





DATE OF PUBLICATION: JUNE 6, 2024 VOLUME #118

# WE ARE PAUL MITCHELL SCHOOLS 2024 CATALOG

January 1, 2024 — December 31, 2024

#### **Paul Mitchell The School Denver**

405 South Teller Street
Denver, CO 80226
(303) 233-1733
ADMISSIONS@PMTSDENVER.COM

# TABLE OF CONTENTS

Mission Statement
School Facilities
Ownership/State Regulator 4
Nondiscrimination
School Administration
<b>ADMISSIONS</b> 6
Admission Requirements - Secondary Education and Equivalents 6
Admission Procedures
Applicants with Non-Immigrant Visas and International Students 8
Re-Entry Students
Transfer of Credit Policies
State Licensing Disclaimer
Disclosure for Programs Leading to Licensure
Enrollment Information
FUTURE PROFESSIONAL INFORMATION 13
Constitution Day
Education Goals
Coaching and Corrective Action
Industry Requirements
Locker Policy
Makeup Hours         15
Makeup Work         16
Measurable Performance Objectives
Safety Precautions for the Beauty Industry
Student Professional Development Guidelines
Student Services
Voter Registration
Suspension Policy
Distance Education and Hybrid Requirements
Suspension, Termination and Additional Fee
COSMETOLOGY PROGRAM
Cosmetology Course Information
2024 Cosmetology Class Start Dates
Cosmetology Program Schedules
Cosmetology Cost of Tuition and Supplies
Cosmetology Kit and Textbooks
Graduation Information
ESTHETICS PROGRAM33
Esthetician Course Information
2024 Esthetics Class Start Dates
Esthetics Program Schedule
Esthetics Cost of Tuition and Supplies

Esthetics Kit and Textbooks	. 36
Graduation Information	. 40
ASHES PROGRAM	. 41
Lashes Course Information	. 41
2024 Lashes Class Start Dates	. 42
Lashes Cost of Tuition and Supplies	. 43
Graduation Information	. 43
FINANCIAL INFORMATION	. 45
Financial Aid	. 45
Withdrawing from School	. 50
Federal Return of Title IV Funds Policy	. 50
Institutional Refund Policy	. 52
Special Provisions for Books and Supplies	. 54
Preferred Lender List and Private Education Loan Disclosures	. 54
Eligibility of Financial Aid After a Drug Conviction	. 54
Majors, Degrees, Second Degree, or Summer Terms	. 54
Student Financial Aid Release	. 54
Policy for Verification of Title IV Funding	. 54
SATISFACTORY ACADEMIC PROGRESS POLICY	. 56
Satisfactory Academic Progress Policy	. 56
Quantitative and Qualitative Factors	. 56
Maximum Time Frame	. 56
In-Completes, Withdrawal, or Repetitions	. 57
In-Completes, Repetitions, and Non-Credit	. 57
Leave of Absence Policy	. 57
Evaluation Procedures and Required Level of Achievement $\ldots \ldots$	. 58
Transfer Hours	. 59
Determination of Progress Status	. 59
Warning	. 59
Re-Establishment of Satisfactory Academic Progress	. 59
Probation	. 59
Appeal Procedure	. 60
Excused Absence	. 60
STUDENT CONSUMER INFORMATION	. 61
Student Right of Access and Record Retention Policy	. 61
Performance Statistics	. 63
Students Right-to-Know - Department of Education Rates (IPEDS)	. 63
Regulatory and Accreditation Agencies	. 63
Student Diversity Information	. 64
SCHOOL STANDARDS & POLICIES	. 65
Policy and Procedures for Future Professionals with Disabilities	. 65
Savice Animal Policy	60

Social Networking Policy	70
Alcohol and Drug-Free Educational Facility Policy	70
Harassment, Intimidation, Bullying, and Discrimination Policy $\ \ldots \ \ldots$	70
Copyright Infringement Policy	71
Grievance Procedure	73
Student and Employee Anti-Harassment and Discrimination Policy	75

Student Biometric Information Privacy Policy	87
Student Complaints	88
ADDENDUMS	89
Veterans Addendum to the Catalog	89
2024 Catalog Addendum	89

#### MISSION STATEMENT

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

#### **SCHOOL FACILITIES**

Our programs offer the challenge of a stimulating and rewarding career. Paul Mitchell The School Denver is fully equipped to meet all the demands of modern hair and skin care, while at the same time providing a high-tech atmosphere and attitude for progressive personal development. The 16,800 square-foot facility includes a student lounge and lockers, client reception and work areas, management offices, private classrooms, workstations, and equipment.

Paul Mitchell The School Denver is a 2 story with ground Level electronic handicap main door and 2 elevators for a two story building. The bathrooms stalls, sinks drinking fountain are handicap accessible. There are double doors to access wash house and easy access to the styling stations.

#### **PARKING**

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

#### OWNERSHIP/STATE REGULATOR

PMCO DENVER, LLC, dba Paul Mitchell The School Denver, is an independently owned and operated franchisee of Paul Mitchell Advanced Education, LLC. The school is approved and regulated by the Colorado Department of Higher Education, Private Occupational School Board.

#### **NONDISCRIMINATION**

Paul Mitchell The School Denver in its admission, instruction, and graduation policies and practices, does not allow or tolerate harassment or discrimination based on race, religion, creed, color, ethnic origin, national origin, ancestry, sex (including pregnancy, childbirth, or related medical conditions), military or veteran status, physical or mental disability, medical condition, marital status, age, sexual orientation, gender, gender identity or expression, genetic information, or any other basis protected by the federal, state, or local law. The school does not condone discrimination of any kind, bullying, harassment, or hazing of any sort. If any student or team member experiences or witnesses anyone being bullied, harassed, or hazed in any way, he or she is required to report the matter to the school's Operation's Leader, Sarah Covalt, in person or by calling (303) 233-1733, or by mail at 405 S. Teller Street, Lakewood, CO 80226, immediately so appropriate action can be taken.

#### **SCHOOL ADMINISTRATION**

Ownership: PMCO DENVER, LLC
Operations Leader: Sarah Covalt
Admissions Leader: Tennley Doyle

Director of Financial Aid & Compliance: Chandra Couch

Success Coach: Laura O'Neill

Education Leader: Lindsay Gobeli

#### STAFF FACULTY

#### **Cosmetology Learning Leaders:**

Yvette Andasola, Lina Berrios, Jerry Davis, Salvador Denizard, Janet Flores, Alexandra Freund, Katharina Freund, Jenna Hoerr, Cheryl Williams

#### **Esthetics Learning Leaders:**

Chelsea Dinsmore, Lexi McLeran, Stephanie Osterhoudt

The student to instructor (Learning Leader) ratio is 20 students to 1 Instructor (Learning Leader).

## **ADMISSIONS**

#### ADMISSION REQUIREMENTS - SECONDARY EDUCATION AND EQUIVALENTS

To qualify for admission to Paul Mitchell The School Denver, a prospective student must demonstrate that they are academically prepared to be successful. A prospective student must be able to provide documentation of one of the following during the admission process:

- i. Have a high school diploma (this can be from a foreign school if it is equivalent to a U.S. high school diploma); or
- ii. 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
- iii. Have completed homeschooling at the secondary level as defined by state law; or
- iv. 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
- v. Have successfully completed at least a two-year college-level program that is acceptable for credit towards a bachelor's degree or completion of an associate degree.

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

#### VERIFICATION AND VALIDATION PROCEDURES

If the school has any reason to believe that the diploma is not valid. The school completes a two-step validity process:

- i. The school would check with the high school to confirm the validity of the student's diploma; and
- ii. Confirm with the relevant department or agency in the state in which the secondary school is located that the secondary school is recognized as a provider of secondary school education.
- iii. If the School is unable to determine validity of the high school diploma 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).

- 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 Registration Fee: The registration fee of \$100.00 can be paid in the form of cash, credit card or personal check payable to Paul Mitchell The School Denver. An application for admission cannot be processed until the registration 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 registration 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 of 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:

\*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:

- 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)
- i. Applicant Students Full Name
- ii. Contain a photograph of the applicant
- iii. Be an original document
- iv. Be Current and valid: expired documents are not acceptable
- v. Match the name used in the application
  - a. If the 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 Colorado 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.

**Students who are homeschooled** must be able to demonstrate and document that they meet their state's 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 <a href="https://hslda.org/legal">https://hslda.org/legal</a> 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 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: <a href="https://www.naces.org/members">https://www.naces.org/members</a>. 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 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 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.

Only licensed professionals may enroll in the Classic Lash Fundamental, Lash and Brow Lift, and Volume Advanced Lash Extension course. Applicants are required to provide a current cosmetology and/or esthetics license to enroll.

Paul Mitchell The School Denver 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 Denver 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.

If an applicant is not admitted and wishes to appeal the decision, they must write a letter/email to the School Director. Once the Director has evaluated the reasons for denial, the Director may either redo the personal interview for a second opinion or provide a response to the student. Appeals will not be considered if an applicant is not admitted because they do not meet the minimum education requirements to be admitted or if they have provided false information during the admission process.

#### 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 Denver is not eligible to enroll international students studying under an I-20 student visa.

#### **RE-ENTRY STUDENTS**

If a withdrawn student wishes to re-enter their program, they start the process by contacting the school's admission advisor.

Students who are withdrawn may re-enroll after 7 days if approved by the Director. The student will be assessed a \$100 drop fee and a \$100 re-entry fee, unless a re-enrollment agreement was signed at the time of withdrawal. Both fees must be paid prior to re-entry and cannot be paid with federal financial aid.

Students who are approved to re-enter the program within 180 days of their last date of attendance must comply with the following requirements:

- 1. Pay all outstanding tuition, fees, and overtime expenses or make satisfactory payment arrangements with the Financial Services Advisor. Please note, overtime expenses cannot be paid with federal financial aid.
- 2. Previous tuition payments will be credited to the student's balance based upon the original contracted cost for the course.
- 3. Pay the \$100.00 re-entry fee (unless a re-enrollment agreement was signed prior to withdrawing).
- 4. Re-entry students with less than 100% attendance at the time they withdrew will have 60 calendar days to raise their attendance to meet institutional attendance requirements.

Students who are approved to re-enter the program after 180 days of their last date of attendance must comply with the following requirements:

- 1. Pay all outstanding tuition, fees, and overtime expenses or make satisfactory payment arrangements with the Financial Services Advisor. Please note, overtime expenses cannot be paid with federal financial aid.
- 2. Tuition will be assessed at the current hourly rate.
- If a re-entering student has previously used all their excused absences provided under their original enrollment agreement, the student will not receive any additional time for excused absences under the new re-enrollment agreement.
- 4. Students are required to purchase a kit if their current kit is not complete. Any missing kit items must be purchased.
- 5. Pay the \$100.00 re-entry fee and submit a new application for admission.
- 6. Students who re-enter after 180 days must write a re-entry essay that demonstrates their commitment to completing the program.

The decision to allow a student to re-enter a program is at the sole discretion of Paul Mitchell The School Denver. Students will be notified in writing of the outcome of their request to re-enter the program.

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

Members of the U.S. Armed Forces, including the reserve components of the National Guard, will be readmitted to their former program if they notify the admission team that the reason for their withdrawal is their service in the Armed Forces. Paul Mitchell The School Denver will make every reasonable attempt to accommodate service members who request an absence due to their service. Members of the U.S. Armed Forces will not be assessed the \$100.00 re-entry fee.

#### TRANSFER OF CREDIT POLICIES

#### TRANSFER OF CREDIT POLICY - STUDENTS ENTERING THE SCHOOL

Paul Mitchell The School Denver 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.

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.

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.

Paul Mitchell The School Denver does not award clock hour credits for service in the armed forces, paid or unpaid employment, or other demonstrated competency.

#### TRANSFER OF CREDIT POLICY

#### COSMETOLOGY

Cosmetology students transferring from a non-Paul Mitchell School and/or Paul Mitchell School.

To determine how many transfer hours the school accepts is based on passing a practical and written test and what is allowed by state board.

- 1. Pass a practical test with a minimum of 70% on the following criteria:
  - Demonstrate State Board Sanitation and Disinfection
  - Finger Wave with 6 pin-curls
  - Color and Lightener Applications (Must perform four)
  - Permanent Wave (10 rods)
  - Chemical relaxer applications (virgin, re-touch)
  - Marcel iron work demonstrating the three base curl placements
  - · Haircut, style and finish of your choice (to complete on a doll head or model)
- 2. Pass a written exam with a minimum of 70% passing

#### **ESTHETICS**

Esthetic students transferring from a non-Paul Mitchell School and/or Paul Mitchell School.

To determine how many transfer hours the school accepts is based on passing a practical and written test and what is allowed by state board.

