidence about a dating relationship or prior or subse-quent consensual sexual relations between the Complainant and the Respondent are required to consider that the fact the Complainant and Respondent engaged in other consensual sexual relations with one another is never sufficient by itself to establish the conduct at issue was consensual. Prior to allowing the consideration of any evidence provided under this section, the investigator or hearing officer will provide a written explanation to the parties as to why the evidence is consistent with this clause.

[41]Unless an expedited hearing is agreed to by all parties.

[42]CA Educ. Code, Sec. 66281.8 provides that the School may limit such objections to written form, and neither the hearing officer nor the School are obligated to respond, other than to include any objection in the record. The hearing officer has the authority and obligation to discard or rephrase any question that the hearing officer deems to be repetitive, irrelevant, or harassing. In making these determinations, the hearing officer is not bound by, but may take guidance from, the formal rules of evidence.

[43]The final investigation report may be shared using electronic means that preclude downloading, forwarding, or otherwise sharing.

[44]34 C.F.R. § 668.46(k)(3)(B)(3) requires "timely and equal access to the accuser, the accused, and appropriate officials to any information that will be used during informal and formal disciplinary meetings and hearings."

[45]If not conflicted out by previous involvement, the Title IX Coordinator may serve as the hearing facilitator/case manager.

[46]These statistics are included in CA Educ. Code, Section 66281.8.

ADDENDUMS

VETERANS BENEFITS ADDENDUM TO THE CATALOG

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

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

In accordance with Title 38 US Code 3679 subsection (e) Paul Mitchell The School San Diego 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.

VETERAN'S CREDIT FOR PREVIOUS EDUCATION OR TRAINING

Students must report all education and training. The school must evaluate and grant credit, if appropriate, with the training time shortened, the tuition reduced proportionately, and the VA and student notified.

VETERANS GRADUATION REQUIREMENTS IN COURSES

- Complete the required number of program clock hours.
- Complete and submit all clinic practical worksheets, to demonstrate completion of State requirements.
- Pass the school's final written and practical exams.
- Complete the required theory hours and pass all written theory exams.

Upon meeting all requirements listed above for graduation, the student will receive a graduation certificate. Students may also request an official current transcript from the school, at any time during or after graduation.

Paul Mitchell The School San Diego reserves the right to hold on graduating a student if the student fails to complete all listed requirements, or fails to pass the written and practical exams, as determined by the school.

A certified transcript will be provided to a student who withdraws which will include hours that the school has been compensated for. For the purposed of transfer or graduation, hours will not be released by the school until all monies owed to the school have been paid and all academic requirements pertaining to those hours have been completed.

The School does not certify student transcripts at the completion of 1,000 clock hours for purposes of a student challenging California state board for early testing. Students must complete their contracted hours to be considered a completer.

VETERANS BENEFITS APPROVAL STATEMENT

The programs at Paul Mitchell The School San Diego are approved by the California State Approving Agency for Veterans Education (SAA) for eligible students to receive veterans' education benefits. Students who enroll to receive these benefits are not only required to abide by the policies and rules of this school, but also by the rules and regulations of the Department of Veterans Affairs and the SAA. Students are also required to maintain all standards of conduct and satisfactory progress as stated in the official school listing.

Paul Mitchell The School San Diego does not and will not provide any commission, bonus, or other incentive payment based directly or indirectly on success in securing enrollment or financial aid to any persons or entities engaged in any student recruiting or admissions activities or in making decisions regarding the award of student financial aid.

Compliance with VA's 85/15 Rule

Schools should limit student enrollment to 85% veteran enrollment per cohort. In the event that a veteran wishes to enroll in a program that has already reached the 85% cap, he or she may do that but will not be eligible for VA funding. Chapter 35 and 31 students may still enroll even if the 85% has been realized.

VETEREN'S TECHNICAL KIT, TEXTBOOKS, DIGITAL KIT, AND EDUCATION KIT

Per VA regulation, only mandatory fees may be billed to the VA. The cost of our Technical Kit, Textbooks, and Digital Kit are not mandatory fee and such cannot be charged to the VA. Students utilizing VA benefits will be responsible for arranging alternate payments for these cost.

