





DATE OF PUBLICATION: AUGUST 20, 2024

WE ARE PAUL MITCHELL SCHOOLS

2024 CATALOG

January 1, 2024 — December 31, 2024

Paul Mitchell The School Fresno

5091 North Fresno Street, Suite 104Fresno, CA 93710

(559) 224-2700

ADMISSIONS@FRESNO.PAULMITCHELL.EDU

Website: paulmitchell.edu/fresno

TABLE OF CONTENTS

Approval/Disclosure Statement 4
Mission Statement 4
School Facilities 5
Administration/Ownership 6
School Administration 7
Language Disclosure 9

Admissions 10
Admission Requirements - High School Education and Equivalents . . 10
Admission Procedures 11
Applicants with Non-Immigrant Visas and Internatinoal Students 13
Re-Entry Students 13
Transfer of Credit Policies 14
State Licensing Disclaimer 15
Disclosure for Programs Leading to Licensure 16
Enrollment Information 16

Future Professional Information 18
Constitution Day 18
Education Goals 18
Future Professional Advisory Policy 18
Industry Requirements 23
Locker Policy 23
Make-Up Work 24
Measurable Performance Objectives 25
Safety Precautions for the Beauty Industry 25
Student Professional Development Guidelines 25
Student Services 28
Voter Registration 29
Suspension and Termination 29
Board of Barbering and Cosmetology Licensing Requirements 29
Distance Education and Hybrid Program Requirements 30
Enforcement of Public Health Regulations 31
Instructional Techniques and Methods 32
List of Library Reference Materials 32

Cosmetology 1000 Hour Program 33
Cosmetology 1000 Hour Course Information 33
Cosmetology 1000 Hour 2024 Class Start Dates 35
Cosmetology 1000 Hour Program Schedules 36
Cosmetology 1000 Hour Cost of Tuition and Supplies 36
Cosmetology 1000 Hour Kit and Textbooks 38
Graduation Information 39

Barbering 1000 Hour Program 41
Barbering 1000 Hour Course Information 41
Barbering 1000 Hour 2024 Class Start Dates 43
Barbering 1000 Hour Program Schedules 43
Barbering 1000 Hour Cost of Tuition and Supplies 43
Barbering 1000 Hour Kit and Textbooks 45
Graduation Information 46

Financial Information 49
Financial Aid 49
Withdrawing from School 53
Federal Return of Title IV Funds Policy 54
"Student's Right to Cancel" - Institutional Refund Policy 1
Special Provisions for Books and Supplies 58
Preferred Lender List and Private Education Loan Disclosures 58
Eligibility of Financial Aid After a Drug Conviction 58
Majors, Degrees, Second Degree, or Summer Terms 59
Scholarships 59
Notice 60
Student Tuition Recovery Fund (STRF) 60

Satisfactory Academic Progress Policy 62
Quantitative and Qualitative Factors 62
Maximum Time Frame 62
In-Completes, Withdrawal, or Repetitions 63
In-Completes, Repetitions, and Non Credit 63
Leave of Absence Policy 63
Evaluation Procedures and Required Level of Achievement 64
Transfer Hours 65
Determination of Progress Status 65
Warning 65
Re-Establishment of Satisfactory Academic Progress 65
Probation 66
Appeal Procedure 66

Student Consumer Information 67
Student Right of Access and Record Retention Policy 67
Performance Statistics 68
Students Right-To-Know - Combined Department of Education Rates (IPEDS) 69
Bureau for Private Postsecondary Education Rates 69
Regulatory and Accreditation Agencies 69
Student Diversity Information 70

School Standards & Policies 71
Policy and Procedures for Future Professionals with Disabilities 71
Social Networking Policy 75
Alcohol and Drug-Free Educational Facility Policy 75
Anti-Bullying Policy 75

Copyright Infringement Policy 77
Grievance Procedure 78
Protected Class Nondiscrimination Policy and Procedures 81
Student Biometric Information Privacy Policy 135
Policy for Pregnancy and Childbirth 136
Notice of Nondiscrimination 140
Addendums 141
Veterans Benefits Addendum to the Catalog 141
2024 Catalog Addendum 141

APPROVAL/DISCLOSURE STATEMENT

Paul Mitchell The School Fresno, 5091 North Fresno Street, Fresno, CA 93110, is a private institution that is approved to operate by the California Bureau for Private Postsecondary Education. Approval to operate means the institution is compliant with the minimum standards contained in the California Private Postsecondary Education Act of 2009 (as amended) and Division 7.5 of Title 5 of the California Code of Regulations. The school is approved to operate until September 30, 2028. For more information, contact the Bureau for Private Postsecondary Education (BPPE) at 1747 N. Market Blvd., Suite 225, Sacramento, CA 95834, (916) 574-8900 or (888) 370-7589, or visit its Web site at www.bppe.ca.gov.

Program	**Hours**
Cosmetology	1000 Hours
Barbering	1000 Hours

Instruction is in residence with facility occupancy level accommodating 180 students at any one time.

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

As a prospective student, you are encouraged to review this catalog prior to signing an enrollment agreement. You are also encouraged to review the School's Performance Fact Sheet, which must be provided to you prior to signing an enrollment agreement. This school is currently approved to participate in approved sponsored programs, government or otherwise, to provide grants and/or loans to pay for portions of tuition and fees. The school does not participate in state financial aid programs.

All prospective students receive a catalog prior to enrollment.

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

The school catalog is updated at least annually. However, if the U.S. Department of Education releases new regulations the school updates the school catalog as required. If the schools accrediting agency, NACCAS, publishes new policy, the school updates the catalog as required. A new publication date is noted on the cover page of the catalog.

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

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

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

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

MISSION STATEMENT

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

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

Our Core Values:

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

SCHOOL FACILITIES

Our programs offer the challenge of a stimulating and rewarding career. Paul Mitchell The School Fresno is fully equipped to meet all the demands of modern hair, while at the same time providing a high-tech atmosphere and attitude for progressive personal development. The 13,600 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 Fresno is a CASp inspected facility. The school has ADA parking and access way provisions along with wheel chair accessible classrooms, lunch area, drinking fountains and bathrooms.

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

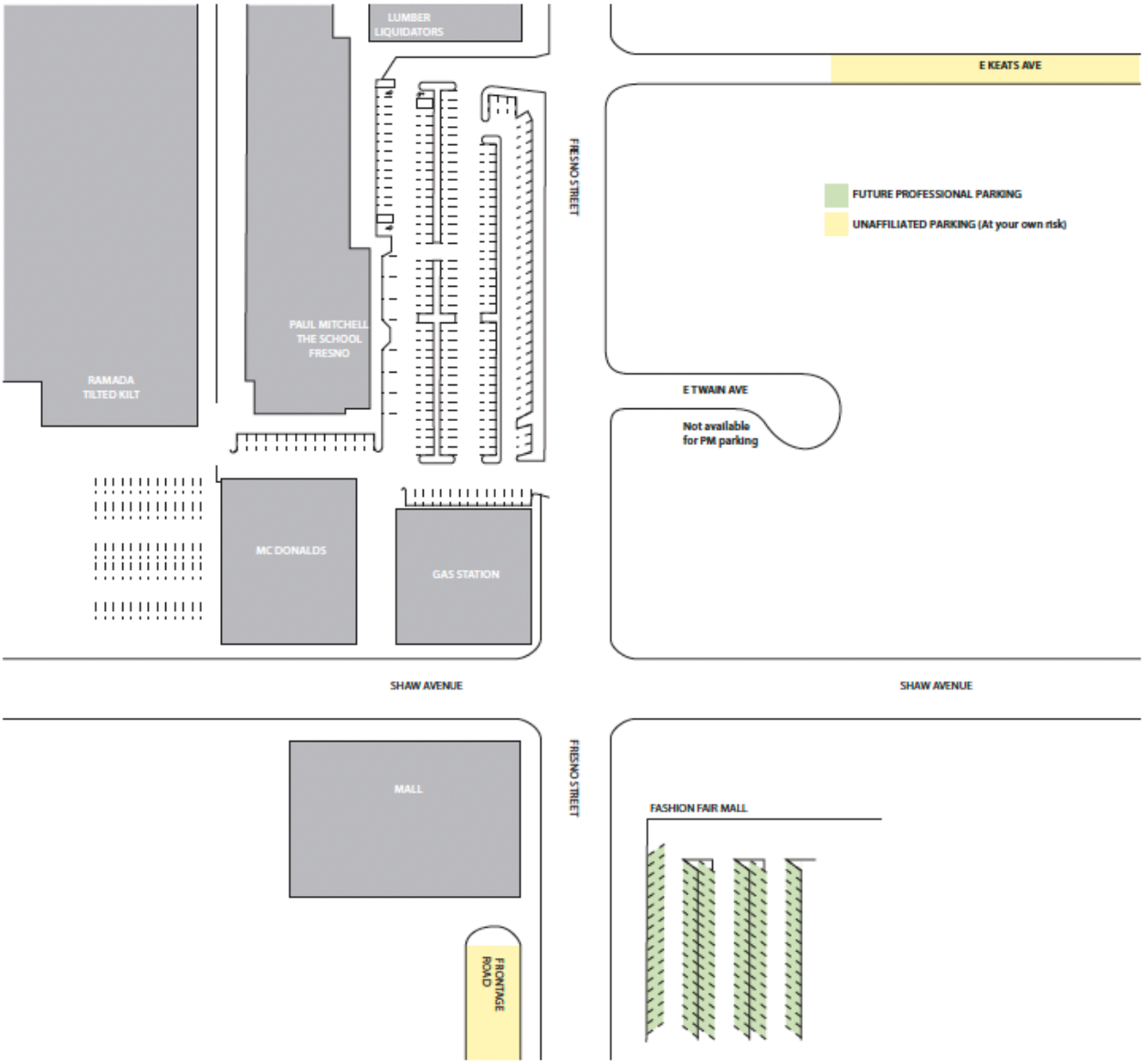
HOURS OF OPERATION

Monday - Friday: 9:30 am to 10:00 pm

Closed Saturday & Sunday

The school director is Erik Pedersen, they can be reached in person or by calling 559-224-2700, or by mail at 5091 North Fresno Street, Suite 104, Fresno, CA 93710.

PARKING DIAGRAM



**Color areas are Recommended Parking Areas.*
**Non-Color areas are not available for Future Professional Parking.*

ADMINISTRATION/OWNERSHIP

PMCA Bakersfield, LLC., DBA Paul Mitchell The School Fresno, is an independently owned and operated franchisee of Paul Mitchell Advanced Education, LLC.

SCHOOL ADMINISTRATION

Ownership: PMCA Bakerfield, LLC.
Erik Pedersen: Director / Owner
D'Ann Evans: Education Advisor / Owner

EDUCATION

Sarah Bowman: Education Leader
Tina Cruz: Future Professional Advisor
Julio Olivas - Clinic Classroom Leader

FINANCIAL AID

Gaby Martinez: Financial Services Leader
Cassandra Meraz: Financial Services Leader
Marissa Salas: Financial Services Advisor

ADMISSIONS

Shaundra Lunsford: Admissions Leader
Alyssa Kossow: Admissions Advisor
Rochelle Martinez-Cantu: Marketing & Recruitment Leader
Joaquin Navarro: Professional Development Leader

FACULTY

D'Ann Evans: Co-Owner - Full Time
D'Ann is a central valley native, with over 30 years of industry experience. After working at award winning Yosh for Hair Salon in San Francisco and freelancing for commercials and photoshoots in Los Angeles, she moved to Redken, Inc. as the Educational Program Developer for their highly acclaimed cosmetology school education program. From there she moved to a video production company which catered to the professional beauty industry. As a video producer, she wrote and produced corporate and instructional materials for a majority of the professional beauty industry, including John Paul Mitchell Systems. 24+ years ago, she was asked to join John Paul Mitchell Systems as their Director of Program Development. After 18 years with JPMS she resigned from her position as Vice President of Corporate Shows and Events to work full-time within the school She enjoys strong relationships with the industry's top educational and corporate leaders who willingly and openly show their support for the education of our Future Professionals.

Erik Pedersen: Director, Co-Owner - Full Time
Erik began as Director of the school following a successful career as owner/operator of Erik Pedersen Graphic Design with some 25 years of vast experience doing brand and marketing consulting with companies such as Ford, General Motors, Dunn Edwards Paints, John Paul Mitchell Systems, Corona Tools and Weiser Lock. As Director of Paul Mitchell the School Fresno, his experience in business management and marketing serve to not only direct the school in its successful operations but also lend essential mentoring to the Future Professionals as they build their business acumen. As a non-hairdresser, he is so drawn to this industry and what cosmetologists are able to do for other people's well-being, both inside and out. As an experienced commercial photographer, he also conducts photo shoots with Future Professionals providing them with valuable on-set experience while helping to grow their portfolios. He loves to see the pride, in their eyes, when they see their finished photos.

LEARNING LEADERS

Julio Olivas: Clinic Classroom Leader - Full Time

Cosmetology License KK589015; Barbering License B103385

Julio started school in April, 2015 and receive his license in July, 2016. He was behind the chair at JC Penney until joining Paul Mitchell The School Fresno. He was looking for another career path other than managing a fast food restaurant, but didn't consider hairstyling until a friend asked him to join her on a tour of the school. After signing up and starting at Paul Mitchell in 2015, he fell in love with the culture and the excitement of the industry. His favorite Paul Mitchell culture quote is "Always say yes to every opportunity". He did, and he is grateful for all the opportunities he's been given since entering this industry.

Devon Botelho: Learning Leader - Full Time

Cosmetology License KK554492

Devon is a "Home Grown", having received her training at Paul Mitchell the School Fresno. She graduated school and obtained her license in 2013 and has been with the team since mid-2019. She began at our Service Desk and quickly elevated to a Learning Leader. She brings a zeal for order, organization and detail and has a natural way of communicating with Future Professionals.

Talia Archie: Learning Leader - Full Time

Cosmetology License KK578551

Talia is also a Home Grown, Paul Mitchell Graduate. With us since 2019 she is a natural. Her knack for connecting is strong and her skill at mentoring brand new Future Professionals is inspirational. She has a big personality that is truly infectious.

Jose Contreras: Learning Leader - Full Time

Cosmetology License KK555495

Jose (Joey) holds a Cosmetology license. He graduated from Paul Mitchell The School Fresno in 2012 and was welcomed to our school team in 2021.

Brianna Chan: Learning Leader - Full Time

Cosmetology License KK605696

Anna holds a Cosmetology license. She graduated from Paul Mitchell The School Fresno in 2018 and joined the Learning Leader team in 2022.

Esperanza Sanchez "Hope": Learning Leader - Full Time

Cosmetology License KK556819

Hope holds a Cosmetology license. She graduated from Paul Mitchell The School Fresno in 2012 and joined the Learning Leader team in 2022.

Sarah Bowman: Education Leader - Full Time

Cosmetology License KK537465;

Barbering License B101127

After graduating and receiving her license in 2012, she joined her mom at her salon, The Courtyard. She loves how this industry touches so many people, and branches out into many other opportunities. She is currently the school's Cutting and Color specialist. She is also certified to train Paul Mitchell The School Fresno Learning Leaders in Color and Cutting right here in the school, so all team members have a much faster road to becoming the best Learning Leaders possible. She is also a member of the Advanced Academy Cutting Team.

Sabrina Tamayo: Learning Leader - Full Time

Cosmetology License KK563786

Sabrina holds a Cosmetology license. She has been a beauty professional since 2014 and joined the Learning Leader team in 2023.

Rebekah "Bekah" WInter: Learning Leader - Part Time
Cosmetology License KK615281
Rebekah holds a Cosmetology license. She graduated from Paul Mitchell The School Fresno in 2019 and joined the Learning Leader team in 2023.

Blanca Balanzar: Learning Leader - Full Time
Cosmetology License KK606850
Blanca holds a Cosmetology license. She graduated from Paul Mitchell The School Fresno in 2018 and joined the Learning Leader team in 2023.

Emily Gamez: Learning Leader - Full Time
Cosmetology License KK613045
Emily holds a Cosmetology license. She graduated from Paul Mitchell The School Fresno in 2019 and joined the Learning Leader team in 2023.

LANGUAGE DISCLOSURE

Paul Mitchell The School Fresno does not recruit ENGLISH AS A SECOND LANGUAGE, as “THE SCHOOL DOES NOT OFFER INSTRUCTION IN ENGLISH AS A SECOND LANGUAGE.”

Students must have the ability to read and write English at a level of a graduate of an American high school as demonstrated by the possession of a standard high school diploma*, high school transcripts**, an academic transcript of a student who has successfully completed at least a two-year program that is acceptable for full credit towards a bachelor’s degree or High School Equivalency diploma or official High School Equivalency diploma test scores.