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

#### TRANSFER OF CREDIT - CREDIT EARNED AT ANOTHER INSTITUTION

Paul Mitchell The School Denver may accept transfer clock hours or credits for courses completed at another institution.

A student must notify the Admissions team at the time of beginning the admissions process if requesting such credit. A transcript is required for each school a student attended. The school will review course descriptions and any transcripts provided by the student to arrive at a final decision.

Courses taken at another institution must be accredited by an agency recognized by either the U.S. Department of Education or Council for Higher Education Accreditation (CHEA).

To transfer credit, the student must do the following:

- 1. Inform the Admissions Leader during the application process requesting to transfer credit
- 2. Provide transcripts from previous attended school 7 days prior to signing the enrollment agreement (exceptions may be granted for extenuating circumstances)

Acceptance of transfer credit is at the sole discretion of the school. In addition, the institution does not have articulation agreements and does not give credit for experiential learning.

#### TRANSFERABILITY OF CREDIT - CREDIT EARNED AT THE SCHOOL

The transferability of hours you earn at Paul Mitchell The School Denver is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the diploma you earn in Cosmetology and Esthetics is also at the complete discretion of the institution to which you may seek to transfer.

If the hours or diploma that you earn at this institution are not accepted at the institution to which you seek to transfer, you may be required to repeat some or all of your coursework at that institution. For this reason, you should make certain that your attendance at this institution will meet your educational goals. This may include contacting an institution to which you may seek to transfer after attending the school to determine if your hours or diploma will transfer. Paul Mitchell The School Denver does not guarantee the transferability of its credits to any other institution unless there is a written agreement with another institution.

The school will provide an Official Transcript and School Catalog to any student requesting to transfer credit to another school. The up-to-date catalog is also available online for public access. The school catalog contains course descriptions for each program at our school.

#### STATE LICENSING DISCLAIMER

The state may refuse to grant a license if a student has been convicted of a crime; committed any act involving dishonesty, fraud, or deceit; or committed any act that, if committed by a licentiate of the business or profession in question, would be grounds for the Colorado State Board of Cosmetology to deny licensure. The Colorado State Board of 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 Denver is not responsible for students denied licensure.

#### DISCLOSURE FOR PROGRAMS LEADING TO LICENSURE

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

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

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

#### **ENROLLMENT INFORMATION**

1. **Enrollment Periods**: Paul Mitchell The School Denver usually begins a new 5-day and 3-day cosmetology class about every nine (9) weeks; night cosmetology class about every thirteen (13) weeks and esthetics class about every eleven (11) weeks, depending upon space availability. Please refer to the Tuition and Registration Schedule supplement or contact Paul Mitchell The School Denver for exact starting dates.

#### 2. 2024 Holidays and School Closures

Event	Date
Holiday	January 1, 2024
Holiday	January 15, 2024
Student Holiday	March 28-29, 2024
Holiday	May 27, 2024
Holiday	June 19, 2024
Holiday	July 4, 2024
Holiday	September 2, 2024
Holiday	October 31, 2024 - night school only
Holiday	November 28-30, 2024
Holiday	December 24-December 31, 2024
Staff Training 2024	January 8, February 12, March 11, April 8, May 13, June 10, July 8, August 12, September 9, October 14, November 11, December 9

The school is open for business unless there is a declared State of Emergency. Unexpected closures and snow days will be announced on local television, radio stations, and Facebook.

- 3. **Enrollment Agreement**: Paul Mitchell The School Denver clearly outlines the obligation of both the school and the student in the enrollment agreement. A copy of the enrollment Agreement and information covering costs and payment plans will be furnished to the student before the beginning of class attendance.
- 4. **Payment schedule:** Paul Mitchell The School Denver offers a variety of monthly financial payment schedules. See Paul Mitchell The School Denver's Admissions Leader or Financial Aid Leader for details.

### **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 September 17, 2024.

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 <a href="https://www.eac.gov/">https://www.eac.gov/</a>.

#### **EDUCATION GOALS**

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

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

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

Part of the Future Professionals learning experience includes fine-tuning and mastering the skills and behaviors of a salon professional. The school team will coach all Future Professionals to correct noncompliant or inappropriate behavior.

The following actions may be inspected for noncompliance:

Attendance and Documentation of Time Guidelines: Attendance, promptness, and documentation of work are
cornerstones of successful work practices. Future Professionals may be clocked out, released for the day, or
suspended when they do not comply with guidelines.

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

#### **Corrective Action Steps**

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

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

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

#### **INDUSTRY REQUIREMENTS**

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

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

#### **LOCKER POLICY**

Purpose — Paul Mitchell The School Denver 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 Denver establishes rules, guidelines and procedures to ensure responsible use and to control the contents of its lockers. By utilizing Paul Mitchell The School Denver'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 Denver from time to time, at its discretion.

#### **Guidelines**

- 1. 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.
- 2. 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.
- 3. 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.
- 4. Paul Mitchell The School Denver 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.
- 5. 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 to be harmful, offensive or inappropriate.
- 6. Paul Mitchell The School Denver 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 Denver will exercise its discretion without notice:
  - a. Locker abandonment.
  - b. Suspected contents that may be illegal, illicit or deemed by the school to be harmful, offensive or inappropriate.
  - c. At the request of or generally in cooperation with law enforcement authorities
  - d. Investigative purposes related to suspected or alleged criminal, illegal, or inappropriate activities.
  - e. Risk to the general good of the school.
  - f. Risk to the general good of the student or student population.
  - g. Unregistered locker.
  - h. Physical damage to or defacing of the locker.
  - i. Odors (spoiled/rancid food, garbage or smelly contents).
  - i. Locker maintenance.
- 7. Paul Mitchell The School Denver 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.

#### **MAKEUP HOURS**

Students may make up hours outside their contracted hours, if approved through the Education Leadership Team. Makeup hour request forms are located at the service desk.

Any false representation of Makeup hours will result in ineligibility and loss of Makeup hour privilege Paul Mitchell the School reserves the right to change or add to the above stated.

Students must complete a Future Professional Make-Up Request Form indicating the date, time, activity completed, and the name of the Learning Leader who supervised the make-up time.

#### **MAKEUP WORK**

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

#### **MEASURABLE PERFORMANCE OBJECTIVES**

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

#### SAFETY PRECAUTIONS FOR THE BEAUTY INDUSTRY

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

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

#### STUDENT PROFESSIONAL DEVELOPMENT GUIDELINES

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

#### ATTENDANCE AND DOCUMENTATION OF TIME

- 1. The school records attendance in clock hours and gives appropriate attendance credit for all hours attended. The school does not add or deduct attendance hours as a penalty. Attendance is calculated using a computerized timeclock. This device may consist of an app that can be used on your phone, a biometric scanner in the school, or similar device. To ensure proper clock hours are credited, full-time students are required to clock in/out when they arrive at school, when they leave at the end of the day. Part-time students are required to clock in/out when they arrive at school and when they leave at the end of the day.
- 2. The school is open from 9:00 AM to 4:30 PM for day students and 5:30 PM to 10:00 PM for night students.
- 3. All courses require continuous attendance.
- 4. The prescribed attendance schedule must be maintained each week.

- 5. Students must be on time, as tardiness inhibits the learning process. Students who are late for theory, a specialty class, or a guest artist class may attend the class, but must be accompanied into the classroom by a learning leader. Students are never excused from mandatory theory class to work in the clinic classroom.
- 6. During the enrollment contract period, the student is allowed to miss 150 hours (cosmetology) and 60 hours (esthetics) before having to pay extra instructional charges. If the student's training goes beyond the contracted ending date for course completion, the student will be charged an additional \$11.23 (cosmetology) and \$12.50 (esthetics) for each hour completed after the contract ending date. The student may use the 150 (cosmetology) and 60 (esthetics) allowed absent hours for vacation, appointments, illness, etc.
  - \*\*Refer to the school enrollment contract for the Enrollment Contract Period definition. Please note that if a student misses more than 14 consecutive calendar days, the student may be terminated from the program.
- 7. Students who are late or cannot attend school must contact the school and talk to the school service desk immediately. Day students must call in by 8:00 AM; night students must call in by 1:30 PM.
- 8. Students that will be late 30 minutes or more are not allowed to attend school, unless it has been pre-approved or the student has a doctor's note.
- 9. Students must request time off from school from the Education Leader or Future Professional Advisor.
- 10. 5-day students are required to be in attendance a minimum of seven (7) hours per day, 35 hours per week for the full-time schedule; 3-day students are required to be in attendance a minimum of 30 hours per week for the full-time schedule; 22.5 hours per week for part-time students. Holidays such as Thanksgiving, Christmas, and New Year's Day will be set according to the calendar each year. Students cannot bank hours and attend over 35 hours per week to make up for missing hours.
- 11. Lunches and breaks are scheduled for all students. Day students will take 30 minutes for lunch between 12:00 noon and 1:30 PM, if possible, according to their booking. Students should communicate with their instructor if they have not had lunch by 1:30 PM.

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

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

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

#### PROFESSIONAL IMAGE

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

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

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

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

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

#### SANITATION AND PERSONAL SERVICES

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

#### COMMUNICATION GUIDELINES AND PROFESSIONAL CONDUCT

- 1. Visitors are allowed in the service reception area only. Visitors are not allowed in the classrooms, student lounge, or clinic classroom area.
- 2. Only emergency calls are permitted on the business phone. Students may use the student phones for a limited time. Please keep your calls to three (3) minutes or less.
- 3. Cell phones are permitted in assigned areas of the school.
- 4. Future Professionals may not visit with another Future Professional who is servicing a service guest.
- 5. Future Professionals may not gather around the service desk, service reception area, or offices.
- 6. Food, drinks, and water bottles are allowed only in the lunchroom.
- 7. The school is a smoke-free campus.
- 8. Stealing or taking school property or another's personal property is unacceptable and grounds for termination.
- 9. School administration has the right to access and inspect a Future Professional's locker at any time. Refer to the locker policy.

#### LEARNING PARTICIPATION GUIDELINES

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

16. Theory Class: The school requires a Future Professional to complete all theory hours as part of their graduation requirements. Refer to the graduation requirements.

#### STUDENT SERVICES

- 1. **Housing**: Paul Mitchell The School Denver keeps a file of information about housing in the surrounding areas.
- 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 Denver also gives advice and information to students on these subjects:
  - a. Regulations governing licensure to practice, including reciprocity among jurisdictions.
  - b. Assistance with resume and job search.
  - c. Opportunities for continuing education following graduation.
  - d. Assistance with the financial aid process.
- 3. **Mental Health Counseling:** If referral to professional assistance is necessary, the school maintains a record of such referral.
  - a. Referrals to mental health counseling.
  - b. 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 Colorado can be found at <a href="https://www.sos.state.co.us/voter">www.sos.state.co.us/voter</a>.

For information on Voter Registration and Election Dates for Federal Elections visit <a href="www.eac.gov/voter\_resources">www.eac.gov/voter\_resources</a>.

#### SUSPENSION POLICY

#### PURPOSE:

The purpose of this policy is to establish a framework for the suspension of students in order to maintain a safe and secure learning environment for all students and staff members.

This policy applies to all students enrolled at our school.

#### **POLICY STATEMENT:**

Our school has a zero-tolerance policy for certain behaviors that threaten the safety and well-being of our students and staff. If a student engages in any of the following behaviors, they will be subject to suspension/termination. The suspension can be up to 30 days. A suspension can also be used pending an investigation.

- Physical assault or threat of physical assault
- · Possession or use of weapons or illegal drugs
- · Harassment or bullying
- · Vandalism or destruction of school property
- · Repeated and serious violation of school rules and policies
- Failure to follow dress code
- · Malicious gossip
- Attendance
- Academics
- Parking violation

- Smoking on campus
- Vaping on campus
- · Violation of internet/social media policy including the use of technology for noneducational purposes
- Violation of the Future Professional Advisory Policy or School Standards on-campus, at a school-sponsored event, externship, off-campus event, and/or field trip
- Disruptive behavior, which 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:
  - a. Verbal abuse of or threatening the instructor or other students
  - b. Damaging classroom furniture or property
  - c. Damaging the property of another Future Professional or instructor
  - d. Creating excessive noise
  - e. Refusal to comply with instructor direction
  - f. Persistently speaking without being recognized or called upon
  - g. Refusing to be seated
  - h. Unauthorized use of cell phones, laptops, or other relevant technology
  - i. 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.
- Sleeping in class is prohibited.
- · Unprofessional communication
- Lying/Cheating/Stealing
- Failure to be actively engaged in school-related activities
- Time Clock Violations: Clocking in and out another student, requesting another student clock you in and 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.
- · Tampering is the attempt to alter school records, grades, assignments, or other documents without authorization.
- Plagiarism
- Other academic misconduct

\*In addition, there may be other behaviors or actions that warrant suspension based on the individual circumstances of each case. If a student is suspended, they will not be allowed to attend classes or participate in school activities for the duration of the suspension.