VETERAN'S BENEFITS SATISFACTORY ACADEMIC PROGRESS POLICY

When the grade average, during a SAP (Satisfactory Academic Progress) check, of a veteran or eligible person falls below 75% in academics and 85% in attendance the student will be placed on warning until the next evaluation period. If at the end of the next evaluation period the student's grades are still below 75% in academic and 85% in attendance, the veteran or eligible student will be terminated.

Formal Satisfactory Progress Evaluations will occur when students reach the following actual hours and academic weeks:

Programs	1st evaluation Period Ends	2nd Evaluation Period Ends	3rd Evaluation Period Ends
Cosmetology Make-up (1245 hrs.) (35 hour schedule)	450 actual hours	900 actual hours	1245 actual hours
Cosmetology Make-up (1245 hrs.) (20 hour schedule)	450 actual hours	900 actual hours	1245 actual hours
Cosmetology / Barbering (1200 hrs.) (35 hour schedule)	450 actual hours	900 actual hours	1200 actual hours
Cosmetology / Barbering (1200 hrs.) (20 hour schedule)	450 actual hours	900 actual hours	1200 actual hours
Cosmetology (1000 hrs.) (35 hour schedule)	450 actual hours	900 actual hours	1000 actual hours
Cosmetology (1000 hrs.) (20 hour schedule)	450 actual hours	900 actual hours	1000 actual hours
Barbering (1000 hrs.) (35 hour schedule)	450 actual hours	900 actual hours	1000 actual hours
Barbering (1000 hrs.) (20 hour schedule)	450 actual hours	900 actual hours	1000 actual hours
Esthetics (600 hrs.) (35 hour schedule)	200 actual hours	400 actual hours	600 actual hours
Esthetics (600 hrs.) (20 hour schedule)	200 actual hours	400 actual hours	600 actual hours

VA DISTANCE EDUCATION

Non-College Degree (NCD) programs are not approved for online training and are only approved for resident training. These residential training programs have only been eligible to receive benefits for distance learning because of the temporary protections provided by legislation through June 1, 2022.

Accordingly, after June 1, 2022, these veterans benefits will no longer be authorized. From June 2, 2022, (the day after the COVID-19 covered period expires), until June 30, 2022, the student will remain eligible to receive veterans benefits (tuition and fee payments as well as MHA payments) for the converted course if such training is still offered by the school via the unapproved modality. In such cases, the student **must** return to resident training for veterans benefits to continue after June 30. If the student continues with distance learning after benefits are no longer authorized in a program not approved to receive veterans benefits for distance learning, veterans benefits payments will be terminated, and a tuition and fee debt may be created.

Importantly, the student must have already begun training on or before June 1, 2022, for this protection to apply. Enrollments for training beginning after June 1, 2022, will not be afforded these protections.

2026 CATALOG ADDENDUM

Paul Mitchell The School San Diego requires applicants and students to check for updates to the catalog at paulmitchell.edu/sandiego.

REVISED 01.06.26

- Holidays and School Closures - Removed 2025 dates
- Constitution Day - Updated date
- Cosmetology Make-up 2025 Class Start Dates - Removed
- Cosmetology 2025 Class Start Dates - Removed
- Cosmetology / Barbering 2025 Class Start Dates - Removed
- Barbering 2025 Class Start Dates - Removed
- Esthetics 2025 Class Start Dates - Removed
- Make-Up 2025 Class Start Dates - Removed
- Evaluation Procedures and Required Level of Achievement - Removed schedules
- 2025 Catalog Addendum - Removed
- 2026 Catalog Addendum - Added

REVISED 01.26.26

- Admissions Requirements - Secondary Education and Equivalents - Updated V (top section), i (under verification and validation procedures) & updated last sentence
- Admission Procedures - Added last sentence under #5
- Holidays and School Closures - Updated Staff training date

REVISED 02.03.26

- Cosmetology Make-up Education Kit - Updated Skill Card
- Cosmetology Education Kit - Updated Skill Card
- Cosmetology/Barbering Education Kit - Updated Skill Card
- Barbering Education Kit - Updated Skill Card
- "Student's Right to Cancel" - Institutional Refund/Drop Policy - Updated 1b, 1c & 2