If a students primary language is not English the student may bring an interpreter, when signing the enrollment agreement to obtain a clear understanding of the terms and conditions of the enrollment agreement in the students primary language.

ADMISSIONS

ADMISSION REQUIREMENTS - HIGH SCHOOL EDUCATION AND EQUIVALENTS

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

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

i. The school would to check with the high school to confirm the validity of the student's diploma by collecting documentation from the high school that confirms the validity of the high school diploma, including transcripts or other written descriptions of course requirements, or written and signed statements by principals or executive officers at the high school attesting to the rigor and quality of the coursework at the high school;
ii. If the high school is regulated or overseen by a state agency, Tribal agency, or Bureau of Indian Education, confirm with the relevant department or agency in the state in which the secondary school is located or obtain documentation from that agency that the secondary school is recognized or meets requirements established by that agency;
iii. If the Secretary has published a list of high schools that issued invalid high school diplomas, the school will confirm that the high school does not appear on that list.

A high school diploma is not valid if it:

i. Does not meet the applicable requirements established by the appropriate state agency, Tribal Agency, or Bureau of Indian Education in the state where the high school is located;
ii. Has been determined to be invalid by the Department of Education, the appropriate state agency in the state where the high school was located, or through a court proceeding; or
iii. Was obtained from an entity that requires little or no secondary instruction or coursework to obtain a high school diploma, including through a test that does not meet the requirements for a recognized equivalent of a high school diploma.

If the School is unable to determine validity of the high school diploma, the prospective student will not be accepted to the school.

ADMISSION PROCEDURES

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

1. **Complete an Application for Admission:** Complete and submit the application for admission. The application for admission may be obtained from an admissions advisor.
2. **Pay the Application Fee:** The application fee of $25.00 can be paid in the form of cash, credit card or personal check payable to Paul Mitchell The School Fresno. A application for admission cannot be processed until the application fee is received. The application fee is not included in the cost of tuition and must be paid prior to being admitted to the school. The school may opt to waive the application fee for students who transfer from a school that has closed without notice.
3. **Interview:** All applicants must complete an interview with an admission's advisor.
4. **Provide Proof of Identity:** Applicants are required to provide proof of identification as part of the application 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:

   - Government-issued driver's license
   - Government-issued non-driver ID card
   - Government-issued passport
   - National identification card (Consulate, Permanent Resident Card, Immigrant Visa Card, Employment Authorization Card)
   - Tribal Photo ID (no photocopies accepted)
   - Government-issued military ID – Acceptable military IDs:
     - The Veteran Health Identification Card (VHIC)
     - Veteran Identification Card (VIC)
     - Personal Identity Verification Card (PIV)

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

     Photo IDs must contain:

     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 name has changed, supporting documentation including but not limited to marriage certificate, court approval documentation or related documents are required.
5. **High School or Equivalent Verification Documents:** Applicants must demonstrate that they meet the High School requirements . The school considers a high school diploma, high school transcripts, GED certificate, GED transcript or high school equivalency certificate valid if granted by a high school or agency/program accredited or recognized by a state department of education (e.g. The State of California Department of Education).

A student's self-certification is not sufficient to validate a high school diploma or high school equivalency certificate or that they have completed secondary school through homeschooling as defined by state law.

If we determine that your diploma or high school equivalency diploma is not valid you will be denied admission to the school.

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

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

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

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

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

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

Paul Mitchell The School Fresno 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 Fresno 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 may write a letter/email to the School Director . After evaluating the reasons for denial, the School Director may either repeat the personal interview for a second opinion or provide a response to the applicant. 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 INTERNATINOAL 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 Fresno is not eligible to enroll international students studying under an 1-20 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.

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. Students who are Student Tuition Recovery Fund (STRF) eligible (refer to STRF eligibility guidelines) will be assessed a prorated STRF fee.
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.
3. 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. Students who are Student Tuition Recovery Fund (STRF) eligible (refer to STRF eligibility guidelines) will be assessed a prorated STRF fee.
6. Submit a new application for admission.
7. Students who re-enter after 180 days must write an 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 Fresno. 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 Fresno will make every reasonable attempt to accommodate services members who request an absence due to their service.

TRANSFER OF CREDIT POLICIES

TRANSFER OF CREDIT POLICY -STUDENTS ENTERING THE SCHOOL

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

Students who have had training outside the state of California must provide proof of the number of hours of training to the Board of Barbering and Cosmetology and Paul Mitchell The School Fresno prior to enrollment. The school does not allow a student to appeal the number of hours accepted when transferring from another location.

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

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

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 Fresno 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 1000 hour

A maximum of 600 hours will be accepted. To determine how many transfer hours the school accepts is based on the combination of a written test and state board rules. All cosmetology transfer students must complete a minimum of 400 hours.

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

Barbering 1000 hour

A maximum of 600 hours will be accepted. To determine how many transfer hours the school accepts is based on passing a written test and state board rules. All barber transfer students must complete a minimum of 400 hours.

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

If the student has an incomplete student kit when enrolling as a transfer student, the student will be required to purchase student kit items to complete their student kit. Please see the admissions office for an itemized list of student kit prices.

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

NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION

The transferability of credits you earn at Paul Mitchell The School Fresno is at the complete discretion of the institution to which you may seek to transfer. Acceptance of the certificate you earn in cosmetology, barbering and/or

cosmetology makeup is also at the complete discretion of the institution to which you may seek to transfer. If the certificate that you earn at this institution is not accepted at the institution to which you seek to transfer, you may be required to repeat some or all of your coursework at that institution. For this reason, you should make certain that your attendance at Paul Mitchell The School Fresno will meet your educational goals. This may include contacting an institution to which you may seek to transfer after attending Paul Mitchell The School Fresno to determine if your certificate will transfer.

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

NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED FROM ANOTHER INSTITUTION

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

TRANSFERRING FROM ONE METHOD OF DELIVERY TO ANOTHER

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

STATE LICENSING DISCLAIMER

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

DISCLOSURE FOR PROGRAMS LEADING TO LICENSURE

The following programs offered at Paul Mitchell The School Fresno lead to licensure in the state of California: Cosmetology, Barbering, and Cosmetology Makeup. 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 Fresno usually begins a new about every six (6) weeks, depending upon space availability.
2. **Holidays and school closures:**

Holiday	**Date**
New Year's Day	January 1, 2024
Memorial Day	May 27, 2024
Independence Day	July 4, 2024
Labor Day	September 2, 2024
Thanksgiving	November 28, 2024
Winter Break	December 16-23, 2024
Christmas Break	December 24-25, 2024
Staff Training- School Closed 2024	January 30, February 27, March 26, April 30, May 28, June 25, July 30, August 27, September 24, October 29, November 26, December 31

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

3. **Enrollment agreement:** Paul Mitchell The School Fresno 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 Fresno offers a variety of financial payment schedules. See Paul Mitchell The School Fresno's Financial Services 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 Tuesday, 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 https://www.eac.gov/

EDUCATION GOALS

Paul Mitchell The School Fresno 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

FUTURE PROFESSIONAL ADVISORY POLICY

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

1. **Attendance and Documentation of Time Guidelines:** Attendance, promptness, and documentation of work are cornerstones of successful work practices.
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.

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.
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.
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 professionals and committed learners. Positive behavior is required to create a mutually beneficial learning environment for all students.

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

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

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

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

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

    Bullying is prohibited by the anti-bullying policy and is a separate offense from Harassment under this section. Such Conduct is addressed in line with the Anti-Bullying Policy and procedures.
4. Coachable Attendance Violations
    a. Failing to Meet the Attendance Requirement: Monthly: a student must abide by the SAP Attendance Policy at in the Satisfactory Academic Progress Policy. Attendance will be checked monthly, falling below this percentage may result in an advisory.
    b. Not calling to report lateness or absence: Failure to provide proper notice of an absence or tardiness in accordance with the attendance policy.
    c. Excessive Tardiness: Being more than ten (10) minutes late to scheduled time on more than two (2) occasions in a thirty (30) day period.
    d. Mandatory Attendance Day Violation: certain days are required for attendance to meet educational goals. Missing any day designated as a mandatory attendance day is prohibited.
5. Academic Coaching

a. Beginning a service without a Learning Leader consultation: Future Professionals are required to complete a consultation with a Learning Leader before starting a service on a service guest or other future professional.
b. Failure to timely complete assignments: Each student is required to complete their assigned worksheets with set deadlines.
c. Failure to properly attend Theory Hours and Tests: Future Professionals are required to timely complete all state required theory tests and maintain satisfactory attendance at theory class.
d. Failure to complete practical and academic assignments.

6. Parking Violation: Future Professionals must park in the area designated for Future Professionals to park.
7. This is a smoke-free campus. All smoking on campus is prohibited, including in the parking lot.
8. Violation of the School's Internet and Social Networking Policy: Use of school technology for noneducational purpose is prohibited.
9. Violation of this Future Professional Advisory Policy or School Standards at a school-sponsored event, externship, off-campus event, and/or fieldtrip.
10. Disruptive Behavior is defined as any behavior that a reasonable instructor believes substantially interferes with the teaching or learning process, whether in a classroom or other learning environment (such as an online platform, clinic classroom, field experience, in an office, or other setting whether it is an on-campus or off-campus location) and continues after an instructor or other school employee's request to cease. Examples of disruptive behavior include, but are not limited to:
    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; and
    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.
11. Sleeping in class is prohibited.
12. Unprofessional Communication: Future Professionals and Staff are to maintain respectful and professional communication at all times. Some examples of unprofessional communication include, but are not limited to: yelling or raising your voice when communicating; use physical presence or location to emphasize a point; rude, offensive, and/or abusive language; swearing/use of profanity; uncooperative behavior during regular activities or processes, and repeatedly speaking over others.
13. Lying to or dishonesty with an Administrator: providing false information to a School Administrator is prohibited.
14. Failing to be actively engaged in school-related activities. Future Professionals are expected to be continuously working on school-related projects, assignments, clinic practical worksheets, reading theory, or test preparation during school hours.
15. Failing to follow the Student Professional Guidelines.

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

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

a. Physical Violence and Physical Altercations include but are not limited to: intentional physical contact with another (e.g. bumping into another person), physical interference with a person that prevents them from conducting their normal affairs, words or actions that put a person in fear for their physical safety, and causing a person to suffer actual physical injury.
b. Threats are words or actions that cause a reasonable expectation of injury to the health or safety of any person or damage to property.
c. Intimidation is defined as implied threats either verbally, in writing, or in person that cause a reasonable fear of harm in another.

26. Violation of the Protected Class Non-Discrimination Policy and Procedures
27. Violation of the Anti-Bullying Policy.
28. Violation any other matter covered by the Grievance Procedure.
29. Other Prohibited Conduct: The following is prohibited
    a. Engaging in behavior that constitutes a violation of federal, state, or local law on School premises or at a School sponsored event.
    b. Acting to impair, interfere with or obstruct the orderly conduct, processes, and functions of the School, including, but not limited to:
        i. Interference with the freedom of movement of any member or guest of the school.
        ii. Interference with the rights of others to enter, use, or leave a School facility, service, or activity.
        iii. Use of any public address systems without the express written permission of the Director.
        iv. Failure to comply with the direction of law enforcement/first responders and School officials acting in their scope of duties and/or failure to identify yourself to those persons when requested.
        v. Failure to comply with any authorized sanction or condition related to the Code of Conduct, Anti-Bullying Policy, Grievance Procedure, and/or Protected Class Discrimination and Harassment Policy.
        vi. Trespassing or unauthorized entry into any School buildings or property; or
        vii. Unauthorized use or misuse or School names, trademarks, and images.
    c. Fire Safety Violations:
        i. Intentionally or recklessly causing a fire that damages School or personal property or which causes injury;
        ii. Failing to evacuate the School during a fire alarm;
        iii. Improper use of fire safety equipment; or
        iv. Tampering with or improperly engaging a fire alarm.
    d. Abuse of Process: The following behavior is prohibited:
        i. Falsification, distortion, or misrepresentation of information;
        ii. Failure to provide, destruction of, or concealing information during an investigation process;
        iii. Attempting to discourage an individual's proper participation in or use of the Code of Conduct or its process;
        iv. Harassment or intimidation of a witness to any alleged violation of any published policy, including the Code of Conduct; or
        v. Influencing or attempting to influence another person to commit an abuse of the conduct process.

Eligibility to resume attendance after a suspension will be evaluated based on the following:

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

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

The school may terminate a student's enrollment for receiving seven (7) coaching sessions, and/or failing to comply with the educational requirements and/or the terms as stipulated in the Enrollment Agreement.

Appeal from Termination for Maximum Coaching Sessions

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

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

Certain Terminations are Final and are not Appealable

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

Return After Termination Appeal

The Future Professional will be placed on probation for thirty (30) calendar days, during which time he or she must strictly abide by all policies, rules, and regulations.

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

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

INDUSTRY REQUIREMENTS

Interested in pursuing a career in the beauty industry you should:

1. Develop finger dexterity and a sense of form and artistry.
2. Enjoy serving the public.
3. Stay aware of the latest fashions and beauty techniques.
4. Be committed to continuing education.
5. Understand 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 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 establishes rules, guidelines and procedures to ensure responsible use and to control the contents of its lockers. By utilizing Paul Mitchell The School'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 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 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 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 will exercise its discretion without notice:
    a. Locker abandonment.
    b. Suspected contents that may be illegal, illicit or deemed by the school to be harmful, offensive or inappropriate.
    c. At the request of or generally in cooperation with law enforcement authorities.
    d. Investigative purposes related to suspected or alleged criminal, illegal, or inappropriate activities.
    e. Risk to the general good of the school.
    f. Risk to the general good of the student or student population.
    g. Unregistered locker.
    h. Physical damage to or defacing of the locker.
    i. Odors (spoiled/rancid food, garbage or smelly contents).
    j. Locker maintenance.
7. Paul Mitchell The School works with the local law enforcement authorities and maintains the right in the school's sole discretion to allow law enforcement to carry out specific and random searches/ inspections of locker contents. Such searches/inspections may be carried out with or without notice to or in the presence of the locker's occupant. Such police activity may include but is not limited to: random drug or weapon searches of lockers, backpacks, book bags, brief cases, containers, jackets and winter coats.

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

SAFETY PRECAUTIONS FOR THE BEAUTY INDUSTRY

By following safety precautions you contribute to the health, welfare, and safety of the community. 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 the guest's clothing by appropriately draping them.
2. Ask the guest 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 working 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 Fresno. 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. In order to ensure proper clock hours are credited, full-time students are required to clock in/out 4 times a day: when they arrive to school, when they leave for lunch, when they return from lunch, and when they leave at the end of the day. Part time students are required to clock in/out 2 times a day: when they arrive to school and when they leave at the end of the day. If a student fails to clock in or out for their schedule on the student time clock, the student will not receive hours. If the student wishes to dispute any hours they feel earned, the student must provide documentation to verify attendance on the missing time form. The documentation would include the student sign in sheet, the specialty class attendance role, and/or the guest service summary.
2. The school is open from 9:30 AM to 5:00 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. Alternate schedules are available to those students who qualify.
5. Day students may not miss Saturdays; Night students may not miss Friday (unless on special schedules).
6. 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.

7. Students attend Core the first 6 weeks (210 clock hours) of enrollment. During this time the student must maintain a monthly attendance of 90%. If at the conclusion of the month, the student's progress report is not 90% attendance, the student may be dropped from the program and asked to re-enroll in the next class start date.
8. 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 9:00 AM; night students must call in by 1:30 PM.
9. Students must request time off from school from the Education Leader.
10. Students are required to be in attendance a minimum of seven (7) hours per day, 35 hours per week for the full-time schedule; 22.5 hours per week for part-time students. Holidays such as Thanksgiving, December 24 and 25, 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. Paul Mitchell The School Fresno does not allow Future Professionals to make up hours. All missed hours will count against the hours allowed to miss and overtime charges can occur.
11. Lunches and breaks are scheduled for all students. Day students will take 30 minutes for lunch between 12:00 noon and 1:30 PM, if possible, according to their booking. Students should communicate with their instructor if they have not had lunch by 1:30 PM. Night students take a 10 minute break.