#### SUSPENSION PROCEDURES

- 1. When a student engages in behavior that warrants suspension, the Advisor/Director or designee will conduct an investigation to determine the facts of the situation.
- 2. The student will be given the opportunity to present their side of the story during the investigation.
- 3. If the investigation confirms that the student engaged in the behavior in question, the advisor or designee will notify the student and their parents or guardians of the decision to suspend.
- 4. The student will be given the opportunity to appeal the decision to the school board.

5. We may suspend all parties pending investigation.

#### WRITTEN APPEALS

Student may appeal a school determination imposed on Student to the Appeal Committee. A student may initiate an appeal within fourteen (14) days of receipt of the school's decision. The results of the appeal to the Appeal Committee shall be final.

An appeal shall be limited to review of the record for one or more of the following purposes:

- 1. To determine whether the decision reached regarding the student was based on reasonable evidence.
- 2. To determine whether the sanction(s) imposed were reasonably appropriate for the violation the student was found to have committed.
- 3. To consider new evidence sufficient to alter the decision or sanction which was not previously considered because such evidence was not known or available.

The student is required to submit a written appeal to the Appeal Committee, which includes the following:

- A full description of the student's basis for appeal;
- · A statement of the remedy the student is seeking; and
- · Any supporting documentation.

Written appeals can be submitted in-person, via mail or email at appeals@pmtssanantonio.com.

Certain Terminations Are Final and Are Not Appealable.

If a student is terminated for violations of the Protected Class Nondiscrimination Policy and Procedures; Anti-Bullying Policy; physical violence; physical altercations and threats of violence or threats of physical altercations; drug or alcohol violations; or weapons violations, if terminated after reinstatement from a termination appeal, such termination is final and may not be appealed separately pursuant to this section.

#### RETURN AFTER TERMINATION APPEAL

A student 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 additional coaching sessions before being terminated again.

#### POLICY REVIEW

This policy will be reviewed annually by the school to ensure that it remains relevant and effective.

#### **DISTANCE EDUCATION AND HYBRID REQUIREMENTS**

Paul Mitchell The School Denver 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 on-campus 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 emails with attachments
  - Using an Internet browser and search engine
  - Ability to download and use apps

#### **Hardware Requirements:**

- Tablet Either 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)

#### 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, Students may be required to receive coaching sessions for noncompliance with certain policies. Once a Student has received five (5) 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 be terminated by the School without prior coaching sessions for violating the Future Professional Advisory Policy.

## **COSMETOLOGY PROGRAM**

#### COSMETOLOGY COURSE INFORMATION

#### COSMETOLOGY COURSE DESCRIPTION

Cosmetology: Standard Occupational Classification (SOC 39-5012.00)

Classification of Instructional Programs (CIP 12.0401)

The curriculum involves 1500 hours to satisfy Colorado 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 to be an entry level cosmetologist.

This course is taught in English.

#### COSMETOLOGY COURSE OVERVIEW

#### Course Hours: 1500 clock hours

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

- 1. **Pre-clinical Classroom Instruction:** The first 180 hours are devoted to classroom workshops where students learn design principles, technical information, and professional practices.
- 2. **Clinic Classroom Learning Experience:** The remaining 1320 hours are spent in the clinic area where practical experience is gained.
- 3. **Distance Education Learning Experience:** Students enrolled in the program with distance education will complete a portion of their education through online learning.

#### COSMETOLOGY COURSE OUTLINE

Your time at Paul Mitchell The School Denver during the cosmetology program will be divided into six designations:

- 1. **Core Curriculum:** An orientation, known as the Core program, instills the basic fundamentals. Students are graded and evaluated using written, oral, and practical testing methods. Students must successfully complete the Core curriculum prior to attending regularly scheduled daily classes in cutting, coloring, permanent waving, and chemical texture services.
- 2. **Protégé Learning Experience:** Your experience as a Protégé produces a smooth transition from Core student to Adaptive student. Your time spent as a Protégé prepares you for the clinic experience.
- 3. **Clinic Classroom Learning Experience:** Your clinic floor time 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 floor area.
- 4. Classroom Learning Experience: Your clinic classroom time is divided into six (6) areas: cutting, coloring, texture, makeup, skin, and nails. Each area has an instructor who conducts the different classes each week; Classroom Learning Experiences may also include retail, motivation, self improvement, professional development, and attendance education which may be conducted by an instructor, non-licensed staff member or guest artist.
- 5. **Adaptive Curriculum:** During this part of the program you will enter a new phase of elective classroom workshops coupled with challenging practical services designed to continue building you into a confident designer.

- 6. **Creative Curriculum:** You will spend your second half of your program at Paul Mitchell The School Denver 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 salon career.
- 7. **Final Phase Curriculum:** You will spend your final portion understanding and preparing to take your state board practical and written exams. Classroom learning will help you to understand management and interpersonal skills, resume writing and interviewing, along with hands on practice on the clinic floor.

#### COSMETOLOGY COURSE SUBJECTS

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

Subject	Total Theory Hours	Total Lab Hours	Total Contact Hours
Shampooing, Rinsing, and Conditioning	19	27	46
Haircoloring	60	140	200
Haircutting	60	140	200
Hairstyling	80	102	182
Chemical Texture Services	24	76	100
Manicuring and Pedicuring	30	130	160
Application of Artificial Nails	15	99	114
Facials and Skin Care	30	130	160
Facial Makeup	27	3	30
Hair Removal	10	58	68
Laws, Rules, and Regulations	15	15	30
Management, Ethics, Interpersonal Skills, and Salesmanship	30	0	30
Disinfection, Cleaning, and Safe Work Practices	50	130	180
Total Lab & Distance Education Theory	450	1050	1500

Paul Mitchell The School Denver offers employment assistance to help graduates' efforts to secure education-related employment that includes, but is not limited to, training in professionalism, resume development, job interview preparation, and job search skills. These additional courses are not a requirement for state licensure.

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

#### COSMETOLOGY PROGRAM TESTING AND GRADING PROCEDURE

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

- 1. **Academic theory exams:** Students must receive a grade of 70% 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 70% or higher on each written exam and each practical skill exam in order to complete the Core program. The exams are an overview of instruction taught during the Core schedule. All Core written and practical skill exams must be passed with a 70% in order to transition to the Clinic Classroom. If students are unable to pass each exam after two attempts, the

- student may be asked to withdraw from the program and re-enroll in the next available Core class start date. 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 exam covers an overview of all related cosmetology subjects (e.g., anatomy, chemistry, etc.). Students must receive a grade of 70% or higher on all final exams. 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, Colorado state law, and other items covered on the state cosmetology exam. Students must receive a grade of 70% 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 the Course Key app. All assigned practical skill assessments must be completed in order to complete the program.
- 6. **Final Phase Exams:** Mock practical state board, mock written state board, Colorado state laws. Final Phase Exams must be completed within the school facility and cannot be taken through distance education.
- 7. 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 70% 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.

#### 2024 COSMETOLOGY CLASS START DATES

Option	Days
4-DAY:	January 16, March 4, April 22, June 17, August 5, September 23, November 18
5-DAY:	January 16, March 4, April 22, June 17, August 5, September 23, November 18
NIGHT SCHEDULE:	March 4, June 3, August 26, November 18

#### COSMETOLOGY POSTPONEMENT OF START DATE

Postponement of a starting date, whether at the request of the school or the student, requires a written agreement signed by the student and the school. The agreement must set forth:

- a. Whether the postponement is for the convenience of the school or the student, and;
- b. A deadline for the new start date, beyond which the start date will not be postponed.

If the course is not commenced, or the student fails to attend by the new start date set forth in the agreement, the student will be entitled to an appropriate refund of prepaid tuition and fees within 30 days of the deadline of the new start date set forth in the agreement, determined in accordance with the school's refund policy and all applicable laws and rules concerning the Private Occupational Education Act of 1981.

#### COSMETOLOGY PROGRAM SCHEDULES

Option	Days	Time	Hours Per Day	Hours Per Week
Night Part Time (Hybrid)	Monday - Thursday	5:30 PM to 9:30 PM	4 hrs per day	
Night Part Time (Hybrid)	Distance Education		6 hrs per day	22 hrs per week
4-DayFull Time Core (Hybrid)	Monday, Tuesday, Thursday & Friday	9:00 AM to 4:30 PM	6.5 hrs per day	28 hrs per week
4-Day After Core (Hybrid)	Monday-Wednesday	9:00 AM to 4:30 PM	6.5 hrs per day	

Option	Days	Time	Hours Per Day	Hours Per Week
	Distance Education		7 hrs per day	28 hrs per week
5-Day Core Full Time	Monday, Tuesday, Thursday & Friday	9:00 AM to 4:30 PM	7 hrs per day	28 hrs per week
5-Day After Core	Monday - Friday	9:00 AM to 4:30 PM	7 hrs per day	35 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 Denver.

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		
Tuition	\$19,250.00	
Registration Fee	100.00	
Technical Kit	1,913.10	
Textbooks (non-refundable)	359.80	
Sales Tax	181.83	
TOTAL COSTS	\$21,804.73	

Program	Per Clock Hour Rate (Transfer and Re-Entry Students Only)
Cosmetology 1500	\$12.83

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.

Beginning September 1, 2024, please be advised that a 4.5% fee will be applied to each credit or debit card transaction conducted with our organization. This fee is necessary to cover processing costs associated with card payments. However, please note that the 4.5% fee is waived for ACH payments. By proceeding with a credit or debit card transaction, you acknowledge and agree to the imposition of this fee.

Financial aid available to those who qualify.

Per VA regulation, only mandatory fees may be billed to the VA. The cost of our Kit and iPad are not mandatory fees and as such cannot be charged to the VA. Students utilizing VA benefits will be responsible for arranging alternate payments for these costs.

At its sole discretion, the school may adjust tuition and kit fees for students that transfer from a school that has closed without notice.

#### COSMETOLOGY KIT AND TEXTBOOKS

#### COSMETOLOGY TECHNICAL KIT

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

The following items are contained in the Paul Mitchell Cosmetology Technical Kit and can be purchased from Paul Mitchell The School Denver, Sally's Beauty Supplies, Amazon, or Tammy Taylor.

Item	Cost
сомвѕ	
1 Paul Mitchell Metal Pick Teasing Comb, 109	\$2.53
1 Paul Mitchell White Cutting Comb, 408	\$4.03
1 Paul Mitchell Red Cutting Comb, 416	\$4.03
1 Paul Mitchell Teal Cutting Comb, 424	\$4.03
1 Paul Mitchell Black Metal Tail, 429	\$2.53
1 Paul Mitchell Black Rat Tail, 814	\$2.53
1 Paul Mitchell Detangler Comb	\$3.02
BRUSHES	
1 Paul Mitchell Paddle Plastic 427	\$8.46
1 Paul Mitchell Scalp Brush	\$4.54
1 Paul Mitchell Styling Plastic 407	\$5.75
1 Paul Mitchell Sculpting Plastic 413	\$4.54
1 Paul Mitchell Express Ion Round® - Large	\$12.00
1 Paul Mitchell Express Ion Round® - Small	\$10.60
CAPES	
1 Paul Mitchell All Purpose Cape	\$20.15
1 Paul Mitchell Cutting Cape	\$20.15
ACCESSORIES	
1 Paul Mitchell Metal Clips (10 pack)	\$9.07
1 Paul Mitchell Rolling Metal Case	\$125.44
TOOLS	
1 Pivot Point Mannequin Head Bundle	\$137.55
2 Female Mannequin	\$197.47
1 Clipper and Trimmer	\$167.76
1 Paul Mitchell Feathering Razor	\$25.19
1 Express Ion Dry+® (Plus) 125V	\$80.54
1 Paul Mitchell Express Gold Curl™ Marcel, .75"	\$46.27
1 Paul Mitchell Manicure Set	\$22.17
1 Express Ion Smooth® + (Plus) 120v	\$75.11
1 Scissor Kit, (2 Pair), 6.0", Texturizer, 5.5", Case	\$363.21
1 Paul Mitchell Tripod	\$150.63
1 Paddle, Paul Mitchell Lightener	\$8.06
1 Pro Universal Ultimate Face Makeup Kit	\$232.50
1 Acrylic Nail Kit	\$134.70
2 Replacement Hands	\$18.10
10 Practice Fingers	\$3.19
1 Water Bottle	\$7.25

Any used and/or opened items in the Paul Mitchell Technical Kit are considered unreturnable equipment. Returnable equipment must be returned within 20 days of withdrawal, no exceptions. All returned equipment will be assessed a 25% restocking fee.