REVISED 02.10.26

Performance Statistics - Added schools rates to match the schools website

REVISED 03.09.26

- Maximum Time Frame - Updated based based on 125% and school closures
- Evaluation Procedures and Required Level of Achievement - Updated academic weeks statement

REVISED 03.18.26

Protected Class Nondiscrimination Policy and Procedures - Updated Fondling under FOOTNOTES

REVISED 03.30.26

- Distance Education Policy - Added
- Esthetics Cost of Tuition and Supplies - Removed Transfer from "transfer and re-entry student only"
- Make-Up (245) Cost of Tuition and Supplies - Removed Transfer from "transfer and re-entry student only"
- Students Right-to-Know - Department of Education Rates (IPEDS) - Added years

REVISED 04.09.26

- School Administration - Added Distance Education Learning Leader
- Distance Education Policy - Added the school is Synchronous Distance Education and Distance Education Assessment and added school not offering DE

REVISED 05.19.26

- Future Professional Development Guidelines - Updated CourseKey to My Portico App.
- Attendance and Documentation of Time - Updated CourseKey to My Portico App.
- Cosmetology Make-Up Course Information - Updated CourseKey to My Portico App.
- Cosmetology Make-Up Education Kit - Updated CourseKey to My Portico App.
- Cosmetology Course Information - Updated CourseKey to My Portico App.
- Cosmetology Education Kit - Updated CourseKey to My Portico App.
- Barbering Course Information - Updated CourseKey to My Portico App.
- Barbering Education Kit - Updated CourseKey to My Portico App.
- Skin Care Course Information - Updated CourseKey to My Portico App.
- Skin Care Education Kit - Updated CourseKey to My Portico App.
- Graduation Requirements (All) - Updated CourseKey to My Portico App.
- Student Biometric Information Privacy Policy - Updated CourseKey to My Portico App.
- Evaluation Procedures and Required Level of Achievement - Updated last Paragraph and updated the sentence by grading scale

REVISED 05.28.26

- Cosmetology Make-Up Education Kit - Updated Skill Cards app. paragraph
- Cosmetology Education Kit - Updated Skill Cards app. paragraph
- Cosmetology / Barbering Education Kit - Updated Skill Cards app. paragraph
- Barbering Education Kit - Updated Skill Cards app. paragraph
- Esthetics Education Kit - Added Skill Cards app. paragraph
- Performance Statistics - Updated paragraph and updated sentence by grading scale

REVISED 06.18.26

Scholarships - Added

REVISED 06.25.26

Admissions Procedures - Added last paragraph (rescind an offer of acceptance)

REVISED 07.28.26

Admission Procedures - Updated paragraph - denial appeal

REVISED 08.12.26

Graduation Information - Updated Policy in all programs

REVISED 09.01.26

- Re-Entry Students - Updated Policy formatting
- Distance Education Policy - Added last sentence for BPPE requirement for Distance Education

REVISED 09.16.26

- Holidays and School Closures - Added 2027 dates
- Cosmetology Make-Up 2027 Class Start Dates - Added
- Cosmetology Make-up Cost of Tuition and Education
- Cosmetology 2027 Class Start Dates - Added

- Cosmetology Cost of Tuition and Education
- Cosmetology/Barbering 2027 Class Start Dates - Added
- Cosmetology/Barbering Cost of Tuition and Education
- Barbering 2027 Class Start Dates - Added
- Barbering Cost of Tuition and Education
- Esthetics 2027 Class Start Dates - Added
- Esthetics Cost of Tuition and Education
- Make-Up 2027 Class Start Dates - Added

REVISED 09.22.26

Future Professional Advisory Policy - Updated last 2 paragraphs to match form

REVISED 09.23.26

- School Administration - Updated
- Cosmetology Make-Up 2027 Class Start Dates - Removed night schools start dates

REVISED 10.06.26

- Future Professional Information - Added Leave of Absence Policy
- Esthetics Cost of Tuition and Supplies - Updated cost
- Satisfactory Academic Progress Policy - Removed Leave of Absence
- In-Completes, Withdrawal, or Repetitions - Updated title to "Temporary Interruptions and Withdrawals" and updated policy
- "Student's Right to Cancel" - Institutional Refund/Drop Policy - Added "Online / Asynchronous Component - Access, cancellation, and Refund"