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

Student Schedule	**Breaks**	**Lunch**
8 or 7 1/2 hr/day	15 min. in the morning & 15 min in the afternoon	30 min.
6 hr/day	15 min. in the morning & 15 min in afternoon	n/a
5 hr/day	15 min at mid-point of schedule	n/a
4 hr/day	15 min at mid-point of schedule	n/a

12. Documentation of time: Students may not leave the school premises during regular hours without an instructor's permission.
    a. Students who leave school premises for more than 10 minutes or those who leave early must document their time by clocking out on the time clock, signing the sign-out sheet, and having an instructor book them out.
    b. Students who leave school premises for less than 10 minutes must sign the sign-out sheet.
    c. Day students must clock out on the time clock for lunch for 30 minutes every day. Students will not receive credit for the 30 minutes 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.

PROFESSIONAL IMAGE

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

1. All clothing must be professional, clean, non-explicit, non-revealing.
2. Shoes also must be professional, practical, comfortable and close-toed (for safety).
3. Hair should be styled prior to arriving at the school.
4. Any cosmetics should be applied prior to arriving at the school.

   The following is a list of acceptable dress:

   a. Slacks, shorts, jeans, dresses or skirts. All lengths must be no shorter than 4 inches above the knee when standing. Any rips or tears must fall below the fingertips, when standing up.

b. Sweatshirts, printed T-shirts, hooded sweatshirts and/or jackets.
c. Stylish scarves, and stylish head wraps, baseball caps, fedoras, flat hats, or ascot caps may be worn, but must be clean and polished.
d. Fully opaque tights or leggings should be worn with skirts or dresses that fall shorter than 4 inches above the knees when standing.
e. Name tag - as provided by the school. All Future Professionals are required to wear a name tag visibly while in attendance.
f. Accessories that do not in any way interfere with movement or touch guests.
g. Sports logos are OK in minimal size.

The following is a list of unacceptable dress and wearing such may be grounds for being sent home to change and return to school:

a. Untidy or open-toed shoes.
b. Foot thongs, beach sandals or Crocs.
c. Tank tops, sleeveless tops, spaghetti string tops, belly shirts or other revealing attire.
d. Sweatpants.
e. Shorts and/or skirts that fall more than 4 inches above the knee, when standing up.
f. Sunglasses.
g. Sleepwear (including bonnets and slippers).
h. Any attire/paraphernalia/symbol that displays a logo or other message promoting alcohol or controlled substances, promoting violence, illegal activity or relating to gangs may not be worn on campus.

Future Professionals who fail to comply with the Future Professional dress code may receive an advisory coaching or further disciplinary action.

SANITATION AND PERSONAL SERVICES

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

COMMUNICATION GUIDELINES AND PROFESSIONAL CONDUCT

1. Visitors are allowed in the service reception area only. Visitors are not allowed in the classrooms, student lounge, or clinic classroom area.
2. Only emergency calls are permitted on the business phone. Students may use the student phones for a limited time. Please keep your calls to three (3) minutes or less.
3. Cell phones are permitted in assigned areas of the school.
4. Future Professionals may not visit with another Future Professional who is servicing a service guest.

5. Future Professionals may not gather around the service desk, service reception area, or offices.
6. Food, drinks, and water bottles are allowed only in the lunchroom.
7. The school is a smoke-free campus.
8. Stealing or taking school property or another's personal property is unacceptable and grounds for termination.
9. School administration has the right to access and inspect a Future Professionals locker at any time, refer to the locker policy

LEARNING PARTICIPATION GUIDELINES

1. Peer teaching and tutoring are encouraged. Taking credit for another's work or cheating during exams is unacceptable and is grounds for termination.
2. Future Professionals will be expected to maintain an average of 75% 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 practical skill assessments through CourseKey
    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. 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.
14. If a Future Professionals fails to pass the Core written and/or practical exam on their second attempt, they may be asked to withdraw from the program and re-start in the next Core class start date.
15. 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 Fresno keeps a file of information about housing in the surrounding areas; however the school does not provide dormitory facilities and does not have any facilities under its control . The school is not responsible to find or assist student in finding housing.

There is available housing located within 2 miles of the school. The cost of housing is between $800.00 to $1,600.00 per month .

2. **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 Fresno 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 California can be found at http://www.sos.ca.gov.

For information on Voter Registration and Election Dates for Federal Elections visit https://www.eac.gov/voters/voter-resources-helpful-links

SUSPENSION AND TERMINATION

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. If a Student receives two (2) additional coaching sessions after readmission 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.

BOARD OF BARBERING AND COSMETOLOGY LICENSING REQUIREMENTS

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

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

DISTANCE EDUCATION AND HYBRID PROGRAM REQUIREMENTS

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

Software Requirements

- Access the following apps:
    - The Skill Cards app, The Cutting System app (includes The Cutting Book), The Short Haircutting System app (includes Barbering Fundamentals), The Color System app (includes The Coloring Book), The Makeup System app, Business Fundamentals: Connecting to My Future iBook, Plugged In (access to MASTERS library).
    - Pivot Point LAB or Milady CIMA for theory instruction, activities, quizzes, and exams

- MacOS Browsers: Safari 7+, Firefox 27+, or Chrome 30+ versions
- Windows Browsers: Edge 12+, Firefox 27+, or Chrome 30+ versions
- Conference Tool- Zoom (latest version)
- Note Taking Software or app (Word, Pages, Notability app)

ENFORCEMENT OF PUBLIC HEALTH REGULATIONS

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

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

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

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

Clean your hands often

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

Clean and disinfect

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

Watch for symptoms

People with COVID-19 have had a wide range of symptoms reported – ranging from mild symptoms to severe illness. If you have any of these symptoms DO NOT come to school. Contact the school and follow the call-in procedure.

Symptoms may appear 2-14 days after exposure to the virus. People with these symptoms may have COVID-19:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache

- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

INSTRUCTIONAL TECHNIQUES AND METHODS

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

LIST OF LIBRARY REFERENCE MATERIALS

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

A student can contact a learning leader or school director for access to the Library.

COSMETOLOGY 1000 HOUR PROGRAM

COSMETOLOGY 1000 HOUR COURSE INFORMATION

COSMETOLOGY 1000 HOUR COURSE DESCRIPTION

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

The curriculum involves 1000 hours to satisfy California state requirements. The course includes extensive instruction and practical experience in cutting, hair coloring, perming, customer service, personal appearance and hygiene, personal motivation and development, retail skills, client record keeping, business ethics, sanitation, state laws and regulations, salon-type administration, and job interviewing.

Graduates are prepared to be an entry level cosmetologist.
This course is taught in English. Textbooks and course materials are only offered in the English Language.

COSMETOLOGY 1000 HOUR COURSE OVERVIEW

Course Hours: 1000 clock hours

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

1. **Pre-clinical Classroom Instruction**: The first 210 hours are devoted to classroom workshops where students learn design principles, technical information, and professional practices.
2. **Clinic Classroom Learning Experience**: The remaining hours are spent in the clinic classroom 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 1000 HOUR COURSE OUTLINE

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

1. **Core Curriculum:** A 210-hour orientation, known as the Core program, instills the basic fundamentals. Students are graded and evaluated using written, oral, and practical testing methods. Students must successfully complete the Core curriculum prior to attending regularly scheduled daily classes in cutting, coloring, permanent waving, and chemical texture services.
2. **Clinic Classroom Learning Experience:** Your clinic classroom time from 210 to 1000 hours will be guided with individual attention and group learning experiences using mini-classes, monthly worksheets, and periodic evaluations developed specifically for this monitoring progress. This is when you begin experiencing your clinic classroom education on paying clients in the clinic classroom area.
3. **Classroom Learning Experience**: Your classroom time from 210 to 1000 hours is divided into six (6) areas: cutting, coloring, texture, makeup, skin, and nails. Each area has an instructor who conducts the different specialty classes each week; Classroom Learning Experiences may also include retail, motivation, self improvement, professional development, and attendance education which may be conducted by an instructor, non-licensed staff member or guest artist.
4. **Adaptive Curriculum**: From 210 to between 500 and 600 hours you will enter a new phase of elective classroom workshops coupled with challenging practical services designed to continue building you into a confident designer.

5. **Creative Curriculum:** You will spend your last 500 to 600 hours at Paul Mitchell The School Fresno in “high gear” by dressing, acting, and working like a true professional. You will use your own artistic and creative abilities, coupled with the assistance of the Learning Leaders, to prepare yourself for your future beauty industry career.

COSMETOLOGY 1000 HOUR COURSE SUBJECTS

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

Subject	State Hour Requirements	School Practical Requirements
Health and Safety: Including instruction on hazardous substances, chemical safety, safety data sheets, protection from hazardous chemicals, preventing chemical injuries, health and safety laws and regulations, and preventing communicable diseases. **Board Approved Health & Safety Course (B&P 7389(a)):** Including instruction on hazardous substances, basic labor laws, and physical and sexual assault awareness.	100	N/A
Disinfection and Sanitation: Including instruction on disinfection procedures to protect the health and safety of consumers as well as the technician and proper disinfection procedures for equipment used in establishments.	100	N/A
Chemical Hair Services: Including instruction on coloring, straightening, waving, bleaching, hair analysis, predisposition and strand tests, safety precautions, formula mixing, and the use of dye removers.	200	150
Hairstyling Services: Including instruction on arranging, blow drying, cleansing, curling, dressing, hair analysis, shampooing, waving, and nonchemical straightening, and hair cutting, including the use of shears, razors, electrical clippers and trimmers, and thinning shears, for wet and dry cutting.	200	150
Skin Care: Including instruction on chemical and manual facials and massaging, stimulating, exfoliating, cleansing, or beautifying the face, scalp, neck, or body by the use of hands, esthetic devices, cosmetic products, antiseptics, lotions, tonics, or creams that do not result in the ablation or destruction of the live tissue.	150	55
Hair Removal and Lash and Brow Beautification: Including instruction on tinting and perming eyelashes and brows and applying eyelashes to any person, and includes removing superfluous hair from the body of any person by use of depilatories, tweezers, sugaring, nonprescription chemicals, or waxing, or by the use of devices and appliances of any kind or description, except by the use of lasers or light waves, which are commonly known as rays.	50	55
Manicure and Pedicure: Including instruction on water and oil manicures, hand and arm massage, foot and ankle massage, nail analysis, and artificial nail services, including, but not limited to, acrylic, liquid and powder brush-ons, dip, tips, wraps, and repairs.	100	45
5 Minute Stress Relief Treatment	N/A	40
Additional Training	100	
TOTAL HOURS OF TECHNICAL INSTRUCTION	**1000**	

The institution offers employment assistance to help graduates’ efforts to secure education-related employment that includes, but is not limited to training in professionalism, resume’ development, job interview preparation and job search skills. No additional hours will be required to complete the additional training, and these additional 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 completed in the school facility.

COSMETOLOGY 1000 HOUR PROGRAM TESTING AND GRADING PROCEDURE

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

1. **Academic theory exams:** Students must receive a grade of 75% or higher on each assigned theory exam . Exams are completed at the conclusion of each online theory module. Depending on the length of the module, theory exams will occur weekly or bi-monthly, within the 10% of distance education hours. The theory exams will evaluate the student's academic performance for each subject of the distance education curriculum.
2. **Core orientation practical skills evaluation test:** Students must receive a grade of 75% or higher on each written exam and each practical skill exam in order to complete the Core program. The exams are an overview of instruction taught during the Core schedule. All Core written and practical skill exams must be passed with a 75% in order to transition to the Clinic Classroom. If students are unable to pass each exam after two attempts, the student may be asked to withdraw from the program and re-enroll in the next available Core class start date. The core written and practical skills evaluation must be completed within the school facility and cannot be taken through distance education.
3. **Final exam 1:** This test covers an overview of all related cosmetology subjects (e.g., anatomy, chemistry, etc.). Students must receive a grade of 75% or higher on all final exams. Final Exam 1 must be completed within the school facility and cannot be taken through distance education.
4. **Final exam 2:** The written exam covers an overview of all theory instruction, California state law, and other items covered on the state cosmetology exam. Students must receive a grade of 75% or higher on all final exams. Final Exam 2 must be completed within the school facility and cannot be taken through distance education.
5. **Clinic Practical Skill Assessments:** Future Professionals progress in practical skill assessments and theory hours will be digitally monitored on a weekly basis by the Future Professional Advisor using the Course Key app. All assigned practical skill assessments must be completed in order to complete the program.
6. **Distance education assessments:** Students must complete a distance education written assessment and practical skill assessment. These are based on performance and must be completed on-campus each month. The distance education assessment will focus on the distance education subjects covered during that time period. Students must receive a grade of 75% or higher on each distance education written assessment and each practical skill assessment. Only students enrolled in the distance education program are required to complete these assessments.

COSMETOLOGY 1000 HOUR 2024 CLASS START DATES

COSMETOLOGY

Option	Dates
DAY SCHOOL:	January 15, February 26, April 15, May 29, July 8, August 19, September 30, November 11

COSMETOLOGY ONLY

Option	Dates
NIGHT SCHOOL:	January 15, April 1, June 3, August 5, October 7

All Class will be held at the Paul Mitchell The School Fresno located at 5091 North Fresno Street, Suite 104, Fresno, CA 93710

COSMETOLOGY 1000 HOUR PROGRAM SCHEDULES

Option	Days	Times	Hrs/Wk
Day School Option	Monday - Friday	9:30 AM to 5:00 PM	35 hrs per week
Night School Option	Monday - Friday	5:30 PM to 10:00 PM	22.5 hrs per week

COSMETOLOGY 1000 HOUR 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 Fresno.

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

TUITION – Cosmetology 1000 hour with Base Model Kit	
Tuition	$14,500.00
Application Fee ***(nonrefundable)***	25.00
Registration Fee	50.00
JPMS Learning Tool Kit ***(nonrefundable)***	726.00
Cosmetology Academic Kit ***(nonrefundable)***	631.40
Milady CIMA Academic Kit; Apps ***(nonrefundable)*** **	259.83
Makeup Learning Kit - Standard ***(nonrefundable)***	231.00
Cosmetics Learning Tool ***(nonrefundable)***	328.32
Kit Sales Tax (7.975%) ***(nonrefundable)***	228.53
Handling Fee ***(nonrefundable)***	40.00
Student Tuition Recovery Fund (STRF) ***(nonrefundable)***	0.00
iPad 10th Generation w/ 2-Year Apple Care	689.04
TOTAL COST	**$17,709.12**

TUITION – Cosmetology 1000 hour with Pro Model Kit	
Tuition	$14,500.00
Application Fee ***(nonrefundable)***	25.00
Registration Fee	50.00
JPMS Learning Tool Kit ***(nonrefundable)***	726.00
Cosmetology Academic Kit ***(nonrefundable)***	631.40
Milady CIMA Academic Kit; Apps ***(nonrefundable)*** **	259.83

TUITION – Cosmetology 1000 hour with Pro Model Kit	
Makeup Learning Kit - Standard ***(nonrefundable)***	687.50
Skin Products Learning Kit ***(nonrefundable)***	21.18
Cosmetics Learning Tool ***(nonrefundable)***	328.32
Orientation Kit ***(nonrefundable)***	24.20
Kit Sales Tax (7.975%) ***(nonrefundable)***	228.53
Handling Fee ***(nonrefundable)***	40.00
Student Tuition Recovery Fund (STRF) ***(nonrefundable)***	0.00
iPad 10th Generation w/ 2-Year Apple Care	689.04
TOTAL COST	**$18,202.03**

Program	**Per Clock Hour Rate (Transfer and Re-Entry Students Only)**
Cosmetology 1000	$14.50

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

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

Please contact the school's Financial Services Leader for payment options. The school accepts cash, credit card, and personal check payments. Financial aid recipients understand that monies received on their behalf are applied first to tuition costs. * A $50.00 fee will be charged for all failed payments.

Financial aid available to those who qualify.

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

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

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

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

Financial aid available to those who qualify.

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

COSMETOLOGY 1000 HOUR KIT AND TEXTBOOKS

COSMETOLOGY 1000 HOUR STUDENT TEXTBOOKS AND KITS

Students are advised to refrain from loaning any part of their kit or textbooks. The school is not responsible for items that are lost or stolen. Published kit lists herein are subject to change.