Item	Cost
Total Cost of Technical Kit (includes Sales Tax)— Cosmetology:	\$1,913.10
Sales Tax – Cosmetology:	\$153.05
Total:	\$2,066.15

#### COSMETOLOGY TEXTBOOKS

Item	Cost
1 Pivot Point	\$293.13
1 Qnity	\$66.67
Sales Tax	\$28.78
Total Cost:	\$388.58

#### COSMETOLOGY EDUCATION KIT

The Cosmetology Education Kit is included in the cost of tuition.

Item	Item
1 Business Fundamentals: Connecting to My Future E-Book	The Cutting System App
1 Be Nice (Or Else!) E-Book	The Men's Cutting App
The Learning Kit App	Barbering Fundamentals App
The Color Systems App	The Makeup App
The Mini Swatch	

Transfer students are responsible to purchase the education kit at an additional cost from the tuition. The cost of the education kit is \$653.40.

#### COSMETOLOGY IPAD USAGE POLICY

IPads are to be utilized for educational purposes when in use at Paul Mitchell The School Denver. Future Professionals are not permitted to use their iPad for personal use during educational classes, including but not limited to: theory, specialty class, mini classes and on the clinic classroom.

Students may purchase the iPad as part of their technical kit for an additional fee.

Item	Cost
iPad	\$329.79
Sales Tax	\$26.38
Total	\$356.17

#### COSMETOLOGY STUDENT TEXTBOOK 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 it's entirety from the school, or they may be purchased independently.

If purchased independently, they must meet the criteria listed on the Student Technical Kit List. Refer to the catalog kit list. 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.

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. Published kit lists herein are subject to change.

**Right to Independent Purchase of Textbooks and Technical Kit:** Any student who desires to independently purchase their textbook or technical kit from a vendor other than Paul Mitchell The School Denver has the right to do so. A student who chooses to do this should notify the school during contracting.

#### **GRADUATION INFORMATION**

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

- 1. Receive the required number of clock hours of training.
- 2. For a student to meet state requirements, all clinic practical worksheets must be completed in their entirety.
- 3. Pass written and practical exams.
- 4. Complete the required theory hours.
- 5. Pay all tuition costs or make satisfactory arrangements for payment of all monies owed to the school.

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

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

A certified transcript will be provided to a student who withdraws which will include hours that the school has been compensated for. For the purpose 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 below are graduation requirement for the Classic Lash Fundamentals, Lash and Brow Lift, and Volume Advance Lash Extensions:

- 1. Receive the required number of clock hours of training.
- 2. Complete all the requirements.
- 3. Pay all tuition costs or make satisfactory arrangements for payment of all monies owed to the school.

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

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

A certified transcript will be provided to a student who withdraws which will include hours that the school has been compensated for. For the purpose 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.

#### GRADUATION, PLACEMENT, AND JOB OPPORTUNITIES

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

Although Paul Mitchell The School Denver does not guarantee employment upon graduation, Paul Mitchell The School Denver does maintain an aggressive job placement program and will inform students of job openings and opportunities. Paul Mitchell The School Denver 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 Denver has placed students in the beauty industry as Hair Stylists, Makeup Artists, Nail Technicians, Beauty Industry Educators, Salon Owners or Managers, and Estheticians.

#### 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**

#### **ESTHETICIAN COURSE INFORMATION**

#### ESTHETICS COURSE DESCRIPTION

Esthetics: Standard Occupational Classification (SOC 39-5094.00) Classification of Instructional Programs (CIP 12.0409)

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

\*Graduates are prepared to be an entry level esthetician.

This course is taught in English.

#### **ESTHETICS COURSE OVERVIEW**

#### Course Hours: 600 clock hours

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

- 1. **Pre-clinical Classroom Instruction:** The first 150 hours are devoted to classroom workshops, demonstration, and practical experience. You will learn esthetics principles, technical information, and professional practices.
- 2. Clinic Learning Experience: The remaining 450 hours are spent in the clinic area, gaining practical experience.
- 3. **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 in the Paul Mitchell The School Denver esthetics program will be divided into four (4) designations:

- Core Curriculum: An Orientation known as the CORE program is dedicated to exploring foundational knowledge
  and basic esthetics facial and waxing 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.
- 2. **Protégé Learning Experience:** Your experience as a Protégé produces a smooth transition from Core student to Adaptive student. Your time spent as a Protégé prepares you for the clinic experience.
- 3. **Clinic Classroom Learning Experience:** Your clinic classroom time will be guided with individual attention and group learning experiences using workshops, worksheets, and periodic tests developed specifically for this monitoring progress. This is when you begin working on paying clients in the clinic classroom area.
- 4. Classroom Learning Experience: Your classroom time is divided into six (6) areas: beginning of facials, layers of the skin, face shapes, disinfection and sanitation, and the basic of skin care and make-up. Each area has a specialist in the field who conducts the different classes once a week; these may include guest artists, retail, motivation, self-improvement, and make-up, etc.

#### **ESTHETICS COURSE SUBJECTS**

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

Subject	Total Theory Hours	Total Lab Hours	Total Contact Hours
Facial and Skin Care	30	90	120
Facial Makeup	15	45	60
Hair Removal	22	68	90
Laws, Rules, and Regulations	8	22	30
Management, Ethics, and Interpersonal Skills, and Salesmanship	30	90	120
Disinfection, Cleaning, and Safe Work Practices	45	135	180
Total Lab & Theory	150	450	600

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

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 incorporated during the student's 600-hour course:

- 1. **Academic theory exams:** Students must receive a grade of 70% 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 70% or higher on each written exam and each practical skill exam in order to complete the Core program. The exams are an overview of instruction taught during the Core schedule. All Core written and practical skill exams must be passed with a 70% in order to transition to the Clinic Classroom. If students are unable to pass each exam after two attempts, the student may be asked to withdraw from the program and re-enroll in the next available Core class start date. The core written and practical skills evaluation must be completed within the school facility and cannot be taken through distance education.
- 3. **Final written and practical exam:** This test is an overview of all related esthetics subjects (e.g., anatomy, chemistry, etc.). The written test covers an overview of all theory instruction, Colorado state law, and other items covered on the state esthetics exam. The practical test also covers all expected phases of the state board examination. Students must receive a grade of 70% or higher on all final tests. The Final written and practical exam 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 the Course Key app. All assigned practical skill assessments must be completed in order to complete the program.
- 5. **Final Phase Exams:** Mock practical state board, mock written state board, Colorado state laws. Final Phase Exams must be completed within the school facility and cannot be taken through distance education.
- 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 70% 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.

#### 2024 ESTHETICS CLASS START DATES

Dates

January 22, March 18, May 20, July 15, September 16, November 12

#### ESTHETICS POSTPONEMENT OF START DATE

Postponement of a starting date, whether at the request of the school or the student, requires a written agreement signed by the student and the school. The agreement must set forth:

- a. Whether the postponement is for the convenience of the school or the student, and;
- b. A deadline for the new start date, beyond which the start date will not be postponed.

If the course is not commenced, or the student fails to attend by the new start date set forth in the agreement, the student will be entitled to an appropriate refund of prepaid tuition and fees within 30 days of the deadline of the new start date set forth in the agreement, determined in accordance with the school's refund policy and all applicable laws and rules concerning the Private Occupational Education Act of 1981.

#### **ESTHETICS PROGRAM SCHEDULE**

Option	Days	Time	Hours Per Day	Hours Per Week
3-Day Full Time Core (Hybrid)	Monday - Wednesday	9:00 AM to 5:00 PM	5 hrs per day	22.5 hrs per week
3-Day Full Time After Core (Hybrid)	Monday - Wednesday	9:00 AM to 5:00 PM	5 hrs per day	
	Distance Education		6 hrs per week	28.5 hrs per week
3-Day Full Time	Monday - Wednesday	9:00 AM to 5:00 PM	5 hrs per day	22.5 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 Denver.

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 W/ EXPERT MAKEUP KIT		
Tuition	\$10,250.00	
Registration Fee	100.00	
Expert Makeup Kit	1,491.09	
Textbooks (non-refundable)	383.57	
Sales Tax	149.97	
TOTAL COSTS	\$12,374.63	

TUITION – ESTHETICS W/ MASTER MAKEUP KIT		
Tuition	\$10,250.00	
Registration Fee	100.00	
Expert Makeup Kit	1,599.80	

TUITION - ESTHETICS W/ MASTER MAKEUP KIT		
Textbooks (non-refundable)	383.57	
Sales Tax	158.67	
TOTAL COSTS	\$12,492.04	

#### Students have the option to purchase the iPad for an additional \$329.79 + \$26.38 sales tax, for a total of \$356.17.

Program	Per Clock Hour Rate (Transfer and Re-Entry Students Only)
Esthetics 600	\$17.08

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.

Beginning September 1, 2024, please be advised that a 4.5% fee will be applied to each credit or debit card transaction conducted with our organization. This fee is necessary to cover processing costs associated with card payments. However, please note that the 4.5% fee is waived for ACH payments. By proceeding with a credit or debit card transaction, you acknowledge and agree to the imposition of this fee.

Financial aid available to those who qualify.

Per VA regulation, only mandatory fees may be billed to the VA. The cost of our Kit and iPad are not mandatory fees and as such cannot be charged to the VA. Students utilizing VA benefits will be responsible for arranging alternate payments for these costs.

At its sole discretion, the school may adjust tuition and kit fees for students that transfer from a school that has closed without notice.

#### **ESTHETICS KIT AND TEXTBOOKS**

#### ESTHETICS EXPERT MAKEUP TECHNICAL KIT

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

The following items are contained in the Paul Mitchell esthetics kit:

Item	Cost
TOOLS	
1 Esthetics Manikin	\$42.37
17 Piece Body Brush	\$13.13
112 oz. Facial Mixing Bowl	\$1.90
15 Piece Eyebrow Set	\$10.48
1 Mini Palette Set	\$6.88
1 Student Bag	\$0.00
SKIN CARE KIT	\$383.83
ULTIMATE FACE MAKEUP KIT	
1 Expert Makeup Kit	\$523.47
1 Transformer Primer	
6 Luminous Treatment Foundations	
6 Double Effect Powders	
1 Universal Skin Tone Palette	

Item	Cost
1 Skin Powder Palette	
4 Duo Lip / Eye Pencils	
1 Pro Lip Color Palette	
2 Defining Wax	
1 Shimmer Eyeshadow Palette	
1 Lash Sculpt Mascara	
1 Color Wheel Matte Eyeshadow	
1 Ultimate Makeup Case	
1 Duo Tone Powder	
1 Defining Duo	
1 Ink Gel Liner	
1 PM Ultimate Makeup Brushes	
1 Pro Sharpener	
BT Micro Kit	\$509.03
1BT-Analyze	
1BT- Backpack	
1BT- Belt	
1BT-Micro	
1BT-Zoom	
1BT-Vision 2.0	

Any used and/or opened items in the Paul Mitchell Technical Kit are considered unreturnable equipment.

Returnable equipment must be returned within 20 days of withdrawal, no exceptions. All returned equipment will be assessed a 25% restocking fee.

Item	Cost
Total Cost of Technical Kit (includes Sales Tax)– Esthetics:	\$1,491.09
Sales Tax:	\$119.29
Total:	\$1,610.38

<sup>\*</sup>State Board Kit is avalible at an additional cost to the student. Please see the Education Leader/Final Phase Learning Leader for more details.

# ESTHETICS MASTER MAKEUP TECHNICAL KIT

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

The following items are contained in the Paul Mitchell esthetics kit:

Item	Cost
TOOLS	
1 Esthetics Manikin	\$38.88
17 Piece Body Brush	\$12.05
112 oz. Facial Mixing Bowl	\$1.74
15 Piece Eyebrow Set	\$9.62

[.	-
Item	Cost
1 Mini Palette Set	\$6.31
1 Student Bag	\$0.00
SKIN CARE KIT	\$352.16
ULTIMATE FACE MAKEUP KIT	
1 Expert Makeup Kit	\$712.01
1 Transformer Primer	
6 Luminous Treatment Foundations	
6 Double Effect Powders	
1 Universal Skin Tone Palette	
1 Skin Powder Palette	
4 Duo Lip / Eye Pencils	
1 Pro Lip Color Palette	
2 Defining Wax	
1 Shimmer Eyeshadow Palette	
1 Lash Sculpt Mascara	
1 Color Wheel Matte Eyeshadow	
1 Ultimate Makeup Case	
1 Duo Tone Powder	
1 Defining Duo	
1 Ink Gel Liner	
2 PM Ultimate Makeup Brushes	
1 Pro Sharpener	
6 Marula Lip Velvet	
6 Marula Lip Glaze	
2 Luminous Blush	
1 Marula Oil Balm	
5 Liquid Lip Colors	
1 Power Gloss	
1 Marula Oil Gloss	
BT Micro Kit	\$467.03
1 BT-Analyze	
1 BT- Backpack	
1 BT- Belt	
1 BT-Micro	
1 BT-Zoom	
1 BT-Vision 2.0	

Any used and/or opened items in the Paul Mitchell Technical Kit are considered unreturnable equipment.