COSMETOLOGY 1000 HOUR STUDENT KIT

Students are responsible to purchase a Paul Mitchell Kit at an additional cost from the tuition. *Textbook and educational materials may be purchased separately, which may discount kit costs.*

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

Items
COMBS
1 Paul Mitchell Black Metal Tail, 429
1 Paul Mitchell Pick Teasing, 109
1 Paul Mitchell Teal Carving, 424
1 Paul Mitchell Detangler Comb
1 Paul Mitchell Black Rat Tail, 814
1 Paul Mitchell Red Cutting Comb, 416
1 Paul Mitchell Red Cutting Comb, 416 1 Paul Mitchell White Comb, 408
BRUSHES
1 Paul Mitchell Paddle Plastic 427
1 Paul Mitchell Scalp Brush
1 Paul Mitchell Sculpting Plastic 413
1 Paul Mitchell Styling Plastic 407
1 Paul Mitchell Express Ion Round -Large
1 Paul Mitchell Express Ion Round - Small
CAPES
1 Paul Mitchell All Purpose Cape
1 Paul Mitchell Cutting Cape
ACCESSORIES
1 Paul Mitchell Metal Clips (pack 10)
1 Paul Mitchell Water Bottle
1 Paul Mitchell Rolling Metal Case
1 MUSE Makeup Kit
TOOLS
1 Paul Mitchell 3/4" Marcel Curling Iron
1 Wahl Barber Duo
1 Paul Mitchell Manicure Set
2 Female Mannequin
1 Paul Mitchell Tripod
1 Paul Mitchell Classic Razor
1 Express Ion Smooth +(Plus) North America 120V

Items
1 Scissor Kit, 6.0"" (R/L) Texturizer, 5.5 (R/L) with Case
1 Paul Mitchell Color Paddle
1 Pivot Point Mannequin Bundle - (5) Cosmetology Set
STUDENT EDUCATION MATERIALS
1 The Cutting System App
1 The Color System App
1 The Skill Cards App
1 Connecting to My Future App
1 Master Audio Club subscription (while enrolled)
1 The Short Haircutting System App
1 The Makeup App
1 Plugged In App
1 Be Nice (Or Else!) Digital Book
1 California State Board of Barbering and Cosmetology Act and Regulations book
1 Health and Safety Course Textbook
1 Health and Safety Course Exam Booklet

Students have the option of a Basic or Standard Makeup Kit.

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

TEXTBOOKS

1 *Milady's Standard Cosmetology* 2012 Textbook (softcover) ISBN-13: 9781439059296, $108.95
1 *Milady's Standard Cosmetology 2012 Study Guide: The Essential Companion* ISBN-13: 9781439059241, $58.95
1 *Milady's Standard Cosmetology 2012 Exam Review* ISBN-13: 9781439059210, $35.95
1 California State Board of Barbering and Cosmetology Act and Regulations book
1 Health and Safety Course Textbook
1 Health and Safety Course Exam Booklet

GRADUATION INFORMATION

GRADUATION REQUIREMENTS

The Student must complete the following graduation requirements:

1. Complete the required number of program clock hours.
2. Complete and submit all assigned skill practical assessments through CourseKey, to demonstrate completion of State requirements.
3. Pass the school's final written and practical exams.
4. Complete the required theory hours and pass all written theory exams.

Upon meeting all requirements listed above for graduation, the Student will receive an official transcript. Students may also request an official current transcript from the School, at any time following graduation.

Upon meeting all requirements listed above for graduation, having all monies owed to the school and/or a payment arrangement made with the School, the Student will receive a graduation/completion certificate.

CAREER SERVICES

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

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

The school has a dedicated Placement Leader.

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

39-5000 Personal Appearance Workers

39-5010 Barbers, Hairdressers, Hairstylists and Cosmetologists

39-5011 Barbers

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

39-5012 Hairdressers, Hairstylists, and Cosmetologists

Provide beauty services, such as cutting, coloring, and styling hair, and massaging and treating scalp. May shampoo hair, apply makeup, dress wigs, remove hair, and provide nail and skincare services. Excludes "Makeup Artists, Theatrical and Performance" (39-5091), "Manicurists and Pedicurists" (395092), and "Skincare Specialists" (39-5094).

2019 Median Pay: The median hourly wage for barbers was $14.50 in May 2019. The annual mean wage in California is $30,450 to $33,430.

The median hourly wage for hairdressers, hairstylists, and cosmetologists was $12.54 in May 2019. The annual mean wage in California is $38,390.

Number of Jobs 2018: 766,100

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

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

BARBERING 1000 HOUR PROGRAM

BARBERING 1000 HOUR COURSE INFORMATION

BARBERING 1000 HOUR COURSE DESCRIPTION

Barbering: *SOC 39.5011.00, CIP Code 12.0402:*

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

Graduates are prepared to be entry-level barbers.
This course is taught in English. Textbooks and course materials are only offered in the English Language.

BARBERING 1000 HOUR COURSE OVERVIEW

Course Hours: 1000 clock hours

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

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

BARBERING 1000 HOUR COURSE OUTLINE

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

1. **Core Curriculum**: A 210-hour orientation, known as the Core program, instills the basic fundamentals. Students are graded and evaluated using written, oral, and practical testing methods. Students must successfully complete the Core curriculum prior to attending regularly scheduled daily classes in cutting, color, permanent waving, and chemical texture services.
2. **Clinic Floor Learning Experience:** Your clinic floor time from 210 to 1000 hours will be guided with individual attention and group learning experiences using workshops, monthly worksheets, and periodic exams developed specifically for monitoring progress. This is when you begin working on paying service guests in the clinic classroom.
3. **Classroom Learning Experience:** Your classroom time from 210 to 1000 hours is divided into four (4) areas: cutting, color, texture, and men's grooming. Each area has a Skill Specialist in the field who conducts the different specialty classes once a week; these may include guest artists, retail (Take Home), motivation, self-improvement, nail artistry, makeup, etc.
4. **Adaptive Curriculum**: From 210 to 500 hours, you will enter a new phase of specialty classroom workshops coupled with challenging practical services designed to continue building your skills as a future beauty industry professional.
5. **Creative Curriculum**: You will spend your last 500 hours in Paul Mitchell The School Fresno in "high gear" by dressing, acting, and working like a true beauty industry professional. You will use your own artistic and creative abilities, coupled with the assistance of the Learning Leaders, to prepare yourself for your future beauty industry career

BARBERING 1000 HOUR COURSE SUBJECTS

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

Subject	State Hour Requirements	School Practical Requirements
Health and Safety: Including instruction on hazardous substances, chemical safety, safety data sheets, protection from hazardous chemicals, preventing chemical injuries, health and safety laws and regulations, and preventing communicable diseases. **Board Approved Health & Safety Course (B&P 7389(a)):** Including instruction on hazardous substances, basic labor laws, and physical and sexual assault awareness	100	N/A
Disinfection and Sanitation: Including instruction on disinfection procedures to protect the health and safety of consumers as well as the technician and proper disinfection procedures for equipment used in establishments.	100	N/A
Chemical Hair Services: Including instruction on coloring, straightening, waving, bleaching, hair analysis, predisposition and strand tests, safety precautions, formula mixing, and the use of dye removers.	200	150
Hairstyling Services: Including instruction on arranging, blow drying, cleansing, curling, dressing, hair analysis, shampooing, waving, and nonchemical straightening, and hair cutting, including the use of shears, razors, electrical clippers and trimmers, and thinning shears, for wet and dry cutting.	200	150
Shaving and Trimming of the Beard: Including instruction on preparing the client's hair for shaving, assessing the condition of the client's skin, performing shaving techniques, applying aftershave antiseptic following facial services, and massaging the face and rolling cream massages.	200	140
5 Minute Stress Relief Treatment/Scalp Treatment with Manipulation	N/A	60
Additional Training	200	
TOTAL HOURS OF TECHNICAL INSTRUCTION	**1000**	

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

BARBERING 1000 HOUR PROGRAM TESTING AND GRADING PROCEDURE

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

1. **Academic theory exams:** Students must receive a grade of 75% or higher on each assigned theory exam. Exams are completed at the conclusion of each online theory module. Depending on the length of the module, theory exams will occur weekly or bi-monthly, within the 10% of distance education hours. The theory exams will evaluate the student's academic performance for each subject of the distance education curriculum.
2. **Core orientation practical skills evaluation test:** Students must receive a grade of 75% or higher on each written exam and each practical skill exam in order to complete the Core program. The exams are an overview of instruction taught during the Core schedule. All Core written and practical skill exams must be passed with a 75% in order to transition to the Clinic Classroom. If students are unable to pass each exam after two attempts, the

student may be asked to withdraw from the program and re-enroll in the next available Core class start date. The core written and practical skills evaluation must be completed within the school facility and cannot be taken through distance education.

3. **Final exam 1:** This exam covers an overview of all related cosmetology subjects (e.g., anatomy, chemistry, etc.). Students must receive a grade of 75% or higher on all final exams. Final Exam 1 must be completed within the school facility and cannot be taken through distance education.
4. **Final exam 2**: The written exam covers an overview of all theory instruction, California state law, and other items covered on the state cosmetology exam. Students must receive a grade of 75% or higher on all final exams. Final Exam 1 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. **Distance education assessments**: Students must complete a distance education written assessment and practical skill assessment. These are based on performance and must be completed on-campus each month. The distance education assessment will focus on the distance education subjects covered during that time period. Students must receive a grade of 75% or higher on each distance education written assessment and each practical skill assessment. Only students enrolled in the distance education program are required to complete these assessments.

BARBERING 1000 HOUR 2024 CLASS START DATES

Option	Dates
DAY SCHOOL:	January 15, February 26, April 15, May 29, July 8, August 19, September 30, November 11
NIGHT SCHOOL:	June 3, August 5, October 7

All Class will be held at the Paul Mitchell The School Fresno located at 5091 North Fresno Street, Suite 104, Fresno, CA 93710 .

BARBERING 1000 HOUR PROGRAM SCHEDULES

Option	Days	Times	Hrs/Wk
Day School Option	Monday - Friday	9:30 AM to 5:00 PM	35 hrs per week
Night School Option	Monday - Friday	5:30 PM to 10:00 PM	20 hrs per week

BARBERING 1000 HOUR 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 Fresno.

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

TUITION – Barbering 1000 hour	
Tuition	$14,500.00
Application Fee ***(nonrefundable)***	25.00

TUITION – Barbering 1000 hour	
Registration Fee	50.00
JPMS Learning Tool Kit ***(nonrefundable)***	798.60
Barbering Academic Kit ***(nonrefundable)***	598.00
Milady CIMA Academic Kit; Apps ***(nonrefundable)*** **	259.83
Barber Learning Tools ***(nonrefundable)***	357.93
Kit Sales Tax (7.975%) ***(nonrefundable)***	216.34
Handling Fee ***(nonrefundable)***	40.00
Student Tuition Recovery Fund (STRF) ***(nonrefundable)***	0.00
iPad 10th Generation w/ 2-Year Apple Care	689.04
TOTAL COST	**$17,544.07**

Program	**Per Clock Hour Rate (Transfer and Re-Entry Students Only)**
Barbering 1000	$14.50

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

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

Please contact the school's Financial Services Leader for payment options. The school accepts cash, credit card, and personal check payments. Financial aid recipients understand that monies received on their behalf are applied first to tuition costs. * A $50.00 fee will be charged for all failed payments.

Financial aid available to those who qualify.

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

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

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

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

Financial aid available to those who qualify.

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

BARBERING 1000 HOUR KIT AND TEXTBOOKS

BARBERING 1000 HOUR STUDENT TEXTBOOKS AND KITS

Students are advised to refrain from loaning any part of their kit or textbooks. The school is not responsible for items that are lost or stolen. Published kit lists herein are subject to change.

BARBERING 1000 HOUR STUDENT KIT

Students are responsible to purchase a Paul Mitchell kit at an additional cost from the tuition. *Textbook and educational materials may be purchased separately, which may discount kit costs.*

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

Items
COMBS
1 Paul Mitchell Black Metal Tail, 429
1 Paul Mitchell Black Rat Tail, 814
1 Paul Mitchell Pick Teasing, 109
1 Paul Mitchell Red Cutting Comb, 416
1 Paul Mitchell Teal Carving, 424
1 Paul Mitchell White Comb, 408
1 Paul Mitchell Detangler Comb
BRUSHES
1 Paul Mitchell Paddle Plastic 427
1 Paul Mitchell Scalp Brush
1 Paul Mitchell Sculpting Plastic 413
1 Paul Mitchell Styling Plastic 407
1 Paul Mitchell Express Ion Round -Large
1 Paul Mitchell Express Ion Round - Small
CAPES
1 Paul Mitchell All Purpose Cape
1 Paul Mitchell Cutting Cape
ACCESSORIES
1 Paul Mitchell Metal Clips (pack 10)
1 Paul Mitchell Water Bottle
1 Paul Mitchell Rolling Metal Case
TOOLS
1 Paul Mitchell 3/4" Marcel Curling Iron
1 Wahl Barber Duo
1 Wahl Finale
1 Wahl Magic Clip

Items
1 Paul Mitchell Bamboo Brush
1 Paul Mitchell Shave Razor
1 Paul Mitchell Neck Duster
1 Male Mannequin
1 Female Mannequin
1 Paul Mitchell Color Paddle
1 Paul Mitchell Tripod
1 Paul Mitchell Classic Razor
1 Pivot Point Mannequin Bundle - (5) Barbering Set
1 Scissor Kit, 6.0"" (R/L) Texturizer, 5.5 (R/L) with Case
MISCELLANEOUS
1 T-Shirt
STUDENT EDUCATION MATERIALS
1 The Cutting System App
1 The Color System App
1 Plugged In App
1 Master Audio Club subscription (while enrolled)
1 The Short Haircutting System App
1 The Skill Cards App
1 Connecting to My Future App
1 Be Nice (Or Else!) Digital Book
1 California State Board of Barbering and Cosmetology Act and Regulations book
1 Health and Safety Course Textbook
1 Health and Safety Course Exam Booklet

The items listed above are only available in a Paul Mitchell kit and cannot be purchased separately.

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

TEXTBOOKS

1 *Milady's Standard Professional Barbering, 6th Ed.* Textbook (hardcover) ISBN-13: 9781305100558, $138.95
1 *Milady's Standard Professional Barbering, 6th Ed. Student Workbook;* ISBN-13: 9781305100664, $66.95
1 *Milady's Standard Barbering, 6th Ed., Exam Review* ISBN-13: 9781305100671, $45.95
1 California State Board of Barbering and Cosmetology Act and Regulations book
1 Health and Safety Course Textbook
1 Health and Safety Course Exam Booklet

GRADUATION INFORMATION

GRADUATION REQUIREMENTS

The Student must complete the following graduation requirements:

1. Complete the required number of program clock hours.
2. Complete and submit all assigned skill practical assessments through CourseKey, to demonstrate completion of State requirements.

3. Pass the school's final written and practical exams.
4. Complete the required theory hours and pass all written theory exams.

Upon meeting all requirements listed above for graduation, the Student will receive an official transcript. Students may also request an official current transcript from the School, at any time following graduation.

Upon meeting all requirements listed above for graduation, having all monies owed to the school and/or a payment arrangement made with the School, the Student will receive a graduation/completion certificate.

CAREER SERVICES

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

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

The school has a dedicated Placement Leader.

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

39-5000 Personal Appearance Workers

39-5010 Barbers, Hairdressers, Hairstylists and Cosmetologists

39-5011 Barbers

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

39-5012 Hairdressers, Hairstylists, and Cosmetologists

Provide beauty services, such as cutting, coloring, and styling hair, and massaging and treating scalp. May shampoo hair, apply makeup, dress wigs, remove hair, and provide nail and skincare services. Excludes "Makeup Artists, Theatrical and Performance" (39-5091), "Manicurists and Pedicurists" (395092), and "Skincare Specialists" (39-5094).

2019 Median Pay: The median hourly wage for barbers was $14.50 in May 2019. The annual mean wage in California is $30,450 to $33,430.

The median hourly wage for hairdressers, hairstylists, and cosmetologists was $12.54 in May 2019. The annual mean wage in California is $38,390.

Number of Jobs 2018: 766,100

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

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

FINANCIAL INFORMATION

FINANCIAL AID

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

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

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

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

The school participates in the following Federal Aid Programs:

GRANTS

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

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

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

FEDERAL DIRECT LOANS

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

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 for is 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 cease to be enrolled at least half-time. This 6-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 half-time.
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:
https://studentaid.gov/understand-aid/types/loans/interest-rates

DEFAULTING ON THE FEDERAL DIRECT LOAN

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

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 https://www.paulmitchell.edu/fresno 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: https://collegecost.ed.gov.

STEPS TO APPLY

A. Sign up for an FSA ID at studentaid.gov. 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 https://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.

v. If you have existing federal student loans, you are acknowledging that you understand how much you owe and how much more you can borrow.

- Complete Master Promissory Notes (MPN)
  The MPN is a legally binding agreement between you and us and contains the terms and conditions of your loans.

E. Review your Financial Aid Notification
   The notification will provide a snapshot of what financial aid you are eligible to receive for the current academic year
F. Accept your Estimated Financial Aid Offer

VERIFICATION

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

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

FINANCIAL AID DISBURSEMENTS

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

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

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, room and board, 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 Fresno through a federal financial aid refund must be used toward educational expenses only and using these funds in any other manner is in violation of and punishable by federal law.

IMPACT OF WITHDRAWAL OR LEAVE OF ABSENCE

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

EXIT COUNSELING

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

OVERPAYMENT

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

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

WITHDRAWING FROM SCHOOL

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

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

Official cancellation occurs when a Student is not accepted by the School, or when a Student or legal guardian cancels the Enrollment Agreement. The School also may initiate an official withdrawal for reasons which include but

are not limited to the expulsion of the Student or the termination of the Student for failure to meet the applicable requirements of the School's satisfactory academic progress policy or the failure to pay tuition and other charges by the applicable deadlines.

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

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

FEDERAL RETURN OF TITLE IV FUNDS POLICY

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

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

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

R2T4 Calculation: The R2T4 formula applies if the Student received or could have received federal Title IV financial assistance during the payment period in which the Student withdrew based on applicable eligibility criteria (e.g., Pell Grants, FSEOG, Direct Subsidized Loans, Direct Unsubsidized Loans, or Direct PLUS Loans). The percentage of Title IV aid earned is equal to the percentage of the payment period that was completed as of the Student's withdrawal date. For clock-hour Programs, a Student earns the percentage of scheduled clock hours up to the date of withdrawal divided by the number of scheduled clock hours in the payment period.

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

The amount to be returned as unearned is calculated by subtracting the amount of Title IV assistance earned from the amount of Title IV aid that was or could have been disbursed as of the withdrawal date.

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

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

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

The School may automatically use all or a portion of a post-withdrawal disbursement of grant funds for institutional charges. The School needs to obtain permission from the Student to apply Title IV funds for other educationally related expenses. Post-withdrawal disbursements will be made from Pell Grant funds first if the Student is eligible. If

there are current educational costs still due the School at the time of withdrawal, a Pell Grant post-withdrawal disbursement will be created to the Student's account. Any remaining Pell funds will be released to the Student without the Student having to take any action.

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

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

1. Any monies due the student shall be refunded within 30 days of official cancellation or withdrawal. Official cancellation or withdrawal shall occur on the earlier of the dates that:
    a. A student is not accepted by the school. This student shall be entitled to a refund of all monies paid to the school except a non-refundable application fee.
    b. A student (or in the case of a student under legal age, his/her parent or guardian) cancels his/her enrollment agreement and demands his/her money back in writing, until the first day of class session or the seventh (7) calendar day of signing the enrollment agreement, whichever is later. In this case all monies collected by the school shall be refunded except a non-refundable application fee. This policy applies regardless of whether or not the student has actually started training.
    c. A student who cancels his/her enrollment agreement after the seventh (7) calendar day of signing the enrollment agreement or through the attendance of their first class session, whichever is later, is entitled to a refund of all monies paid to the school less an application fee of $75.00.
    d. A student notifies the institution of his/her official withdrawal in writing.
    e. A student is expelled by the institution.
    f. For official cancellations as defined in paragraphs b, c, d, or e, the cancellation date will be determined by the postmark on written notification at the following address: Paul Mitchell The School Fresno, 5091 North Fresno Street Suite 104, Fresno, CA 92626, or by the date said information is delivered to the school administrator/owner in person. Written cancellations need not take any particular form.
    g. Monies paid for student kits are non-refundable after the cancellation period.
    h. A student on a leave of absence date of withdrawal determination shall be the earlier of the scheduled date of return from the leave of absence or the date the student notifies the school that the student will not be returning.
2. You have the right to cancel your enrollment agreement and obtain a refund of charges paid through attendance at the first class session, or the seventh (7) calendar day after enrollment, whichever is later. YOU MUST CANCEL IN WRITING. Students do not have the right to cancel by telephoning the school or by not coming to class.
3. Any monies due a student who unofficially withdraws from the institution shall be refunded within 45 days of a determination by the institution that the student has withdrawn without notifying the institution. Unofficial withdrawals are monitored every 15 days and a determination is made to withdraw a student who has been absent from school for 14 or more consecutive calendar days; the withdrawal date that will be used in this calculation is the student's actual last date of attendance.
4. When situations of mitigating circumstances are in evidence, such as serious illness, a disabling accident, or death in the immediate family, the school may make a settlement that is reasonable and fair to both parties.
5. All extra costs, such as books, equipment, graduation fees, application fee, rentals, and other such charges, are not considered in the tuition adjustment computation if the charges are itemized separately in the enrollment agreement.
6. Monies paid for supplies and equipment are refundable after seven (7) calendar days of signing the enrollment agreement, or through attendance at the first class session, whichever is later.

7. If a course and/or program is cancelled subsequent to a student's enrollment, and before instruction in the course and/or program has begun, the school shall either provide a full refund of all monies paid or provide completion of the course and/or program.
8. A student's account may be sent to collections for nonpayment.
9. If an institution closes or discontinues a program prior to the completion of the contracted services, the institution shall provide a pro-rata refund only if the Bureau determines the school made provisions for students enrolled at the time of default to complete a comparable educational program at another institution at no additional charge to the student beyond the amount of the total charges in the original enrollment agreement. If the institution does not make that provision, the institution shall provide students a full refund of all institutional charges.
10. A student is entitled to a refund of monies not paid from federal student aid program funds.

Students are responsible for the amount owed. If a student obtains a student loan, he/she is responsible for repaying the loan amount, plus interest, less the amount of any refund. The institution shall also provide a pro rata refund of non-federal student financial aid program monies paid for institutional charges to students who have completed 60 percent or less of the period of attendance. If you are eligible for a loan guaranteed by the federal or state government and you default on the loan, both of the following may occur:

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

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

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

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

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

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

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

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

Step 2: Subtract Registration/Application fee not to exceed $250.00.

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

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

Tuition amount	**10%**	**25%**	**50%**	**60%**	**61%-100%**
$13,500.00	$1,350.00	$3,375.00	$6,750.00	$8,100.00	$13,500.00

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

Tuition amount	**10%**	**25%**	**50%**	**60%**	**61%-100%**
$13,500.00	$1,350.00	$3,375.00	$6,750.00	$8,100.00	$13,500.00

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

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

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

SPECIAL PROVISIONS FOR BOOKS AND SUPPLIES

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

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

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

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

PREFERRED LENDER LIST AND PRIVATE EDUCATION LOAN DISCLOSURES

Our school does not have a list of preferred lenders and we do not offer private education loans. Students are encouraged to explore federal student aid options before considering private education loans.

ELIGIBILITY OF FINANCIAL AID AFTER A DRUG CONVICTION

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

MAJORS, DEGREES, SECOND DEGREE, OR SUMMER TERMS

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

SCHOLARSHIPS

Only one scholarship will be awarded per qualified applicant.

ACADEMIC ACHIEVEMENT SCHOLARSHIP

The Paul Mitchell Schools Academic Achievement Scholarship is offered to students with a 3.0 GPA or higher on their high school transcript.

- Students must have a valid high school diploma.
- Students must submit a sealed, official high school transcript via physical envelope or a digital credential service (e.g.,Parchment).
- Students are eligible for a one-time maximum award of $500.
- Students will be eligible to receive the non-cash award in two scholarship credits of $250 at the end of each applicable payment period.
- Students must maintain Satisfactory Academic Progress at the end of each applicable payment period to remain eligible.

CORE VALUE SCHOLARSHIP

The Core Value Scholarship is for students that have actively volunteered over 30 hours to support a community program in the one calendar year preceding the students start date.

- Students must submit an official letter from a registered non-profit organization confirming the student's participation and confirmation of hours completed.
- Students are eligible for a one-time maximum award of $500.
- Students will be eligible to receive the non cash award in two scholarship credits of $250 at the end of each applicable payment period.
- Students must maintain Satisfactory Academic Progress at the end of each applicable payment period to remain eligible.

OPPORTUNITY SCHOLARSHIP

The Opportunity Scholarship is offered to students who are first-generation students. A firstgeneration student is defined as a student whose parents have no more than two years of education beyond high school and post-secondary degree.

- The FAFSA must indicate that neither parent's education level is above high school.
- Students are eligible for a one-time maximum award of $500.
- Students will be eligible to receive the non cash award in two scholarship credits of $250 at the end of each applicable payment period.
- Students must maintain Satisfactory Academic Progress at the end of each applicable payment period to remain eligible

ACTIVE MILITARY, VETERAN OR FIRST RESPONDER AND DEPENDENTS SCHOLARSHIP

This non-cash scholarship is for any first responder, active military, veteran or surviving dependents of a military member or first responder. Students will need to contact the local state department of veterans and military affairs to receive proper documentation. Appropriate supporting documentation will be required.

- Students are eligible for a one-time maximum award of $500.
- Students will be eligible to receive the non-cash award in two scholarship credits of $250 at the end of each applicable payment period.
- Students must maintain Satisfactory Academic Progress at the end of each applicable payment period to remain eligible.

NOTICE

YOU MAY ASSERT AGAINST THE HOLDER OF THE PROMISSORY NOTE YOU SIGNED IN ORDER TO FINANCE THE COST OF THE EDUCATIONAL PROGRAM ALL OF THE CLAIMS AND DEFENSES THAT YOU COULD ASSERT AGAINST THIS INSTITUTION, UP TO THE AMOUNT YOU HAVE ALREADY PAID UNDER THE PROMISSORY NOTE.

STUDENT TUITION RECOVERY FUND (STRF)

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

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

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

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

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

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

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

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

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

Paul Mitchell The School Fresno collects the STRF fee of $0.00 from cosmetology makeup students, $0.00 from 1000 hr. cosmetology, $0.00 from 1500 hr. cosmetology, $0.00 from 1000 hr. barbering students, and $0.00 from 1500 hr. barbering students and remits it to the BPPE.

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 75% or higher.
2. A minimum cumulative academic level of 75% or higher on practical skill assessments.*
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 75% or higher.
4. A minimum cumulative attendance of 80% of their scheduled hours**

**To meet the state practical requirements for graduation, students must complete all assigned practical skill assessments. See LEARNING PARTICIPATION GUIDELINES.*

***To determine your rate of attendance, divide the cumulative number of hours completed by the scheduled hours to date.*

A student who has not achieved the minimum cumulative GPA of 75% and/or who has not successfully completed at least a cumulative rate of attendance of 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 1000 hour – Full Time	29 Weeks	36 Weeks
Cosmetology 1000 hour – Part Time	44 Weeks	56 Weeks
Barbering 1000 hour– Full Time	29 Weeks	36 Weeks
Barbering 1000 hour– Part Time	50 Weeks	63 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 completes are considered part of the Satisfactory Academic Progress calculation. For students with a disability that appeal, the student's disability will be considered as a factor towards maintaining Satisfactory Academic Progress.

IN-COMPLETES, WITHDRAWAL, OR REPETITIONS

If the student needs to take off more time than allotted in the enrollment agreement 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 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.

LOA will be granted for:

1. In accordance with Title IX (including for pregnancy and related conditions or other Title IX covered reasons)
2. If a student is called into active duty for the military.
3. On a case-by-case basis, the school will also consider a LOA for a student who has experienced a personal medical emergency with a letter from the students doctor.

These are the only times leave of absences are granted.

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

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

A student on a LOA date of withdrawal determination shall be the earlier of the scheduled date of return from the leave of absence or the date the student notifies the school that the student will not be returning. A leave of absence will extend the student's contract period and maximum time frame by the same number of calendar days taken in the leave of absence.

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

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

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

Due to unforeseen circumstances, the school may grant a LOA to a student in the case of an emergency, where the student is unable to complete the LOA request such as a car accident or other medical issue (i,e,coma) that would prevent the student from requesting the LOA prior to the incident occurring. In these cases, the school will collect the request from the students as soon as possible and document the reason for the granting of the leave after the incident has occurred.

The beginning date of the LOA will be based on the first date it has been determined that the student cannot come to class due to the accident or medical situation.

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

A student who is granted a LOA that meets these criteria is not considered to have withdrawn and no R2T4 refund calculation is required at that time.

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

EVALUATION PROCEDURES AND REQUIRED LEVEL OF ACHIEVEMENT

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

Cosmetology 1000 clock hours

Barbering 1000 clock hours

The Satisfactory Progress Evaluation will occur when students reach the following actual hours and academic weeks:

Program Name	1st SAP Evaluation Period Ends	2nd SAP Evaluation Period Ends	3rd SAP Evaluation Period Ends
Cosmetology 1000 hr. (22.5 hour schedule)	450 actual hours and 20 weeks	900 actual hours and 40 weeks	N/A
Cosmetology 1000 hr. (35 hour schedule)	450 actual hours and 13 weeks	900 actual hours and 26 weeks	N/A
Barbering 1000 hr. (35 hour schedule)	450 actual hours and 13 weeks	900 actual hours and 26 weeks	N/A
Barbering 1000 hr. (20 hour schedule)	450 actual hours and 23 weeks	900 actual hours and 45 weeks	N/A

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

At the end of each evaluation period, the school will determine if the 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 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 students eligibility for Financial Aid. The student may request to review their Satisfactory Academic Progress Evaluation from the Financial Services Leader or Future Professional Advisor.

The following grading scale is used for theory progress:

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

Practical skills are graded by instructor approval in CourseKey Skills Tracker or guest ticket. A signature from an instructor represents a passing grade which means all elements of the practical grading criteria were met. No signature indicates a failing score which means one or more of the practical grading criteria elements were not met and the student has not met minimum satisfactory standards on the practical application. Students are required to continue and/or repeat the practical application until they receive a signature from an instructor.

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

35 schedule = 26 academic weeks

22.5 schedule = 40 academic weeks

TRANSFER HOURS

Transfer hours accepted by the school are applied to the total number of hours necessary to complete the program and are considered both attempted and completed hours for the purpose of determining when the allowable maximum time frame has been exhausted. Satisfactory Academic Progress evaluation periods are based on 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 at the end of the warning period, the student has still not met both academic and/or attendance requirements, the student may be placed on probation and, if applicable, the student may be deemed ineligible to receive Title IV funds, if applicable

RE-ESTABLISHMENT OF SATISFACTORY ACADEMIC PROGRESS

FOR THOSE WHO QUALIFY

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

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.

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 a school may disclose personally identifiable information from the student's education records. The written consent must:

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

FERPA Disclosures to Parents

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

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

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

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

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

Release of Information to Regulatory Agencies

Disclosures may be made to authorized representatives of the U.S. Department of Education for audit, evaluation, and enforcement purposes. "Authorized representatives" include employees of the Department, such as employees of the Office of Federal Student Aid, the Office of Postsecondary Education, the Office for Civil Rights, and the National Center for Education Statistics, as well as firms under contract to the Department to perform certain administrative functions or studies.

In addition, disclosure may be made if it is in connection with financial aid that the student has received or applied for. Such a disclosure may only be made if the student information is needed to determine the amount of the aid, the conditions for the aid, or the student's eligibility for the aid, or to enforce the terms or conditions of the aid.

Paul Mitchell The School Fresno provides and permits access to student and other school records as required for any accreditation process initiated by the school or by the National Accrediting Commission of Career Arts and Sciences (NACCAS), or in response to a directive of said Commission.

Disclosures in Response to Subpoenas or Court Orders

FERPA permits schools to disclose education records, without the student's consent, to comply with a lawfully issued subpoena or court order.

In most cases, the school must make a reasonable effort to notify the student who is the subject of the subpoena or court order before complying, so the student may seek protective action. However, the school does not have to notify the student if the court or issuing agency has prohibited such disclosure.

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

Disclosures for Other Reasons

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

Directory Information

Paul Mitchell The School Fresno 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 are kept. Student records are maintained for a minimum of six (6) years for withdrawal students; transcripts of graduates are kept indefinitely. *The student may contact the schools Financial Services Leader or School Director for copies of his or her educational and financial records.*

Amendment to Student Records

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

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

In order to be able to guarantee identities of inquiring parties, we are unable to discuss any student information, to additionally authorized persons, over the phone. Authorized third parties must present proof of eligibility in person.

PERFORMANCE STATISTICS

Paul Mitchell The School Fresno is a main campus 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 graduation, placement, and licensure; however, each agency requires that we provide outcome rates differently. NACCAS requires schools to list the outcome rates for each main campus and all additional campuses as a whole. In this case, Paul Mitchell The School Fresno is the only campus; the outcome rates provided are for Paul Mitchell The School Fresno. NACCAS requires schools to list the outcome rates also by a related program. The U.S. Department of Education requires outcome rates be provided

based upon this individual location which is listed below. Outcome rates have also been provided for the individual school you are interested in attending. If you have any questions regarding our outcome rates, please see our Admissions Team for assistance.