Returnable equipment must be returned within 20 days of withdrawal, no exceptions. All returned equipment will be assessed a 25% restocking fee.

Item	Cost
Total Cost of Technical Kit (includes Sales Tax)– Esthetics:	\$1,599.80
Sales Tax:	\$127.98
Total:	\$1,727.78

\*State Board Kit is avalible at an additional cost to the student. Please see the Education Leader/Final Phase Learning Leader for more details.

# **ESTHETICS TEXTBOOKS**

Item	Cost
1 Pivot Point	\$313.39
1 Qnity	\$70.18
Sales Tax	\$30.69
Total Cost:	\$414.26

# **ESTHETICS EDUCATION KIT**

The Esthetics Education Kit is included in the cost of tuition.

Item
1 Business Fundamentals: Connecting to My Future E-Book
1 Be Nice (Or Else!) E-Book
1 Makeup App
1 Makeup Portfolio App

Transfer students are responsible to purchase the education kit at an additional cost from the tuition. The cost of the education kit is \$292.72.

# ESTHETICS IPAD USAGE POLICY

IPads are to be utilized for educational purposes when in use at Paul Mitchell The School Denver. Future Professionals are not permitted to use their iPad for personal use during educational classes, including but not limited to: theory, specialty class, mini classes and on the clinic classroom.

Students may purchase the iPad as part of their technical kit for an additional fee.

Item	Cost
iPad	\$329.79
Sales Tax	\$26.38
Total	\$356.17

# ESTHETICS STUDENT 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 it's entirety from the school, or they may be purchased independently. If purchased independently, they must meet the criteria listed on the Student Technical Kit List. Refer to the catalog kit list. 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.

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. Published kit lists herein are subject to change.

**Right to Independent Purchase of Textbooks and Technical Kit:** Any student who desires to independently purchase their textbook or technical kit from a vendor other than Paul Mitchell The School Denver has the right to do so. A student who chooses to do this should notify the school during contracting.

#### **GRADUATION INFORMATION**

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

- 1. Receive the required number of clock hours of training.
- 2. For a student to meet state requirements, all clinic practical worksheets must be completed in their entirety.
- 3. Pass written and practical exams.
- 4. Complete the required theory hours.
- 5. Pay all tuition costs or make satisfactory arrangements for payment of all monies owed to the school.

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

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

A certified transcript will be provided to a student who withdraws which will include hours that the school has been compensated for. For the purpose 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 below are graduation requirement for the Classic Lash Fundamentals, Lash and Brow Lift, and Volume Advance Lash Extensions:

- 1. Receive the required number of clock hours of training.
- 2. Complete all the requirements.
- 3. Pay all tuition costs or make satisfactory arrangements for payment of all monies owed to the school.

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

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

A certified transcript will be provided to a student who withdraws which will include hours that the school has been compensated for. For the purpose 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.

# GRADUATION, PLACEMENT, AND JOB OPPORTUNITIES

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

Although Paul Mitchell The School Denver does not guarantee employment upon graduation, Paul Mitchell The School Denver does maintain an aggressive job placement program and will inform students of job openings and opportunities. Paul Mitchell The School Denver 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 Denver has placed students in the beauty industry as Hair Stylists, Makeup Artists, Nail Technicians, Beauty Industry Educators, Salon Owners or Managers, and Estheticians.

#### 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.

# **LASHES PROGRAM**

# LASHES COURSE INFORMATION

# LASHES COURSE DESCRIPTION CLASSIC LASH FUNDAMENTALS

The curriculum involves 16 hours of lash extension. The course includes hands on instruction, application and care of lash extensions.

#### LASH AND BROW LIFT

The curriculum involves 7 hours of lash and brow lift. The course includes hands on instruction, application and care of lash extensions.

#### **VOLUME ADVANCED LASH EXTENSIONS**

The curriculum involves 14 hours of lash extension. The course includes hands on instruction, application and care of lash extensions.

\*\*\*The Classic Lash Fundamentals, Lash and Brow Lift, and Volume Lash Extension courses are not regulated by the division of Private Occupational Schools and are exempt from the provisions of Article 64, Title 23, C.R.S, for ancillary/supplementary education pursuant to § 23-64-104(1)(c), C.R.S.

Classic Lash Fundamentals, Lash and Brow Lift, and Volume Advanced Lash Extensions do not lead to licensure, the courses are not accredited and are not Title IV eligible.

# CLASSIC LASH FUNDAMENTALS COURSE SUBJECTS

Subject	Total Hours
The Eye	
Contraindications	
Sanitation	
Types of Eyelash Extensions	
Tweezers & Adhesives	
Emergency Plans	
Workspace Set up	
Self-Care	16
Consultation	
Design	
Fundamentals	
Application	
Allergic Reactions	
Maintenance & Care	
2 hours of Lab can be requested but not mandatory to complete the course	
Total Lab & Theory	16

# LASH & BROW LIFT COURSE SUBJECTS

Subject	Total Hours
Section 1: Welcome	7
Section 2: Product & Preparation	,

Subject	Total Hours
Section 3: Procedure & Aftercare	
Course Feedback	
1 hour of Lab can be requested but not mandatory to complete the course	
Total Lab & Theory	7

# **VOLUME ADVANCED LASH EXTENSIONS COURSE SUBJECTS**

Subject	Total Hours
The Eye	
Contraindications	
Sanitation	
Types of Eyelash Extensions	
Tweezers & Adhesives	
Emergency Plans	
Workspace Set up	
Self-Care	14
Consultation	14
Design	
Volume Technique	
Fundamentals	
Application	
Allergic Reactions	
Maintenance & Care	
2 hours of Lab can be requested but not mandatory to complete the course	
Total Lab & Theory	14

<sup>\*</sup>The Classic Lash Fundamentals, Lash and Brow Lift, and Volume Lash Extension courses are not regulated by the division of Private Occupational Schools and are exempt from the provisions of Article 64, Title 23, C.R.S, for ancillary/supplementary education pursuant to § 23-64-104(1)(c), C.R.S.

Classic Lash Fundamentals, Lash and Brow Lift, and Volume Advanced Lash Extensions do not lead to licensure, the courses are not accredited and are not Title IV eligible.

# **2024 LASHES CLASS START DATES**

Classic Lash Fundamentals **			
DAY SCHOOL: Please see the Admissions Leader for specific start dates			
Lash and Brow Lift **	Lash and Brow Lift **		
DAY SCHOOL:	Please see the Admissions Leader for specific start dates		

Volume Advanced Lash Extensions **	
DAY SCHOOL: Please see the Admissions Leader for specific start dates	

<sup>\*\*</sup> Only licensed professionals may enroll in the Classic Lash Fundamental, Lash and Brow Lift, and Volume Advanced Lash Extension course.

#### LASHES 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 Denver.

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 — CLASSIC LASH FUNDAMENTALS **	
Tuition	\$880.00
TOTAL COSTS	\$880.00

TUITION – LASH AND BROW LIFT**	
Tuition \$339.00	
TOTAL COSTS	\$339.00

TUITION – VOLUME ADVANCED LASH EXTENSIONS **	
Tuition	\$755.00
TOTAL COSTS	\$755.00

<sup>&</sup>quot;The Classic Lash Fundamentals, Lash and Brow Lift, and Volume Lash Extension courses are not regulated by the division of Private Occupational Schools and are exempt from the provisions of Article 64, Title 23, C.R.S, for ancillary/supplementary education pursuant to § 23-64-104(1)(c), C.R.S."

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.

#### **GRADUATION INFORMATION**

#### GRADUATION REQUIREMENTS IN COURSES

- 1. Receive the required number of clock hours of training.
- 2. For a student to meet state requirements, all clinic practical worksheets must be completed in their entirety.
- 3. Pass written and practical exams.
- 4. Complete the required theory hours.
- 5. Pay all tuition costs or make satisfactory arrangements for payment of all monies owed to the school.

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

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

A certified transcript will be provided to a student who withdraws which will include hours that the school has been compensated for. For the purpose 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 below are graduation requirement for the Classic Lash Fundamentals, Lash and Brow Lift, and Volume Advance Lash Extensions:

- 1. Receive the required number of clock hours of training.
- 2. Complete all the requirements.
- 3. Pay all tuition costs or make satisfactory arrangements for payment of all monies owed to the school.

<sup>\*\*</sup>Classic Lash Fundamentals, Lash and Brow Lift, and Volume Advanced Lash Extensions do not lead to licensure, the courses are not accredited and not Title IV eligible.

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

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

A certified transcript will be provided to a student who withdraws which will include hours that the school has been compensated for. For the purpose 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.

# GRADUATION, PLACEMENT, AND JOB OPPORTUNITIES

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

Although Paul Mitchell The School Denver does not guarantee employment upon graduation, Paul Mitchell The School Denver does maintain an aggressive job placement program and will inform students of job openings and opportunities. Paul Mitchell The School Denver 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 Denver has placed students in the beauty industry as Hair Stylists, Makeup Artists, Nail Technicians, Beauty Industry Educators, Salon Owners or Managers, and Estheticians.

# 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.

# 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 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 <u>www.studentaid.gov</u> 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 <a href="https://www.studentaid.gov">www.studentaid.gov</a>.

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.

- i. Interest does not accrue on the Subsidized loan while you are enrolled at least half-time.
- ii. 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.

- i. Interest begins to accrue on the Unsubsidized loan from the date of the first disbursement.
- ii. You are responsible for paying the interest on a Direct Unsubsidized Loan during all periods.
- iii. 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.

- i. Eligibility is not based on financial need and can be applied to cover the entire cost of attendance.
- ii. A credit check is required. Borrowers who have an adverse credit history must meet additional requirements to qualify.
- iii. 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 are set by the first disbursement date of the loan.

#### DIRECT LOANS TERMS AND CONDITIONS

- i. A student must be enrolled at least half-time to receive a federal student loan disbursement.
- ii. Repayment of federal student loans begins 6 months after a student ceases to be enrolled at least half-time. This6-month period is called a grace period.
- iii. 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 halftime.
- iv. 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: <a href="https://studentaid.gov/understand-aid/">https://studentaid.gov/understand-aid/</a> 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:

- i. The entire unpaid balance of your loan and any interest you owe becomes immediately due (this is called "acceleration").
- ii. You can no longer receive deferment or forbearance, and you lose eligibility for other benefits, such as the ability to choose a repayment plan.
- iii. You lose eligibility for additional Federal Student aid.
- iv. 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.
- v. 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:

- i. Be a citizen or an eligible non-citizen of the United States.
- ii. 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).
- iii. 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.
- iv. Be enrolled in an eligible program.
- v. Maintain satisfactory academic progress as described in the school policy.
- vi. Not owe a refund on a Federal Student grant or be in default of a Federal Student Loan.
- vii. Demonstrate financial need.
- viii. 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:

- i. Net Price Calculator Tool available at <a href="https://www.paulmitchell.edu/denver">https://www.paulmitchell.edu/denver</a>, this tool 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.
- ii. 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.
- iii. College Affordability & Transparency Center provides the Department of Education tools for comparing college costs, please visit: <a href="https://collegecost.ed.gov">https://collegecost.ed.gov</a>.

#### STEPS TO APPLY

- A. Sign up for an FSA ID at <a href="www.studentaid.gov/fsa-id/create-account/launch">www.studentaid.gov/fsa-id/create-account/launch</a>. 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:
  - 1. Log on to www.studentaid.gov
  - 2. 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:

- i. What a Direct Loan is and how the loan process works.
- ii. Managing your education expenses.
- iii. Other financial resources to consider helping pay for your education.
- iv. 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.
    - i. 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 documents, 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

satisfactory academic progress.

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 disbursements are evaluated and paid at the end of every payment period, based on the student's

- i. 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.
- ii. 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:

- i. 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
- ii. 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, etc.), you will receive a Credit Balance refund.