Paul Mitchell The School Fresno performance statistics for the calendar year 2022:

Graduation	Placement	Licensure
66.67%	**91.25%**	**76.92%**

PROGRAM RATES

Graduation	Placement	Licensure
66.67%	**91.25%**	**76.92%**

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

2020-21 Graduation
71%

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

BUREAU FOR PRIVATE POSTSECONDARY EDUCATION RATES

Paul Mitchell The School Fresno Cosmetology 1000 performance statistics for the calendar year 2022:

Completion	Placement	Licensure
2.4%	**67.6%**	**84%**

Paul Mitchell The School Fresno Barbering 1000 performance statistics for the calendar year 2022:

Completion	Placement	Licensure
0%	**57.1%**	**75%**

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

REGULATORY AND ACCREDITATION AGENCIES

The following institutions license and regulate our institution:

Bureau for Private Postsecondary Education (BPPE)
1747 N. Market Blvd., Suite 225
Sacramento, CA 95834
(916) 574-8900 or (888) 370-7589

Board of Barbering and Cosmetology (BBC)
P.O. Box 944226
Sacramento, CA 94244-2260
(916) 575-7281
Toll-free: (800) 952-5210

National Accrediting Commission of Career Arts & Sciences (NACCAS)
3015 Colvin Street
Alexandria, VA 22314
(703) 600-7600

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

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

The Campus Crime Report is provided to the each student prior to enrollment. The Campus Crime Statistics are updated annually. 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 Fresno regularly reports Student Diversity information to the Integrated Postsecondary Education Data System (IPEDS). Follow these steps to access this information:

1. Go to the IPEDS College Navigator. http://nces.ed.gov/collegenavigator/
2. In the "Name of School" box type Paul Mitchell The School Fresno
3. Click on the Paul Mitchell The School Fresno 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 Fresno ("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:

Shaundra Lunsford
ADA/504 Compliance Coordinator
5091 North Street Fresno, Suite 104, Fresno, CA 93710
(559) 224-2700
admissions@fresno.paulmitchell.edu

When a future professional informs a staff member that the future professional has a disability, or needs accommodations or assistance due to a disability, the staff member will refer the future professional to The School's ADA/504 Compliance Coordinator. Learning Leaders should not honor requests for accommodations that have not been approved by the ADA/504 Compliance Coordinator ("the Coordinator").

Future Professional Eligibility for Accommodation

Applicants for admission and qualified future professionals with disabilities who wish to request reasonable accommodations (including campus tours, orientation, academic adjustments, auxiliary aids and services, or modifications) must contact the Coordinator and complete the Disability Verification Form. Future professionals must provide documentation of their disability from an appropriate professional, which depends on the nature of the disability. For example, a future professional with a psychological disability should provide documentation from a psychologist, psychiatrist, or social worker. The documentation submitted must reflect a date within the past twelve months; if the documentation is older than twelve months, the future professional must provide current documentation to continue their request for accommodations.

The Coordinator has the discretion to determine the type of documentation necessary to establish the present level of the future professional's disability and its impact on the future professional's needs in the education setting. Any costs related to the initial documentation will be the responsibility of the future professional.

All documentation related to an accommodation request, including medical documentation, is treated as confidential, and maintained by the Coordinator in accordance with the Records Retention Policy. Access to these files will be limited to those individuals who need to be informed regarding necessary accommodations or other services.

Interactive Process to Request Accommodations

Future professionals who plan to request accommodations should contact the Coordinator promptly to ensure adequate time for the Coordinator to review the future professional's documentation before the future professional begins the class or program for which the accommodation is requested. The Coordinator will keep a record of the dates and contacts with the future professional, including a record of the accommodation(s) requested by the future professional. Future professionals who have questions about the type of documentation they need to provide should contact the Coordinator to discuss acceptable documentation.

The Coordinator will schedule a meeting with the future professional to discuss their request for accommodation(s). The future professional and the Coordinator will discuss how the future professional's disability impacts them, how the future professional expects the disability to impact the them in The School's program, the type of accommodation(s) the future professional has previously received (if any), and the accommodation(s) being requested. The Coordinator and the future professional will discuss which accommodations are needed during all phases of their educational program (Core, Adaptive, and Creative), and for classroom instruction, skills-based instruction, and skills practice.

To qualify, the documentation must show the nature of the future professional's disability and how it limits a major life activity. The accommodation(s) requested by the future professional should be related to these limitations. There are no pre-set accommodations for specific disabilities. Instead, the Coordinator and the future professional will discuss and determine what the future professional's limitations are, and how they can be accommodated.

Examples of Accommodations

- A future professional with an orthopedic disability may need a cushioned floor mat, scheduled time to sit, or a particular type of chair.
- A future professional with a learning disability may need extended time to take tests in a location that has reduced distractions, like an office instead of a classroom.
- A future professional with a learning or psychological disability may need a note taker, a copy of the Learning Leader's notes or presentation, or use of a recording device during instruction.
- A future professional with a hearing impairment may need Learning Leaders to use voice amplification systems or may need The School to provide a sign language interpreter.

Determination and Notification Regarding Eligibility

The Coordinator will determine the accommodation(s) to be provided to the future professional. The Coordinator will consider past accommodations that have been effective for the future professional and will give primary consideration to the type of accommodation requested by the future professional. Alternate accommodations may be provided if they are equally effective for the future professional.

The Coordinator will determine appropriate accommodations typically no later than ten (10) business days after the future professional submits their request for accommodations and relevant documentation. If the future professional does not submit appropriate documentation at the time the future professional requests an accommodation, the Coordinator will determine appropriate accommodations no later than ten (10) business days after the future professional provides appropriate documentation.

The Coordinator will provide the future professional with written notice regarding the determination and any approved accommodation(s) and/or auxiliary aids/services. The Coordinator will communicate the future professional's accommodation(s) to the appropriate Learning Leader(s) and staff. Notification to Learning Leaders and staff will specify which accommodation(s) they are responsible for providing, to whom they will be provided, how to provide the accommodation(s), and when to provide the accommodation(s).

The Coordinator will maintain written records of the interactive process and notifications of eligibility. The Coordinator will verify and ensure that all approved accommodation(s) are implemented. If the future professional informs the Coordinator that an accommodation is not being fully implemented, the Coordinator will immediately intervene to ensure the accommodation is provided to the future professional.

Future professionals with approved accommodations will have a follow-up meeting with the Coordinator if the future professional's program is expected to change. The purpose of the meeting is to determine whether the future professional's accommodation(s) should be altered when the future professional's program phase changes, or the type of instruction changes.

Limitations

- The School is not required to make adjustments or provide aids or services that would result in an undue burden on The School. In this case, the Coordinator will promptly search for an equally effective alternate accommodation for the future professional that would not unduly burden the program. The Coordinator will offer the alternate accommodation to the future professional.
- The School is not required to alter or modify a course or academic program to the extent that it changes the fundamental nature of the course or program. When the Coordinator determines that a requested accommodation might fundamentally alter or modify a course or academic program, the Coordinator will promptly search for an equally effective alternate accommodation for the future professional and offer the alternate accommodation to the future professional.
- Decisions regarding accommodation or auxiliary aids and services may require consultation with The School's Learning Leaders and/or staff to consider the fundamental nature of a course or academic program or whether the accommodation would impose an undue burden on The School.
- Accommodations are not retroactive.

4. **Training and Policy Dissemination**

The Coordinator will deliver training sessions for all School staff members at least once each calendar year. In these training sessions, the Coordinator will explain the basic requirements of Section 504 of the Rehabilitation Act and the Americans with Disabilities Act (as amended) as they apply to The School. The Coordinator will provide information regarding:

- The School's responsibility to provide accommodations to future professionals with disabilities and to not penalize future professionals for using approved accommodations.
- How to appropriately interact with future professionals with disabilities.

- How to implement approved accommodations.
- How to support qualified future professionals with disabilities in The School's programs.

The Coordinator will maintain record of each training session. The Coordinator may also provide training for future professionals who wish to learn about The School's process for requesting accommodations or The School's grievance procedures.

The Coordinator will publish this policy and procedures on its website and in each handbook or catalog provided to applicants for admission, future professionals, and employees.

5. **Grievance Procedure**

The School is committed to working with future professionals with disabilities to resolve disagreements regarding the need for and/or implementation of accommodations. A future professional requesting an accommodation and/or use of auxiliary aids and/or services may file a complaint in accordance with the procedures detailed below.

1. Informal Resolution: The Coordinator will assist future professionals with disabilities who have concerns about implementation of their accommodations or their treatment by School staff members or other future professionals. At the request of a future professional, the Coordinator will informally mediate or attempt to resolve issues related to the future professional's disability. If this informal process does not resolve the future professional's concerns, the future professional may request a formal resolution or a file a formal complaint.
2. Formal Resolution: A future professional may request a formal resolution with the Director of The School.
    - To dispute the Coordinator's decision to deny a request for accommodation.
    - To dispute the Coordinator's decision to provide an alternate accommodation rather than the specific accommodation requested.
    - To dispute the Coordinator's determination that the future professional has not presented sufficient documentation to support the requested accommodation.
    - To resolve concerns that the Coordinator failed to effectively address concerns that a School staff member failed to provide an approved accommodation.

      The Director will review all materials submitted by the Coordinator and will interview, as necessary under the circumstances, the future professional, the Coordinator, involved School staff, and other individuals who are relevant to the issue. The Director will render a decision in writing to the future professional.
3. Formal Complaint: if a future professional is not satisfied with the decision reached through formal or informal resolution, a formal complaint may be filed with the Title IX Coordinator. A future professional is not required to exhaust informal and formal resolution methods before filing a formal complaint. For more information see the Protected Class Non-Discrimination Policy and Procedures.

6. Ineligibility

The ADA applies to qualified future professionals with a disability as defined in section 2. Future professionals who do not meet the qualification criteria are not entitled to reasonable accommodation(s). The Coordinator will not issue any communications or directives to Learning Leaders or School staff for future professionals who have not completed the interactive process and been approved for accommodations.

Future professionals who are not eligible for accommodations but still have an issue affecting their academic performance (including temporary illness) may seek assistance from the Future Professional Advisor who will respond to requests in accordance with established School policies.

Learning Leaders are not to provide accommodations to future professionals without the prior approval of the Coordinator.

This policy and procedures are effective June 13, 2022.

SOCIAL NETWORKING POLICY

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

Paul Mitchell Schools does not permit ethnic slurs, personal insults, obscenity, intimidation, cyber bullying, harrassment or engaging in conduct that would be unbecoming of a Paul Mitchell Future Professional and misrepresent Paul Mitchell culture. Paul Mitchell The School reserves the right to request the removal of any posts at its discretion and take necessary disciplinary action as appropriate.

ALCOHOL AND DRUG-FREE EDUCATIONAL FACILITY POLICY

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

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

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

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

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

ANTI-BULLYING POLICY

1. Purpose: Paul Mitchell The School Fresno ("School") is committed to maintaining a working and learning environment that provides for a safe and inclusive environment that is free from bullying, harassment, and intimidation.
2. Scope: This policy applies to anyone who engages in bullying, harassment, and intimidation on School property, at School activities, or through electronic communication (via cell phones, computers, or other electronic devices) using School resources, including School-provided internet or online learning platforms. As described below in Item 8, conduct that is prohibited by federal law is addressed by the School's Anti-Discrimination, Harassment, and Retaliation Policy.
3. Definitions:
    a. Bullying, Harassment, and Intimidation: Any severe or pervasive physical, written, or verbal act or conduct (including electronic communications) by one individual or a group of individuals that has or can reasonably be predicted to have the effect of one or more of the following:
        i. Causing a reasonable person to feel scared or fear harm to themselves or their property;

ii. Causing a reasonable person to experience a detrimental effect on their physical or mental health;
iii. Causing a reasonable person to experience interference with their academic performance; or
iv. Causing a reasonable person to experience interference with their ability to participate in or benefit from the services, activities, or privileges provided by the School.

b. Retaliation: An adverse action taken by threatening, intimidating, coercing, harassing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by law or policy or because the individual has made a report, complaint, testified, assisted, participated, or refused to participate in a manner in an investigation, proceeding, or hearing under this policy.

4. Prohibited Conduct:
   a. Students and staff may not engage in behavior that constitutes bullying, harassment, and intimidation as defined in this policy. Such behavior includes, but is not limited, to direct physical contact like hitting or shoving, damaging or destroying a person's work product or personal property, verbal or written attacks like name calling or teasing, social isolation or manipulation, and cyberbullying.
   b. Students and staff may not engage in retaliation against an individual for reporting behavior that may violate this policy or participating in an investigation pursuant to this policy.
5. Investigation: Allegations of any policy violation will be investigated and handled appropriately based upon the findings. The Director or a designee will review the reported behavior and speak to the necessary individuals and collect the necessary information to determine if it is more likely than not (greater than a 50% chance) that the prohibited behavior occurred. In certain circumstances, it will be possible to address the behavior informally. An informal response may include coaching, mediation, or other informal resolution options. Administration will take prompt, equitable, and remedial action (including but not limited to requiring sensitivity training, probation, suspension, expulsion, or termination) on all reports and complaints that come to the attention of School personnel, either formally or informally. The School may also provide supportive measures to the reporting party to address the effects of the bullying, harassment, and intimidation.
6. Sanctioning: If an individual or group of individuals has been determined based on a preponderance of the evidence standard to have engaged in behavior that violates this policy, the responsible individual(s) may be subject to disciplinary action up to and including termination. It is important to note that termination may not result from every report or finding of behavior that violates this policy. An individual may also have their access to School property restricted. The School will also determine if it is appropriate to provide supportive measures to the reporting party. In certain circumstances the School may not have the ability to sanction the responsible party (i.e., third-parties, former students and staff), but could still provide supportive measures to the reporting party. If warranted, the School will report any criminal activity to the appropriate law enforcement agency.
7. Reporting: The School expects students and/or staff to immediately report incidents of bullying, harassment, and intimidation to the Director. Staff who witness or become aware of such acts should take immediate steps to intervene when it is safe to do so. Each report of bullying will be promptly investigated. Employees who fail to take prompt action to report allegations or violation(s) of this policy may be subject to disciplinary action up to and including termination.
8. Related Policies: Any conduct that is based on a protected class status (race, color, national origin, sex, disability, etc.) is covered by the Protected Class Non-Discrimination Policy and Procedures. However, to the extent that the conduct does not rise to the level of conduct covered by the Protected Class Non-Discrimination Policy and Procedures, this policy will apply.
9. Privacy: The School will respect the privacy of the reporting party and the individual(s) against whom the complaint is filed to the extent possible, consistent with the School's legal obligations, state laws and policies, and the necessity to investigate the allegations and take disciplinary and/or restorative action to resolve the problem. The School will also respect, to the extent possible, requests for confidentiality made by the reporting party.

10. Resources:
    For a list of state anti-bullying laws and policies please go to: www.stopbullying.gov
    For a list of federal anti-discrimination laws and policies protecting employees, please go to: https://www.ftc.gov/site-information/no-fear-act/protections-against-discrimination
    For a list of federal anti-discrimination laws and policies protecting students, please go to: https://www.justice.gov/crt/types-educational-opportunities-discrimination

COPYRIGHT INFRINGEMENT POLICY

This policy applies to those who use Paul Mitchell The School Fresno's network or equipment to share files, including, the school's faculty, staff, students, guests, external individuals, and organizations accessing network services via the school's networking or computer facilities.

This copyright policy also includes the use of streaming services within the school network such as Netflix, Hulu, YouTube, Spotify, Pandora, or any other similar services.

Copyright is legal protection of intellectual property, in whatever medium, that is provided for by the laws of the United States to the owners of copyright. Types of works that are covered by copyright law include, but are not limited, to literary, dramatic, musical, artistic, pictorial, graphic, film, and multi-media works. This protection extends to software, digital works, and unpublished works and it covers all forms of a work, including its digital transmission and subsequent use.

This is in accord with the Digital Millennium Copyright Act (DMCA), which provides educational institutions with some protections if individual members of the community violate the law. For the school to maintain this protection, it must expeditiously take down or otherwise block access to infringing material whenever it is brought to the attention of the organization. If the school receives an allegation of copyright infringement based on your use of the school's networking or computers, the matter will be referred to the school director for further investigation.

The following are some examples of copyright infringement that may be found in a school setting:

- Downloading, using, or sharing files of music, videos, and games without proper documented permission of the copyright owner.
- Using corporate logos without permission.
- Placing an electronic copy of a standardized test on a department's website without permission of the copyright owner.
- Enhancing a departmental website with music that is downloaded or artwork that is scanned from a book, all without attribution or proper documented permission of the copyright owners.
- Scanning, taking a picture of, or digitally posting any photograph/image and using it without the proper documented permission or attribution.
- Placing a number of full-text articles on a course webpage that is not password protected and allowing the web page to be accessible to anyone who can access the Internet.
- Downloading licensed software from non-authorized sites without the permission of the copyright or license holder.
- Making a movie file or a large segment of a movie available on a website without proper documented permission of the copyright owner.
- Torrenting or other peer to peer communication on the network.
- Streaming personal music from non-commercial platforms such as Spotify, Pandora, YouTube Music or Apple Music.
- Streaming personal TV/Movies from streaming platforms such as Netflix, Hulu, YouTube TV, Disney Plus or similar platform is a violation of Copyright Law, as the agreement made is not between the Streaming Service and the School, but the Streaming Service and the individual.

- Sharing, taking a picture of, digitally posting, downloading, or distributing the proprietary curriculum, educational systems, and supporting digital or printed assets and tools (apps and printed materials such as books or guides) created and owned by Paul Mitchell Advanced Education.

The Digital Millennium Copyright Act requires that all infringement claims must be made in writing and sent to copyright@paulmitchell.edu. For Paul Mitchell The School Fresno to act on your notice, you must be authorized to enforce the copyrights that you allege have been infringed. When informing the School of an alleged copyright infringement, you must include the following information:

- A physical or electronic signature of the copyright owner or the person authorized to act on its behalf.
- A description of the copyrighted work claimed to have been infringed.
- A description of the infringing material and information reasonably sufficient to permit us to locate the material.
- Your contact information, including your address, telephone number, and email.
- A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and, under the pains and penalties of perjury, that you are authorized to act on behalf of the copyright owner.

Please note, the School may not be able to act on your complaint promptly or at all if you do not provide this information.

Upon notification or due to detection, the School will take all necessary actions, including, but not limited to, temporary disconnection from internet access, to stop illegal sharing of copyrighted material on its network or computing devices by identified users.

Corrective actions can range from a written reprimand to termination from the School in the case of a student, or termination from employment in the case of an employee, depending on the nature and severity of the charges.

The consequences of copyright infringement also extend outside of the school. Summary of Civil and Criminal Penalties for Violation of Federal Copyright Laws Copyright infringement is the act of exercising, without permission or legal authority, one or more of the exclusive rights granted to the copyright owner under section 106 of the Copyright Act (Title 17 of the United States Code). These rights include the right to reproduce or distribute a copyrighted work. In the file sharing context, downloading, or uploading substantial parts of a copyrighted work without authority constitutes an infringement. Penalties for copyright infringement include civil and criminal penalties.

In general, anyone found liable for civil copyright infringement may be ordered to pay either actual damages or “statutory” damages affixed at not less than $750 and not more than $30,000 per work infringed. For “willful” infringement, a court may award up to $150,000 per work infringed. A court can, in its discretion, also assess costs and attorneys’ fees. For details, see Title 17, United States Code, Sections 504, 505.Willful copyright infringement can also result in criminal penalties, including imprisonment of up to five years and fines of up to $250,000 per offense.

For more information, please see the website of the U.S. Copyright Office at www.copyright.gov.

GRIEVANCE PROCEDURE

This Grievance Procedure will be used to process a written grievance or complaint concerning any other grievance, not covered by the above Protected Class Non-Discrimination Policy and Procedures and Anti Bullying Policies that a Future Professional feels have been left unresolved against a Future Professional, employee, or third-party. The grievance or complaint will be referred to the School Director and/or School Owner. The following grievance procedures shall be used to address a grievance filed by Future Professionals for complaints filed on their behalf against employees, other Future Professionals, or third parties. A copy of the Grievance form may be obtained from the School’s Director.

In order to facilitate the investigation, the complaint must include details of the incident or incidents, dates and times, names of the individuals involved, and names of any witnesses. A complaint should be filed within two (2) business days from the date of the alleged incident to allow the school to take timely and appropriate action. The complaint once received will be maintained in the Director's office, which has limited staff access. The school Director has the responsibility of investigating the complaint allegations; however, if it is in the best interest of the parties involved the school may choose to designate another individual to follow this process.

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

The Director will begin the process outlined in this policy below.

HANDLING OF ALLEGATIONS

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

1. The individual completes the Future Professional Grievance Form and returns it to the School Director.
2. The Director or designee will determine if the Grievance has merit and is appropriately filed under this policy. If another policy is implicated, the Director or designee may transfer the Grievance to the appropriate resolution process. The Director or designee may also transfer matters filed under other procedures to this Grievance Procedure if appropriate.
3. Upon determination that the Grievance has merit and is appropriately filed, the Director or designee will conduct an initial inquiry into the facts surrounding the Grievance. After that initial inquiry, the Grievance may be dismissed for lack of merit, resolved through an Amicable Conclusion, or through an Investigation as outlined below. The Director or designee will consult with the person(s) filing the Grievance and consider their wishes in choosing the mechanism(s) for handling the Grievance. The decision for addressing a Grievance(informal or investigation) is at the discretion of the Director and is not appealable.
4. Amicable Conclusion: The director or designee will work to identify a resolution acceptable to the School, any other involved party, and Grieving Party. If the Grieving Party accepts the resolution, the Director will work to implement the solution. If the Grieving Party does not accept the resolution identified, they may request an Investigation. If the information found in the initial inquiry does not support further investigation, and the reported issue can be addressed through action by the School, the Director may decline to take an investigation. If a matter is resolved via Amicable Resolution, it will not be investigated or reopened, unless there is substantial new behavior or information.
5. Investigation: The director or designee will take the necessary steps to gather relevant information. They will then identify the outcome of the Grievance Investigation briefly in writing, and identify the actions (if any) determined necessary to address the reported behavior for the file. The Grieving Party, Witnesses, and/or any accused parties will be notified of the general outcome of the investigation, but may not be able to have details about the actions taken due to Future Professional (student) privacy laws, employment laws, and/or other relevant laws or policies.
6. Future Professional will not be subject to retaliation for filing a complaint. If a Future Professional feels that they have been retaliated against for reporting a matter covered by this Grievance Procedure, they may submit a written grievance under this policy.
7. There is not an appeal of any decision made under this policy, unless a Future Professional is terminated based upon the investigation. In that instance, any appeal allowed under the Code of Conduct would apply.

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

How to file a complaint with BPPE :

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

How to File a Complaint

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

Bureau for Private Postsecondary Education
P.O. Box 980818
West Sacramento, CA
95798-0818

WHO MAY FILE A COMPLAINT

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

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

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

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

Complaints may be submitted:

Electronically through www.breeze.ca.gov. or By U.S. Mail using a Consumer Complaint Form (Korean) (Spanish) (Vietnamese) or other written document addressed to:

Board of Barbering and Cosmetology
P.O. Box 944226
Sacramento CA,
94244-2260

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

How to file a complaint with NACCAS:

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

1. Go to https://naccas.org for a copy of NACCAS' complaint form.
2. An individual must complete the form and submit it to:

NACCAS
3015 Colvin Street
Alexandria, VA 22314

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

PROTECTED CLASS NONDISCRIMINATION POLICY AND PROCEDURES

PROTECTED CLASS NONDISCRIMINATION POLICY AND PROCEDURES

The following is Paul Mitchell The School Fresno’s Nondiscrimination Policy and Procedures.

-May reference other policies and procedures, but this policy is only for protected class reports.

-Any reference to the School means “Paul Mitchell The School Fresno”

-References to Policy in this document/policy mean this Protected Class Nondiscrimination Policy

I. **Purpose**

The School is committed to providing a workplace and educational environment, as well as other benefits, programs, and activities, that are free from discrimination and harassment based on a protected characteristic, and retaliation for engaging in a protected activity.

The School values and upholds the equal dignity of all members of its community and strives to balance the rights of the parties in the resolution process during what can be a difficult time for all involved.

To ensure compliance with federal, state, and local civil rights laws and regulations, and to affirm its commitment to promoting the goals of fairness and equity in all aspects of the education program or activity, the School has developed policies and procedures that are designed to provide a prompt, fair, and impartial process for those involved in an allegation of discrimination or harassment on the basis of a protected characteristic, and for allegations of retaliation.

II. **Notice of Nondiscrimination**

The School does not discriminate in any education program or activity that it operates against any employee or student, applicant for employment, or applicant for admission on the basis of their actual or perceived Protected Class status.

The School recognizes the following Protected Classes:

- Race
- Religion
- Creed

- Color
- Ethnicity (including Ethnic Origin)
- National origin
- Ancestry,
- Citizenship Status
- Military or veteran status (including disabled veteran; recently separated veteran; active duty, wartime, or campaign badge veteran; and Armed Forces Service Medal Veteran)
- Physical or Mental Disability
- Medical Condition
- Marital Status
- Age
- Sex (including pregnancy, childbirth, or related medical conditions),
- Sexual Orientation
- Gender Identity or Expression
- Genetic Information, or
- Any other basis protected by the federal, state, or local law (including protections for those opposing discrimination or participating in any resolution process within the institution, with the Equal Employment Opportunity Commission, and/or with another human/civil rights agency.

The School seeks to comply with all federal, state, and local laws, regulations, and ordinances prohibiting Protected Class discrimination in post-secondary education institutions.

This policy covers Protected Class nondiscrimination in both employment and access to educational opportunities. Therefore, any member of the School community who acts to deny, deprive, unreasonably interfere with or limit the education or employment benefits and/or opportunities of any member of the School's community, guest, or visitor on the basis is that person's actual or perceived Protected Class status.

The School has adopted policy and procedures that provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in the educational program or activity. The School follow this mandate to address any conduct that rises to the level of protected class discrimination (including any action that would be prohibited by Title IX or the Title IX regulations or sex-based harassment involving a student) as defined in this Policy of which it has Knowledge/Notice using the resolution process in this Nondiscrimination Policy and Procedures. If the conduct does not rise to the level of protected class discrimination under this policy, the School will take action as it deems appropriate under other applicable policies and procedures.

III. **Nondiscrimination Contact Information**

The School's Title IX Coordinator is the individual who is designated to address all allegations of protected class discrimination and harassment allegations, including allegations for sex discrimination, sex-based harassment, and certain disability-based allegations.

Title IX Coordinator Contact Information:

Shaundra Lunsford
5091 North Fresno Street, Suite 104, Fresno, CA 93710
(559) 224-2700 ext. 108
shaundral@fresno.paulmitchell.edu

The Title IX Coordinator is responsible for providing nondiscrimination education and training; coordinating the School's timely, thorough, and fair response, investigation and resolution of all conduct that is prohibited under this Policy; and monitoring the effectiveness of this Policy and related procedures to ensure an education and employment environment free from protected class discrimination, harassment, and retaliation.

The School recognizes that allegations under this Policy may include multiple forms of protected class discrimination or harassment or also involve other School policies; may include individuals who are students, employees, or other members of the School community, and may require the simultaneous attention of multiple staff at the School. Accordingly, all School employees will share information, combine efforts, and collaborate to the maximum extent allowed by law and consistent with School policies to provide uniform, consistent, efficient, and effective responses to any alleged protected class discrimination, harassment, or retaliation.

IV. External Contact Information

Concerns about the School's application of this Policy and compliance with certain federal civil rights laws may also be addressed to:

Office for Civil Rights (OCR)
U.S. Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202-1100
Customer Service Hotline #: (800) 421-3481
Facsimile: (202) 453-6012
TDD#: (877) 521-2172
Email: OCR@ed.gov
Web: http://www.ed.gov/ocr

For Complaints involving employee-on-employee conduct:
Equal Employment Opportunity Commission (EEOC)
131 M Street, NE
Washington, DC 20507
Telephone: 202-921-3191 / 1-800-669-6820 (TTY) / 1-844-234-5122 (ASL Video Phone)
Email: info@eeoc.gov
Web: https://www.eeoc.gov/field-office

V. Protected Class Discrimination Mandated Reporting

Mandated Reporters

All School employees (including employees who are also students) are Mandated Reporters[1] and are expected to promptly report all disclosed details or actual or suspected protected class discrimination, harassment and/or retaliation to the Title IX Coordinator. The School does not have any confidential employees, therefore all employees are obligated to follow their Mandated Reporter obligations. There are some limited exceptions.

Certain types of privilege – such as attorney-client or spousal privilege - may exist between employees, though such instances are relatively limited. In the event that a legally recognized privilege exists, the Mandated Reporter does not need to report the information consistent with the Mandated Reporter policy, however the employee will provide the Complainant with the Title IX Coordinators contact information and offer options and resources without any obligation to inform an outside agency (except as required by state or federal law, e.g.: child abuse).

When a disclosure occurs at public awareness events, such as "Take Back the Night" marches or speak-outs, or through a School sponsored online platform (such as a College social media page), Mandated Reporters are required to share these disclosures with the Title IX Coordinator. Upon receipt, the Title IX Coordinator is not required to act in response to those disclosures unless the disclosure indicates an imminent and serious threat to the health or safety of a complainant, student, employee, or other person. Regardless, the Title IX Coordinator will collect information related to any such disclosures to help inform the College's efforts to prevent sex-based harassment.

Supportive measures may be offered as a result of the mandated report, and do not always trigger an investigation or process being taken by the School.

Information shared with the Title IX Coordinator

Individuals may want to carefully consider whether to share personally identifiable details with Mandated Reporters, as those details must be shared with the Title IX Coordinator.

If a Complainant expects the School to initiate a process under this Policy and Procedure, we strongly recommend reporting directly to the Title IX Coordinator, however, reporting to any Mandated Reporter will also result in the information being reported to the Title IX Coordinator. The Title IX Coordinator can connect the Complainant with resources to report alleged crimes and/or Policy violations. There are times when the police may also be notified, if desired by the Complainant, based on the circumstances of the situation or if required by law.

Confidential Resources External to the School

Complainants may speak with individuals unaffiliated with the School without concern that Policy will require them to disclose information to the institution without permission: Licensed professional counselors and other medical providers, Local rape crisis counselors, Domestic violence resources, Local or state assistance agencies, Clergy/ Chaplains, and Attorneys.

These external parties are not required to report actual or suspected discrimination, harassment, or retaliation back to the School.

[1] This includes any employee who has the authority to take action to redress sexual harassment unless otherwise exempted. CA Educ. Code § 66281.8.

VI. Pregnancy

Please see the Pregnancy Policy in the Student Catalog.

VII. Disability Discrimination and Accommodation Policy

A. Overview

The School is committed to full compliance with the Americans with Disabilities Act of 1990 (ADA), as amended, and Section 504 of The Rehabilitation Act of 1973, which prohibit discrimination against qualified persons with disabilities, as well as other federal, state, and local laws and regulations pertaining to individuals with disabilities.

The ADA (Americans with Disabilities Act of 1990, as amended)

Under the ADA and its amendments, a person has a disability that may qualify them for reasonable accommodation if they have a physical or mental impairment that substantially limits a major life activity.

The ADA also protects individuals who have a record of a substantially limiting impairment or who are regarded as disabled by the School, regardless of whether they currently have a disability. A substantial impairment is one that significantly limits or restricts a major life activity such as seeing, hearing, speaking, breathing, performing manual tasks, walking, or caring for oneself.

The School has a publicly available Policy and Procedures for Future Professionals with Disabilities that outlines the way for a Future Professional to request accommodations. Most of the time, for individuals with hidden disabilities, such as learning disabilities, mental disorders, or chronic health conditions, it is reasonable and appropriate for the School to request current documentation that allows the School to establish the validity of the request for accommodations and identify what accommodations are reasonable through the interactive process.

Section 504 of the Rehabilitation Act of 1973

Section 504 is not part of the ADA; however, it protects similar rights for disabled people. Section 504 prohibits discrimination against people with disabilities and programs and activities funded by federal agencies this includes private post-secondary schools like this one.

B. ADA and 504 Coordinator Contact Information

The School has designated the following individuals who are responsible for the oversight of efforts to comply with these disability laws, including responding to grievances and conducting investigations of any allegation of noncompliance or discrimination based on disability.

The ADA/504 Coordinator (responsible for reasonable accommodations) is:

Shaundra Lunsford
5091 North Street Fresno, Suite 104, Fresno, CA 93710
(559) 224-2700
admissions@fresno.paulmitchell.edu

Grievances related to disability status and/or accommodations will be addressed using the school's policies and procedures for students with disabilities.

For details relating to disability accommodations in the school's grievance procedures please see the ADA Disability Policy in the Catalog and on the School's Website.