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

#### RETURN TO TITLE IV

The school is required by Federal statute to recalculate Federal financial aid eligibility for students who withdraw, drop out, are dismissed, or take a leave of absence prior to completing 60% of a payment period or term. The Federal Title IV financial aid programs must be recalculated in these situations:

- A. If a student leaves the institution prior to completing 60% of a payment period or term, the financial aid office recalculates eligibility for Title IV funds. Recalculation is based on the percentage of earned aid using the following Federal Return of Title IV funds formula:
  - Percentage of payment period or term completed = the number of days completed up to the withdrawal date divided by the total days in the payment period or term (Any break of five days or more is not counted as part of the days in the term.) This percentage is also the percentage of earned aid.
- B. Funds are returned to the appropriate federal program based on the percentage of unearned aid using the following formula:

Aid to be returned = (100% of the aid that could be disbursed minus the percentage of earned aid) multiplied by the total amount of aid that could have been disbursed during the payment period or term.

If a student earned less aid than was disbursed, the institution would be required to return a portion of the funds and the student would be required to return a portion of the funds. Keep in mind that when Title IV funds are returned, the student borrower may owe a debit balance to the institution.

If a student earned more aid than was disbursed to him/her, the institution would owe the student a post-withdrawal disbursement which must be paid within 120 days of the student's withdrawal.

The institution will return the amount of Title IV funds for which it is responsible no later than 30 days after the date of the determination of the date of the student's withdrawal.

Refunds are returned in the following order:

- Federal Unsubsidized Direct Stafford Loans
- · Federal Subsidized Direct Stafford Loans
- Federal Direct Parent PLUS Loans
- · Federal Pell Grants
- Federal Supplemental Educational Opportunity Grants

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

# 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 students 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 e mail sent to the Financial Services Leader at the School at the following e mail address

chandra@pmtssanantonio.com. 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.

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:

- 1. The institutional charges multiplied by the unearned percentage of the student's Title IV funds; or
- 2. 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 Direct Loan 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. Any Direct Loan funds due in a post-withdrawal disbursement must be offered to the Student or parent and the School must receive the Student's or parent's authorization before crediting their account. The request for authorization is required to be sent to the Student or parent within 30 days of the date of the School's determination that a Student has withdrawn.

#### INSTITUTIONAL REFUND POLICY

- 1. Any monies due the applicant or 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. An applicant is not accepted by the school. This applicant shall be entitled to a refund of all monies paid to the school.
  - 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, within three (3) business days of signing the enrollment contract. In this case, all monies collected by the school shall be refunded. This policy applies regardless of whether or not the student has actually started training.

- c. A student who cancels his/her contract within three (3) business days after signing the contract is entitled to a refund of all monies paid to the school or making an initial payment if the student has not commenced training.
- d. A student notifies the Financial Aid Office 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, or the date said information is delivered to the school administrator/owner in person.
- g. Monies paid for the student kit is nonrefundable unless the student cancels within 3 (three) business days of signing the enrollment contract or the student cancels prior to entering class.
- h. A student on an approved leave of absence notifies the school that he/she will not be returning. The 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 institution that the student will not be returning.
- 2. Any monies due a student who unofficially withdraws from the institution shall be refunded within 30 days of a determination by the institution that the student has withdrawn without notifying the institution. Unofficial withdrawals are monitored every 30 days and a determination is made to withdraw a student who has been absent from school for 14 or more consecutive calendar days; the withdrawal date that will be used in this calculation is the student's actual last date of attendance.
- 3. 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.
- 4. All extra costs, such as books, equipment, graduation fees, registration fee, rentals, and other such charges, are not considered in the tuition adjustment computation if the charges are itemized separately in the enrollment contract.
- 5. A full refund of tuition and fees paid in the event that the school discontinues a course or program of education during a period of time within which a student could have reasonably completed the same; except that this provision shall not apply in the event that the school ceases operations.
- 6. For students who terminate prior to completion, an administration fee in the amount of \$100.00 will be assessed.
- 7. A student's account may be sent to collections for nonpayment.
- 8. 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.
- 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.
- 10. Granting of credit for previous training shall not impact the refund policy.

#### **REFUND TABLE**

The following refund table distribution is used for all applicants/students due a refund. Upon withdrawal or termination, a student may owe tuition or be entitled to a refund based on his/her actual hours:

Refund Table Distribution		
Within first 10% of program	90% (less cancellation charge)	
After 10% but within first 25% of program	75% (less cancellation charge)	
After 25% but within first 50% of program	50% (less cancellation charge)	
After 50% but within first 75% of program	25% (less cancellation charge)	
After 75% of program	No Refund (if paid in full, cancellation charge is not applicable)	

If the course is not commenced, or the student fails to attend by the new start date set forth in the agreement, the student will be entitled to an appropriate refund of prepaid tuition and fees within 30 days of the new start date deadline date set forth in the agreement, determined in accordance with the school's refund policy and all applicable laws and rules concerning the Private Occupational Education Act of 1981.

#### SPECIAL PROVISIONS FOR BOOKS AND SUPPLIES

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

- 1. Ten days before the beginning of the payment period, the school could have disbursed FSA funds to the student;
- 2. Disbursement of those funds would have created an FSA credit balance.

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

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

# PREFERRED LENDER LIST AND PRIVATE EDUCATION LOAN DISCLOSURES

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

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

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 Denver.

#### STUDENT FINANCIAL AID RELEASE

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

# POLICY FOR VERIFICATION OF TITLE IV FUNDING

The school has policies and procedures that it follows for verification of Title IV funding. Verification is a requirement by the U.S. Department of Education. Students are randomly selected to provide additional information. The school

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

# SATISFACTORY ACADEMIC PROGRESS POLICY

# 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:

- 1. A minimum cumulative Theory grade level of 70% or higher.
- 2. A minimum cumulative academic level of 70% or higher on practical worksheet completion.\*
- 3. To determine whether a student meets the academic requirements for satisfactory progress, theory and practical grades are averaged together to give a cumulative academic grade of 70% or higher.
- 4. A minimum cumulative attendance of 80% of their scheduled hours.\*\*
- \* To meet the state practical requirements for graduation, students must eventually complete practical worksheets, every 200 hours at 100%. See LEARNING PARTICIPATION GUIDELINES.
- \*\* To determine your rate of attendance, divide the cumulative number of hours completed by the scheduled hours to

A student who has not achieved the minimum cumulative GPA of 70% and/or who has not successfully completed at least a cumulative rate of attendance of 80% is not eligible for Title IV assistance, if applicable, unless the student is on warning or has prevailed upon appeal of the determination that has resulted in status of probation.

#### MAXIMUM TIME FRAME

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

Course	Length	Maximum Time Frame
Cosmetology – Full Time (4-day)	50 Weeks	60 Weeks
Cosmetology – Part Time	68 Weeks	85 Weeks
Esthetics – Part Time (5-day)	27 Weeks	33 Weeks
Esthetics – Full Time (4-day)	21 Weeks	26 Weeks

The maximum time frame allowed for transfer students who need less than full course requirements or part-time students will be determined based on 80% of the scheduled contracted hours. If any student enrolled fails to complete the program within the maximum time frame they will lose their eligibility for Title IV programs and will be terminated from the program. Students who exceed the maximum time frame may be permitted to re-enroll, 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 completed 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.

# **IN-COMPLETES, WITHDRAWAL, OR REPETITIONS**

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

# IN-COMPLETES, REPETITIONS, AND NON-CREDIT

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

# **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. Leaves of Absence will be granted in the case of pregnancy, new mothers, medical problems, or in case of emergency. A leave of absence will be permitted with a letter from the student's doctor, which causes attendance to be impossible or impractical. If a student is called into active duty for the military, the school will grant a leave of absence. Students will be granted a Leave of Absence for the 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.

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

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

These are the only times leaves of absence are granted.

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

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.

Students may not arbitrarily decide to "take" a leave of absence.

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

For federal aid recipients, the student's payment period is suspended during the LOA and no federal financial aid will be disbursed to the student while on a Leave of Absence. Upon the student's return, the student will resume the same payment period and coursework and will not be eligible for additional Title IV aid until the payment period has been

completed. If the student is a Title IV loan recipient, the student will be informed of the effects that the student's failure to return from a leave may have on the student's loan repayment terms, including the expiration of the student's grace period. A contract addendum will be completed upon return from the LOA to extend the contract end date by the applicable number of days.

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

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

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

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

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

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

Cosmetology - 1500 Clock Hours

Esthetics - 600 Clock Hours

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

Program Name	1st SAP Evaluation	2nd SAP Evaluation	3rd SAP Evaluation
Cosmetology (22 hour schedule)	450 actual hours and 21 weeks	900 actual hours and 41 weeks	1200 actual hours and 55 weeks
Cosmetology (30 hour schedule)	450 actual hours and 15 weeks	900 actual hours and 30 weeks	1200 actual hours and 40 weeks
Esthetics (28.5 hour schedule)	300 actual hours and 11 weeks	N/A	N/A
Esthetics (22.5 hour schedule)	300 actual hours and 13 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 7 school business days of the student reaching the evaluation points.

At the end of each evaluation period, the school will determine if the student has maintained at least 80% cumulative attendance since the beginning of the course, which indicates that, given the same attendance rate, the student will graduate within the maximum of 125% time frame allowed.

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

- 1. Examinations are given in all subjects.
- 2. If a student receives an UnSatisfactory Academic Progress Evaluation, the Future Professional Advisor will meet in person with the student, the evaluation will be reviewed and signed by the student acknowledging their unsatisfactory status. The evaluation is maintained in the student's financial file. The Satisfactory Academic Progress Evaluation will reflect if the student's evaluation will impact the student's eligibility for Financial Aid. The student may request to review their Satisfactory Academic Progress Evaluation from the Financial Services Leader or Future Professional Advisor.

The following grading scale is used for theory progress:

Practical and clinical work is graded by a signature on the student's practical clinic worksheet or guest ticket. A signature from an instructor represents a passing grade, which means all elements of the practical grading criteria

were met. No signature indicates a failing score, which means one or more of the practical grading criteria elements were not met and the student has not met minimum satisfactory standards on the practical application. Students are required to continue and/or repeat the practical application until they receive a signature from an instructor.

\*The school uses a 900-hour academic year / 26 academic weeks for Title IV purposes.

# TRANSFER HOURS

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

# **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 a student does not meet the minimum requirements after a financial aid warning period, they are placed on financial aid suspension and not eligible for Title IV Aid, if the student appeals and then it is approved, the student is then placed on financial aid probation, if applicable.

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

Students may re-establish satisfactory academic progress and Title IV or other federal funding for those who qualify, as applicable, 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 a relative, an injury or illness of the student, a student's disability, or any other allowable special or mitigating circumstances.

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

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

# **EXCUSED ABSENCE**

Absences will be excused if the student provides a doctor's note for bonafide illness or injury.

# 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:

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

Students (or parents or guardians, if the student is a dependent minor) are guaranteed access to their school records, with a staff member present, within 30 days from the date of the request.

#### 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:

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

# FERPA DISCLOSURES TO PARENTS

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

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

A school may disclose information from a student's education records to parents in the case of a health or safety emergency that involves the student, 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 Denver 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 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 Denver does not publish "directory information" on any student.

# RECORD MAINTENANCE

All requests for releases of information are maintained in the student's file as long as the educational records themselves are kept. Student records are maintained for a minimum of six (6) years for withdrawal students; transcripts of graduates are kept indefinitely.

#### AMENDMENT TO STUDENT RECORDS

Students have the right to seek an amendment to their school records. To seek an amendment, students must meet with the school director and bring any supporting documentation to show that the record is incorrect.

A parent or eligible student may file a written complaint with the Family Policy Compliance Office regarding an alleged violation under the Family Educational Rights and Privacy Act. The Office's address is: Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, SW, Washington, DC 20202.

# VETERAN OR ELIGIBLE PERSON

The school maintains a written record of the previous education and training of the veteran or eligible person and clearly indicates that appropriate credit has been given for previous education and training, with the training period shortened proportionately, and the veteran or eligible person and the Department of Veterans Affairs so notified.

#### PERFORMANCE STATISTICS

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

Paul Mitchell The School Denver Performance Statistics for the Calendar Year 2022:		
Graduation	Placement	Licensure
75%	63.16%	100%
Program Rates		
Graduation	Placement	Licensure
75%	63.16%	100%

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

2020-21 Graduation
76%

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

# REGULATORY AND ACCREDITATION AGENCIES

The following institutions license and regulate our institution:

Colorado Department of Regulatory Agencies (DORA)
Office of Barber and Cosmetology Licensure

1560 Broadway, Suite 110 Denver, CO 80202

Phone: (303) 894-7855 / (800) 886-7675

**Colorado Division of Private Occupational Schools (DPOS)** 

**Department of Higher Education** 

1600 Broadway, Suite 2200

Denver, CO 80202 Phone: (303) 862-3001 Fax: (303) 996-1329

National Accrediting Commission of Career Arts & Sciences, Inc. (NACCAS)

3015 Colvin Street Alexandria, VA 22314 Phone: (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 schools 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 each student prior to enrollment. The Campus Crime Statistics are updated annually (October). If you are interested in reviewing or receiving a copy of the school's Campus Crime Report, please see the school director and/or the Financial Aid Office.

# STUDENT DIVERSITY INFORMATION

Paul Mitchell The School Denver regularly reports Student Diversity information to the Integrated Post-secondary Education Data System (IPEDS). Follow these steps to access this information:

- 1. Go to the IPEDS College Navigator. <a href="http://nces.ed.gov/collegenavigator/">http://nces.ed.gov/collegenavigator/</a>
- 2. In the "Name of School" box type Paul Mitchell The School Denver.
- 3. Click on the Paul Mitchell The School Denver link that appears.
- 4. For gender and race/ethnicity data, click on the Enrollments link to expand the section.
- 5. For information about Pell Grant recipients, expand the Financial Aid link.

# **SCHOOL STANDARDS & POLICIES**

# POLICY AND PROCEDURES FOR FUTURE PROFESSIONALS WITH DISABILITIES

# 1. POLICY STATEMENT

Paul Mitchell The School Denver ("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:

Lindsay Gobeli
ADA/504 Compliance Coordinator

# 405 South Teller Street, Lakewood, CO 80226 (303) 233-1733

#### lindsay@pmtsdenver.com

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 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.

- 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 August 2, 2022.

# **SERVICE ANIMAL POLICY**

Paul Mitchell The School Denver does not allow animals in the school; however, an individual with a disability may request a reasonable accommodation under the Americans with Disabilities Act to bring a service animal to school when medically necessary. Procedures for requesting a reasonable accommodation are described in the ADA policy which can be found on the school's website: https://paulmitchell.edu/denver

# SERVICE ANIMALS

A service animal (dog or miniature horse only) is an animal that is trained to provide a service to an individual with a disability, such as guiding individuals with impaired vision, alerting individuals to an impending seizure, or pulling a wheelchair and fetching dropped items.

Paul Mitchell The School Arlington will evaluate all requests to bring a service animal into the workplace to determine if the accommodation is reasonable and can be provided without undue hardship. Handlers may be asked to bring the service animal to demonstrate the animal's training and ability to be in the school without disruption.

If an accommodation is granted to allow a service animal in the school, the arrangement may be permitted on a temporary or trial basis. Reasonable behavior is expected from service animals while on school property. Disruptive and aggressive service animals must be removed from the premises immediately and permission to bring the animal to the school will be revoked. All animals need to be immunized against rabies and other diseases common to that type of animal. All vaccinations must be current, and animals must be in good health. For future professionals and/or staff members, current immunization records must be on file with the school. Service animals must wear an owner identification tag (which includes the name and phone number of the owner) at all times.

Animals must be on a leash, harness or other type of restraint at all times, unless the handler is unable to retain an animal on leash due to a disability.

The handler must be in full control of the animal at all times. The care and supervision of the animal is solely the responsibility of the handler. The handler is expected to clean and dispose of all animal waste appropriately.

Handler agrees to assume all liability for the service animal's behaviors. The handler agrees to comply with all laws, regulations, and ordinances regarding such service animals. The handler shall be personally liable for any damage or loss caused by the service animal's actions or reactions, including, but not limited to property damage.

#### SOCIAL NETWORKING POLICY

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

Paul Mitchell Schools does not permit ethnic slurs, personal insults, obscenity, intimidation, cyber bullying, harrassmentor 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.

# HARASSMENT, INTIMIDATION, BULLYING, AND DISCRIMINATION POLICY

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

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

Such conduct or communication has the purpose or effect of substantially interfering with an individual's work or school performance and creates an intimidating, hostile, or offensive work or school environment. Harassment,

intimidation, bullying and discrimination can interfere and limit a person's ability to participate in or benefit from the education, services, activities, or opportunities offered by the Paul Mitchell School. Administration will take prompt, equitable, and remedial action (including but not limited to requiring sensitivity training, probation, suspension, expulsion, or termination) on all reports and complaints that come to the attention of school personnel, either formally or informally. Allegations of any policy violation will be investigated and handled appropriately based upon the findings, including reporting any criminal activity to the appropriate law enforcement agency.

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

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

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

For a list of state anti-bullying laws and policies please go to: www.stopbullying.gov.

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

# **COPYRIGHT INFRINGEMENT POLICY**

This policy applies to those who use Paul Mitchell The School Denver'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 <a href="mailto:copyright@paulmitchell.edu">copyright@paulmitchell.edu</a>. For Paul Mitchell The School Denver 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.
- 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 discrimination, bullying, harassment, or any other grievance that a complainant feels have been left unresolved against a student, employee, or third-party. The grievance or complaint will be referred to the School Director and/or School Owner. The following grievance procedures shall be used to address a grievance filed by students or employees, or for complaints filed on their behalf against employees, other students, or third parties. A copy of the Grievance form may be obtained from the school's Director; however, you may also provide a written complaint by other means as long as it is signed and dated.

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

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

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

## INVESTIGATION OF ALLEGATIONS

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

- 1. During the grievance process each individual is considered innocent of the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process. The school may remove an individual from the school on an emergency basis, provided that the school undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations justifies removal and provides the individual with notice and an opportunity to challenge the decision immediately following the removal. In the case of a school employee, the school may place the individual on mandatory administrative leave.
- 2. All provisions, rules, or practices that are a part of the school's grievance process for handling formal complaints apply equally to both parties.

- 3. The school will make appropriate referrals to law enforcement, if necessary. The school will also notify complainants of the right to proceed with a criminal investigation, while the school conducts its own investigation simultaneously. The school will not wait for the criminal investigation or criminal proceeding to be concluded before beginning its own investigation and acting on the evidence obtained.
- 4. The school will dismiss allegations of conduct that do not meet the school's written policies.
- 5. The school will provide equal opportunity for the parties involved to present facts, documentation, and witnesses. Any witnesses listed will be interviewed by the school Director.
- 6. The school may, in their discretion, dismiss a complaint or allegations therein if the complainant informs the Director in writing that the complainant desires to withdraw the formal complaint or allegations therein, if the individual is no longer enrolled or employed by the school, or if specific circumstances prevent the school from gathering sufficient evidence to reach a determination. If the complaint is dismissed, the school will give the parties written notice of a dismissal of the complaint and the reasons why.
- 7. The school may, in their discretion, consolidate complaints where the allegations arise out of the same facts or circumstances, whether it is complaints against multiple individuals.
- 8. Upon conclusion of the investigation into the allegations, the Director will provide a written determination to all parties, as to the final decision and any actions taken.

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

Complaints can be filed with DPOS at https://highered.colorado.gov/DPOS/Complaints/DPOSFileComplaint.aspx:

#### **Colorado Division of Private Occupational Schools (DPOS)**

Department of Higher Education 1600 Broadway, Suite 2200 Denver, CO 80202 Phone: (303) 862-3001

## FILE A COMPLAINT AGAINST AN INSTITUTION

Please be advised that all of the private occupational schools we regulate are currently involved in implementing COVID-19 contingency plans. Now that all in-person contact with students is prohibited, it is likely that many of the physical campuses and offices have closed. There may be a delay in addressing and processing current and future complaints as communication with school administration and their ability to locate and provide documentation are an integral part of how DPOS handles those complaints. We encourage your patience and flexibility as your school, as well as DPOS, attempts to adjust and adapt to these unprecedented and rapidly changing times. Thank you. Training at <a href="http://highered.colorado.gov/dpos">http://highered.colorado.gov/dpos</a>, (303) 862-3001.

To file a complaint against a Colorado institution, select a school from the drop-down list and fill out the form, if you do not find the school you wish to file a complaint against, select the "school not listed" option. Your information will be filed with the Colorado Department of Higher Education (CDHE).

#### COMPLAINT FORM

Fields with \* are required fields. Check the form for completeness before submitting.

# ABOUT THE FILING PROCESS

To register a complaint pertaining to a postsecondary institution currently operating in the state of Colorado, the student/complainant must complete and submit this form. Once received by the CDHE, department personnel will review the information provided in order to determine whether the complaint is within the parameters of state policies and statutes, and if further investigation and follow-up are necessary. If the student's complaint falls within the

jurisdiction of state policies and statutes, staff will pursue the student's complaint. The student/complainant will be kept informed of the progress regarding the complaint. All documentation concerning a student's complaint will be securely maintained by the CDHE.

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 <a href="https://naccasngo.sharepoint.com/sites/NACCASWeb/Shared%20Documents/">https://naccasngo.sharepoint.com/sites/NACCASWeb/Shared%20Documents/</a>
   Website%20Public%20Documents/Applications%20&%20Forms/All%20Applications%20&%20Forms/Complaint%20Form.pdf
   for a copy of NACCAS' complaint form.
- 2. An individual must complete the form and submit it to:

**NACCAS** 

3015 Colvin Street

Alexandria, VA 22314

- 3. "Student complainants: In accordance with NACCAS' Standards and Criteria, schools must have a policy and procedure for handling student complaints and inform the students in writing of the same. The notice must be included in the school's catalog, handbook, other published materials, and/or otherwise prominently displayed in the school. NACCAS shall not consider a student complaint until all procedures and remedies within the institution have been exhausted. A student complainant must show that the institution's complaint procedure has been followed and state why the matter is considered still unresolved when he/she submits a complaint to NACCAS."
  - "The NACCAS complaint process is intended as a tool for NACCAS to monitor whether accredited schools are complying with NACCAS' accreditation standards. It is not designed or intended as a means for providing individual relief to the person filing the complaint. As detailed in NACCAS' Handbook, NACCAS' Board of Commissioners will not intervene on behalf of individuals in cases of disciplinary action or dismissal, or act as a court of appeals in such matters as admission, graduation, fees, or similar points of issue. If you are seeking relief for personal grievances against the institution identified in your complaint, you are advised to exercise your rights under the institution's internal grievance policy. If you are not satisfied with the results of that process, you may wish to consult with the state regulatory board or agency that licenses the institution concerning your rights under state law and regulations."
- 4. Upon conclusion of the investigation into any allegations, NACCAS will send the individual a letter notifying them of their decision.

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

## STUDENT AND EMPLOYEE ANTI-HARASSMENT AND DISCRIMINATION POLICY

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

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

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

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

#### DEFINITIONS REGARDING SEX DISCRIMINATION

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

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

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

- Treating a person differently in determining whether he or she satisfies any requirement or condition for the provision of an aid, benefit, or service.
- · Providing different aid, benefits, or services, or providing aid, benefits, or services in a different manner.
- Denying any person an aid, benefit, or service.
- Subjecting any person to separate or different rules of behavior, sanctions, or other treatment in providing an aid, benefit, or service.
- Aiding or perpetuating discrimination against any person by providing significant assistance to any agency, organization, or person, which discriminates on the basis of sex in providing any aid, benefit, or service to students or employees.
- Otherwise limiting any person in the enjoyment of any right, privilege, advantage, or opportunity.

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

- 1. An employee of the school conditioning the provision of an aid, benefit, or service of the school on an individual's participation in unwelcome sexual conduct;
- 2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity; or

3. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30). The federal definitions identified in this paragraph are included as a part of the school's policy.

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

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

## **GENERAL DEFINITIONS**

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

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

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

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

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

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

Denial of equal access to educational opportunities may include skipping class to avoid a harasser, a decline in a student's grade point average, or having difficulty concentrating in class. A complainant does not need to have suffered loss of education before being able to report sexual harassment.

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

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

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

Sexual assault is defined as an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation. Sexual assault occurs when a physical sexual activity is engaged in without the consent of the other person or when the other person is unable to consent to the activity. The activity or conduct may include physical force, violence, threat, or intimidation, ignoring the objections of the other person, causing the other person's intoxication or incapacitation through the use of drugs or alcohol, and taking advantage of the other person's incapacitation (including voluntary intoxication).

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

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

## PROHIBITED CONDUCT

Title IX protects students' rights to educational opportunities free from sex discrimination. This policy strictly prohibits sexual or other unlawful harassment or discrimination, as well as sexual violence, dating violence, domestic violence and stalking, as defined above. Sexual or other unlawful harassment or discrimination that includes any verbal, physical, or visual conduct, racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, religion, creed, color, national origin, ancestry, sex (including pregnancy, childbirth, or related medical conditions), military or veteran status, physical or mental disability, medical condition, marital status, age, sexual orientation, gender, gender identity or expression, genetic information, or any other basis protected by the federal, state, or local law basis if:

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

Sexual harassment is conduct based on sex, whether directed toward a person of the opposite or same sex, and may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing," practical jokes, jokes about or displays of obscene printed or visual material, questions about sexual fantasies, preferences, or history, and physical contact, such as patting, pinching, or intentionally brushing against another person's body. Gender-based harassment, including acts of verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex-stereotyping are strictly prohibited, even if those acts do not involve conduct of a sexual nature.

## COMPLAINT/GRIEVANCE PROCEDURE

The following grievance procedures shall be used to address sex discrimination complaints filed by students/ employees, the complainant is attempting to participate in the school's education program or activity at the time they file the formal complaint, or complaints filed on their behalf against employees, other students, or third parties.

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

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

If you believe that you have experienced or witnessed harassment or sexual violence, you need to notify the Title IX coordinator as soon as possible after the incident. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, student, vendor, customer or service guest, or other person who does business with the school is exempt from the prohibitions in this policy. The school Director or Education Leader, if they are informed of a Title IX complaint will refer all harassment complaints to the Title IX coordinator. In order to facilitate the investigation, your complaint should include details of the incident or incidents, dates and times, names of the individuals involved, and names of any witnesses. A sex discrimination complaint should be filed within seven (7) days from the date of the alleged discriminatory incident in order for the school to take timely and appropriate action. All documentation pertaining to the complaint/grievance process will be confidential. The complaint/grievance once received will be maintained in the Title IX Coordinator's office, which has limited staff access.

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

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

The grievant/complainant may use the Title IX Grievance Form, but it is not required, to file a Title IX discrimination complaint.

#### **Title IX Coordinator:**

Cheryl Williams 303-233-1733 405 S. Teller St. Lakewood, CO 80226 title9@pmtsdenver.com The school ensures that its Title IX Coordinator(s), Investigator(s), Decision-Maker(s), and Informal Resolution Facilitator(s) have adequate training on what constitutes sexual harassment, including sexual violence, dating violence, domestic violence, sex discrimination, and stalking, and that they understand how the school's grievance procedures operate. Please refer to the end of this policy for a listing of the various roles of individuals involved in the Title IX process, their responsibilities, and training requirements.

## REPORTERS

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

## FORMAL COMPLAINT

A "formal complaint" is defined as a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the school. A formal complaint could include actions that occurred during online training that includes computer and Internet networks, digital platforms, and computer hardware or software owned, operated by, or used by the school. In regard to on-line harassment, the school will review the factual circumstances to determine if it occurred in circumstances over which the school had substantial control over the respondent and the context in which the event occurred. A formal complaint may be filed with the school's Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information located in the school's policy. The phrase "document filed by a complainant" means a document or electronic submission that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. A complainant does not need to have already suffered loss of education before being able to report sexual harassment.

The Title IX Coordinator will meet with the complainant to explain the process of filing a formal complaint. The complainant must be the alleged victim unless the parent or legal guardian has a legal right to act on their behalf.

Anyone may report a Title IX violation; however, only a complainant may file a formal complaint that initiates a Title IX grievance procedure. The Title IX Coordinator will defer to the complainant's wishes as to whether or not they want to file a formal complaint.

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

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

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

# **GRIEVANCE PROCEDURE**

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

- 1. All Title IX personnel must include training on the definition of sexual harassment, the scope of the school's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.
- 2. The school provides all decision-makers with training on any technology to be used at a live hearing. In addition, the school's decision-makers and investigators receive training on issues of relevance, including how to apply the rape shield protections provided (only for complainants), prior to participating in any Title IX investigation.
- 3. The federal regulations governing Title IX allegations requires that there is a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process. The school may remove a respondent from the recipient's educational program or activity on an emergency basis, provided that the school undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. In the case of a school employee, the school may place the individual on mandatory administrative leave.
- 4. All of the materials the school uses to train Title IX personnel are located on the school's website under the Required Disclosures section on the home page.
- 5. Once the hearing takes place, the Decision-Maker may take the following actions against the respondent: dismiss the complaint; place the individual on probation; suspend the individual; terminate the individual; require the individual to go to counseling; change the respondent's schedule; or require the individual to retake the Title IX training.
- 6. The school may provide the following remedies to a complainant: an escort; removal from shared classes; academic support services, such as tutoring; and medical or counseling services.
- 7. The school has chosen to use the preponderance of the evidence standard, for all formal complaints of sexual harassment (including where employees and faculty are respondents).
- 8. Upon completion of the Title IX process, either party may file an appeal of the decision. The school's appeal process is outlined below.
- 9. Throughout the grievance process the school will not use, rely on, or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.
- 10. All provisions, rules, or practices that are a part of the school's grievance process for handling formal complaints of sexual harassment apply equally to both parties.

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

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

## INVESTIGATION OF ALLEGATIONS

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

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

If the allegations in a formal complaint do not meet the definition of sexual harassment, or did not occur in the school's education program or activity against a person in the United States, the school must dismiss such allegations for purposes of Title IX but may still address the allegations in any manner the school deems appropriate under the school's own code of conduct, which is published in the school's catalog. The school may also dismiss a complaint if: the complainant withdraws the complaint; if the respondent is no longer enrolled or employed at the school; or if circumstances prevent institution from being able to investigate the complaint allegations. The school has the discretion to assess the facts and circumstances of a case before deciding whether to dismiss the complaint because the respondent has left the school. The school may consider, for example, whether a respondent poses an ongoing risk to the campus community, or whether a determination regarding responsibility provides a benefit to the complainant even though the school does not have control over the respondent. In these cases, each party needs to be notified that the complaint has been dismissed and the reasons why it has been dismissed.

The time necessary to conduct an investigation will vary based on complexity of the allegation but will generally be completed within sixty (60) days of receipt of the complaint, which includes appeals and informal resolutions, with an allowance for short-term and good cause delays or extensions of the time frame. Delays for good cause, may include, for example, a temporary postponement of a hearing to accommodate a person with a disability. However, when deciding whether to grant a delay or extension, the school will consider the interests of promptness, fairness to the parties, and accuracy of adjudications. In these cases, the school will promptly notify all parties of the reason for the delay and the estimated length of the delay, as well as important updates about the investigation. If a complainant requests confidentiality, the school will take all reasonable steps to investigate and respond to the complaint consistent with the request. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the school will inform the complainant that its ability to respond may be limited.

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

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

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

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

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

- 1. The school will apply a presumption that the respondent is not responsible during the grievance process (presumption of innocence). The burden of gathering evidence and burden of proof is the responsibility of the school, not on the individual parties. The presumption does not imply that the alleged harassment did not occur, or that the respondent is truthful or a complainant is untruthful. Instead, the presumption is designed to ensure that investigators and decision-makers serve impartially and do not prejudge that the respondent is responsible for the alleged harassment.
- 2. The school will provide equal opportunity for the parties involved to present fact and expert witnesses and other inculpatory and exculpatory evidence. Witnesses cannot be anonymous.
- 3. The school will not restrict the ability of the parties to discuss the allegations or gather evidence (e.g., no "gag orders") to support their case.
- 4. Both parties to the complaint will have the same opportunity to select an advisor of the party's choice who may be, but need not be, an attorney.
- 5. The school as a part of the investigative process will send written notice of any investigative interviews, meetings, or hearings to both parties. Any interviews that occur can have both parties' advisors present.
- 6. The school will send the parties, and their advisors, evidence directly related to the allegations, in electronic format or hard copy, with at least 10 days for the parties to inspect, review, and respond to the evidence provided.
- 7. The school will send the parties, and their advisors, an investigative report that fairly summarizes relevant evidence, in electronic format or hard copy, with at least 10 days for the parties to respond to the report.
- 8. The school will dismiss allegations of conduct that do not meet the definition of sexual harassment or did not occur in a school's educational program or activity against a person in the U.S. Such dismissal is only for Title IX purposes and does not preclude the school from addressing the conduct in any manner the school deems appropriate.

- 9. The school may, in their discretion, dismiss a formal complaint or allegations therein if the complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein, if the respondent is no longer enrolled or employed by the school, or if specific circumstances prevent the school from gathering sufficient evidence to reach a determination.
- 10. The school will give the parties written notice of a dismissal (mandatory or discretionary) and the reasons for the dismissal.
- 11. The school may, in their discretion, consolidate formal complaints where the allegations arise out of the same facts or circumstances, whether it is complaints against multiple respondents or by multiple complainants.
- 12. The school will protect the privacy of a party's medical, psychological, and similar treatment records by stating that the school cannot access or use such records unless the school obtains the party's voluntary, written consent to do so.

#### LIVE HEARINGS

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

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

- 9. Relevant evidence can be considered to determine whether the respondent is responsible for the alleged sexual harassment. The decision-maker may rely on non-statement evidence related to the alleged prohibited conduct that is in the record, such as photographs or video images showing the underlying incident.
  - The decision-maker may consider a text message, email, or audio or video recording created and sent by a respondent as a form of alleged sexual harassment even if the respondent does not submit to cross-examination. Similarly, if a complainant alleges that the respondent said, "I'll give you a higher grade in my class if you go on a date with me," the decision-maker may rely on the complainant's testimony that the respondent said those words even if the respondent does not submit to cross-examination.
- 10. Live hearings may be conducted with all parties physically present in the same geographic location or, at the school's discretion, any or all parties, witnesses, and other participants may appear at the live hearing virtually. Police reports, medical reports and other documents and records may not be relied on to the extent they contain the statements of a party or witness who has not submitted to cross-examination.
- 11. As a part of the process, the school will create an audio or audiovisual recording, or transcript, of any live hearing, as a part of the record.

## FINAL DETERMINATION OF THE INVESTIGATION

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

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

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

#### APPEAL PROCESS

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

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

## INFORMAL RESOLUTION

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

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

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

#### RETALIATION PROHIBITED

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

The following circumstances do not constitute retaliation, including:

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

#### REPORTING REQUIREMENTS

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

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

## RECORD KEEPING

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

## REQUIRED TRAINING

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

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

## ADDITIONAL INFORMATION

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

#### STUDENT BIOMETRIC INFORMATION PRIVACY POLICY

Paul Mitchell The School Denver records attendance in clock hours. To ensure proper clock hours are credited, students are required to clock in and out utilizing a biometric scanner. 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 Denver or its vendors may collect, retain, and use biometric data for the purpose of identifying students when recording clock hours.

#### BIOMETRIC DATA DEFINED

In general, biometric data is "biometric identifiers" and "biometric information" as defined below.

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

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

## PURPOSE FOR COLLECTION OF BIOMETRIC DATA

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

#### DISCLOSURE AND AUTHORIZATION

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

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

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

#### RETENTION SCHEDULE

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

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

#### DATA STORAGE

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

## STUDENT COMPLAINTS

Attempting to resolve any issue with the school first is strongly encouraged. Complaints may be filed by a student or guardian at any time online with the Division of Private Occupational Schools (DPOS) within two (2) years from the student's last date of attendance or at any time prior to the commencement of training at <a href="http://highered.colorado.gov/dpos">http://highered.colorado.gov/dpos</a>, (303) 862-3001.

# **ADDENDUMS**

## **VETERANS ADDENDUM TO THE CATALOG**

Paul Mitchell The School Denver will permit any covered individual to attend or participate in the course of education during the period beginning on the date on which the individual provides to the educational institution a certificate of eligibility for entitlement to educational assistance under chapter 31 or 33 and ending on the earlier of the following dates:

- 1. The date on which the Department of Veterans Affairs provides payment for such course of education to such institution.
- 2. The date that is 90 days after the date on which the educational institution certifies for tuition and fees following receipt from the student such certificate of eligibility.

Paul Mitchell The School Denver 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.

#### **2024 CATALOG ADDENDUM**

Paul Mitchell The School Denver requires applicants and students to check for updates to the catalog at paulmitchell.edu/denver.

#### REVISED 02/13/2024

• ADMISSION REQUIREMENTS - SECONDARY EDUCATION AND EQUIVALENTS

## REVISED 05/07/2024

- ADA COORDINATOR SECONDARY EDUCATION AND EQUIVALENTS
- COSMETOLOGY PROGRAM SCHEDULES
- ESTHETICS EXPERT MAKEUP TECHNICAL KIT
- ESTHETICS MASTER MAKEUP TECHNICAL KIT
- ESTHETIC PROGRAM SCHEDULES
- SCHOOL ADMINISTRATION
- STUDENT PROFESSIONAL DEVELOPMENT GUIDELINES
- TITLE IX COORDINATOR
- TRANSFER OF CREDIT-CREDIT EARNED AT ANOTHER INSTITUTION

#### REVISED 06/06/2024

- · FEDERAL RETURN OF TITLE IV FUNDS POLICY
- PAYMENTS
- · SUSPENSION, TERMINATION AND ADDITIONAL FEE
- · WITHDRAWING FROM SCHOOL