Future Professionals with Disabilities Generally

The School is committed to providing qualified Future Professionals with disabilities with reasonable accommodations and support needed to ensure equal access to the School's academic programs, facilities, and activities. Please understand that the School's obligation and ability to provide accommodations may be different than what was provided in their K-12 schooling. For information related to these differences, please see this resource from the Department of Education. https://www2.ed.gov/about/offices/list/ocr/transition.html

Future Professionals with disabilities who wish to request reasonable accommodation (including academic adjustments, auxiliary aids, or modifications) must contact the school's ADA Coordinator. Future Professionals are required to provide documentation of their disability from a professional who has diagnosed and or treated their disability. The documentation submitted must be current.

Reasonable accommodations are made on an individualized basis. The School's Title IX Coordinator will review the documentation provided by the Future Professional and, in consultation with the Future Professional, will determine within ten (10) days which accommodations are reasonable and appropriate for the Future Professional, based on their need within the academic

Disability Accommodations in the Nondiscrimination Process

The School is committed to providing reasonable accommodations and support to qualified future professionals, employees, and others with disabilities to ensure access to the schools non-discrimination process.

Anyone needing such accommodations or support should contact the ADA Coordinator, who will review the request and, in consultation with the person requesting the accommodation and the Title IX Coordinator, determine which accommodations are appropriate and necessary for full participation in the process.

VIII. **Glossary**

The following definitions apply to the terms in the Protected Class Non-Discrimination Policy and Procedures:

A. Advisor: Any person chosen by a party who may accompany the party to all meetings related to the Resolution Process and advise the party on that process.
B. Appeal Decision-maker: The person or panel who accepts or rejects a submitted appeal request, determines whether any of the grounds for appeal are met, and directs responsive action(s), accordingly.
C. Complainant: A student or employee who is alleged to have been subjected to conduct that could constitute protected class discrimination, harassment, or retaliation under this Policy; or a person other than a student or employee who is alleged to have been subjected to conduct that could constitute protected class discrimination or harassment or under the Policy and who was participating or attempting to participate in the School's education program or activity at the time of the alleged protected class discrimination, harassment or retaliation.
D. Complaint: An oral or written request to the School that can objectively be understood as a request for the School to investigate through the Administrative Resolution Process and make a determination about the alleged Policy violation(s).

E. Confidential Employee: An employee whose communications are privileged or confidential under federal or state law. The employee's confidential status, for purposes of this definition, is only with respect to information received while the employee is acting within the scope of their duties to which privilege or confidentiality applies.
F. Day: A business day when the School is in normal operation. All references in the Policy and Procedures refer to business days unless specifically noted as a calendar day.
G. Decision-Maker: The person or panel who hears evidence, determines relevance, and makes the Final Determination of whether this Policy has been violated and/or assigns sanctions.
H. Education Program or Activity: Locations, events, or circumstances where the School exercises substantial control over the context in which the alleged behavior occurs and also includes any building owned or controlled by a student organization that the School officially recognizes.
I. Employee: A person employed by the School, either full or part-tine. This includes Students who are also employees when acting in the scope of their employment.
J. Final Determination: A conclusion using the standard of proof that the alleged conduct did or did not violate Policy.
K. Finding: A conclusion by the standard of proof that the conduct did or did not occur as alleged (i.e. "finding of fact").
L. Informal Resolution: An outcome agreed to by the Parties and approved by the Title IX Coordinator that occurs before the Final Determination in the Administrative Resolution Process.
M. Investigation Report: The Investigator's summary of all relevant evidence gathered during the investigation. Variations include the Draft Investigation Report and the Final Investigation Report.
N. Investigator: The person(s) assigned by the School who is authorized to gather facts about an alleged violation of this Policy, assess relevance and credibility, summarize the evidence, and compile this information into an Investigation Report.
O. Knowledge: When a School received notice of conduct or behavior that may reasonably constitute protected class discrimination, harassment, or retaliation in its Education Program or Activity.
P. Mandated Reporter: A School employee who is required by Policy to share Knowledge, Notice, and/or reports of protected class discrimination, harassment, and/or retaliation with the Title IX Coordinator.
Q. Nondiscrimination Team: This refers to the Title IX Coordinator, any deputy Coordinators, and any other member of the resolution process, including designees.
R. Notice: When an employee, student, or third party informs the Title IX Coordinator of the alleged conduct that may be protected class discrimination, harassment, and/or retaliation.
S. Parties: The Complainant(s) and Respondent(s), collectively.
T. Postsecondary Institution
U. Pregnancy or Related Conditions: Pregnancy, childbirth, termination of pregnancy, or lactation, and any medical conditions related to or recovery from pregnancy, childbirth, termination of pregnancy or lactation.
V. Protected Class: Person(s) who have a Protected Characteristic and are protected from discrimination or harassment based on that Protected Characteristic.
W. Protected Characteristic: Any characteristic for which a person is afforded protection against discrimination and harassment by law or School Policy.
X. Relevant Evidence: Evidence that may aid a Decision-maker in determining whether the alleged discrimination, harassment, or retaliation occurred, or in determining the credibility of the Parties or witnesses.
Y. Remedies: Usually actions after a Resolution Process that are directed to the Complainant and/or the community as mechanisms to address safety, prevent recurrence, and restore or preserve equal access to the School's Education Program and Activity. Remedies may occur without a Resolution Process in certain circumstances as determined by the Title IX Coordinator.

Z. Respondent: A person who is alleged to have engaged in conduct that may constitute discrimination or harassment based on a Protected Characteristic, or retaliation for engaging in a protected activity under this Policy.

AA. Sanction: A consequence imposed on a Respondent when the Final Determination contains a Finding that the Respondent violated this Policy.

AB. Sex: Sex assigned at birth, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity and expression.

AC. Student: Any person who has gained admission to the School. In this Policy, a student may also be referenced as a Future Professional.

AD. Title IX Coordinator: At least one official designated by the School to ensure ultimate oversight of compliance with Individual Civil Rights Laws and Regulations, including Title IX and the School's Title IX program. References to the Coordinator throughout the Policy may also encompass a designee of the Coordinator

IX. **Where and When Does This Policy Apply**

A. Scope

As related to Title IX, and allegations on the basis of sex discrimination or sexual harassment, this Policy only applies for alleged incidents that occur after August 1, 2024. For alleged incidents of sexual harassment occurring Before August 1, 2024, the policy and procedures in place at the time of the alleged incident apply. Applicable versions of those policies and procedures are available from the Title IX Coordinator of the School Director.

This Policy applies to all employees, students, and other individuals participating in or attempting to participate in the School's program or activities including education and employment.

This Policy prohibits all forms of discrimination that is based on the protected characteristics listed in the Notice of Nondiscrimination. The Nondiscrimination Procedures may be applied to incidents and/or, patterns at the School, all of which may be addressed in accordance with this Policy. The School's primary concern is student and employee safety, and the core purpose of this policy is the prohibition of all forms of discrimination.[2]

B. Jurisdiction

This Policy applies to:

- The School's education programs and activities (this is defined as including locations, events or circumstances where the School exercises substantial control over both the Respondent and the context where the conduct occurred);
- When the School has disciplinary authority; and
- Misconduct that occurs within a building owned or controlled by a School recognized student organization.

1. *Off Campus Applicability*

This policy may also apply to the on-campus impacts of off-campus misconduct that limit or deny a person's access to the School's education program or activities. The School may also extend jurisdiction to off-campus and/or to online conduct when the conduct impacts a substantial School Interest. A substantial School interest includes, but is not limited to:

a. Any action that would be a criminal offense as defined by law. This includes but is not limited to single or repeat violation of any local state or federal law.
b. Any situation in which it is determined that the Respondent poses an immediate threat to the physical health or safety of any student, employee, or other individual.
c. Any situation that significantly impinges upon the rights or property of others, significantly breaches the peach, and/or causes social disorder.
d. Any Situation that substantially interferes with School's educational interests or mission.

e. Any complaint alleging sexual harassment that could contribute to a hostile educational environment or interfere with a student's access to education.[3]

2. *When Disciplinary Action is Possible*

For disciplinary action to be issued under this Policy, the Respondent must be a School employee or Future Professional at the time of the alleged incident.

If the Respondent is unknown or is not School community member, the Title IX Coordinator will offer to assist the Complainant in identifying appropriate institutional and local resources and support options, and will implement appropriate supportive measures and/or remedial actions (like removing an unaffiliated individual from campus). The School can also assist in contacting local law enforcement if filing a police report about criminal conduct is desired.

3. *Applicability to Vendors*

All vendors serving the School through third-party contracts are subject to the policies and procedures of their employer.

4. *Respondent's at Another School or Institution*

When a Respondent is enrolled in or employed at another School or Institution, the Title IX Coordinator can assist the Complainant in contacting the appropriate individual at that location, as it may be possible to pursue action under that institution's policies.

5. *Situations Outside of School Settings*

The School is not responsible for behaviors experienced in spaces not owned or controlled by the institution. However, if a Complainant experiences discrimination in an environment outside the School where the sexual harassment or nondiscrimination procedures or that organization may give the complainant recourse, the Title IX Coordinator may be able to assist the Complainant in contacting the correct individuals. If there are effects of the external conduct that impact a student or employee's work or educational environment, the Title IX Coordinator may be able to address the impossible impacts if brought to their attention.

6. *Online Harassment and Misconduct*

The School's policies are written and interpreted broadly to include behaviors that occur in or have an effect on the School's education program and activities or when they involve the use of the School's networks, technology, or equipment–including online manifestations of any of the prohibited behaviors. While the School does not control social media or other outside environments where harassing communications can occur, when reported to the School, if the harassment is found to have an on-campus impact or occurred using School resources, the school may use supportive measures and other means to address and mitigate the effects. If the on-campus impact rises to the level of constituting discrimination under this Policy, the Title IX Coordinator may investigate the alleged discrimination or harassment pursuant to the Resolution Process described below.

Please note that in certain situations, such as off-campus harassing speech by employees either online or in person, the School's response may be limited due to lack of jurisdiction, free speech protections, or other limitations.

[2] CA Educ. Code, § 66281.8

[3] CA Educ. Code, § 66281.

X. **Reports or Complaints of Protected Class Discrimination, Harassment, and/or Retaliation**

A. What is a Report?

A Report provides notice to the School of an allegation or concern about protected class discrimination, harassment, or retaliation and provides an opportunity for the Title IX Coordinator to provide information, resources, and supportive measures to the Complainant.

B. What is a Complaint?

A Complaint provides notice to the School that the Complainant would like to initiate an appropriate resolution procedures, which may include an investigation. A Complainant or individual may initially make a Report and may decide at a later time to make a Complaint.

C. How do I make a Report or Complaint?

Reports or Complaints of protected class discrimination, harassment, and/or retaliation under this Policy may be made using any of the following options:

1. Provide a written document or give verbal Notice directly to the Title IX Coordinator. Such a Report or Complaint may be made at any time (including during non-business hours) by using the telephone number, email address, or by mail to the office of the Title IX Coordinator listed in this Policy.
2. Anonymous Notice is accepted, but the Notice may give rise to a need to try to determine the Parties' identities. Anonymous Notice typically limits the School's ability to investigate, respond, and provide remedies, depending on what information is shared. Measures intended to protect the community or redress or mitigate harm may be enacted. It also may not be possible to provide supportive measures to Complainants who are the subject of anonymous Notice.
3. Mandated Reporting: in addition, if you disclose to a mandated reporter, they will share information as needed with the Title IX Coordinator.

D. What happens if I make a report?

Reporting carries no obligation to initiate a Complaint, and in most situations, the School is able to respect a Complainant's request to not initiate a resolution process. However, there may be circumstances, such as pattern behavior, allegations of severe misconduct, or a compelling threat to health and/or safety, where the School may need to initiate a resolution process. If a Complainant does not wish to file a Complaint, the School will maintain the privacy of information to the extent possible. The Complainant should not fear a loss of privacy by giving Notice that allows the School to discuss and/or provide supportive measures, in most circumstances.

E. Amnesty for Other Policy Violations (including drugs and alcohol)

1. What is Amnesty?

To encourage reporting and participation in the process, School maintains a Policy of offering Parties and witnesses amnesty from minor policy violations, such as underage alcohol consumption or the use of illicit drugs, related to the incident. Granting amnesty is a discretionary decision made by the School, and amnesty does not apply to more serious allegations, such as physical abuse of another or illicit drug distribution.

2. Why does the School offer Amnesty in some situations?

The School community encourages the reporting of misconduct and crimes by Complainants and witnesses. Sometimes, Complainants or witnesses are hesitant to give Notice to School officials or participate in resolution processes because they fear that they themselves may be in violation of certain policies, such as underage drinking or use of illicit drugs at the time of the incident. Respondents may hesitate to be forthcoming during the process for the same reasons.

It is in the best interests of the School community that Complainants choose to give Notice of misconduct to School officials, that witnesses come forward to share what they know, and that all Parties be forthcoming during the process.

3. Who qualifies for amnesty?

Students and Employees may qualify. Amnesty may be granted to Parties and Witnesses on a case by case basis.

Students are hesitant to assist others for the fear that they may get in trouble themselves (for example an underage student who has been drinking may hesitate to take an individual who has experienced sexual assault to the School).

Because of this, the School maintains a policy of amnesty for Students who offer help to others in need. While policy violations cannot be overlooked, the school may provide purely educational options with no official disciplinary finding rather than sanctions under the Advisory policy, to those who offer their assistance to others in need.

For employees, they may be hesitant to report protected class discrimination, harassment, and retaliation they have experienced for fear that they may get in trouble. For example, an employee who has violated the unethical relationship policy and is then assaulted in that relationship may hesitate to report that incident to School officials. Again, policy violations cannot be overlooked, but the school may provide educational options and documentation with no official disciplinary action.

In instances where the violation is severe or wide reaching, like physical abuse or illegal drug distribution, the amnesty policy will not apply.

F. Time Limits on Reporting

There is no time limit to when you can provide a Notice or Complaint to the School. However, if the Respondent is no longer subject to the School's disciplinary authority and/or significant time has passed, the ability to investigate, respond, and/or provide remedies may be more limited or impossible.

Acting on Notice or Complaints significantly impacted by the passage of time (including, but not limited to, the rescission or revision of Policy) is at the Title IX Coordinator's discretion; the Title IX Coordinator may document allegations for future reference, offer supportive measures and/or remedies, and/or engage in informal resolution or the Administrative Resolution Process as appropriate.

XI. Prevention and Outreach Programs

The School has implemented comprehensive prevention and outreach programs to address issues of sexual harassment, sexual violence, domestic violence, dating violence, and stalking. These programs include, but are not limited to, information about the School's policies and procedures, rights and responsibilities, the practical implications of an affirmative consent standard, empowerment programming, awareness raising campaigns, primary prevention, bystander intervention, and risk reduction programs. Prevention and outreach programs are included as part of incoming student programming and new employee orientation. In addition, all employees must complete ongoing prevention and intervention training and education.

XII. Supportive Measures

What are Supportive Measures?

Supportive Measures are non-disciplinary, non-punitive individualized services offered as appropriate and reasonably available. They are offered without fee or charge to the Parties, to restore or preserve access to the School's Education Program or Activity. This includes measures designed to protect the safety of all Parties; the School's educational environment; and/or to deter protected characteristic discrimination, harassment, or retaliation. They may not unreasonably burden either party.

When will the School offer Supportive Measures?

The School, through the Title IX Coordinator, will offer and implement appropriate and reasonable Supportive Measures to the Parties upon Notice of alleged protected characteristic discrimination, harassment, and/or retaliation. Complainants do not have to pursue a resolution process for Supportive Measures to be offered or provided. Once a complaint has been made, all Parties will be offered appropriate supportive measures. CA Educ. Code § 66281.8 requires institutions to consider and respond to requests for accommodations relating to prior incidents of sexual harassment that could contribute to a hostile educational environment or otherwise interfere with a student's access to education where both individuals are, at the time of the request, subject to the institution's policies. Any Party can request changes or additional supportive measures, as needed, throughout the resolution process. Depending on the supportive measure, continuing need, and other reasons, supportive measures may continue or stop after a resolution process is complete, at the discretion of the Title IX Coordinator.[4]

When requested by a Complainant or otherwise determined to be appropriate, the School will issue an interim no-contact directive prohibiting the Respondent from contacting the Complainant during the pendency of the investigation. The University will not issue an interim mutual no-contact directive automatically, but instead will consider the specific circumstances of each situation to determine whether a mutual no-contact directive is necessary or justifiable to protect the non-complaining party's safety or well-being, or to respond to interference with an investigation. A no-contact directive issued as a remedy after a decision of responsibility has been made will be unilateral and only apply against the party found responsible. Upon the issuance of a mutual no-contact directive, the School will provide the parties with a written justification for the directive and an explanation of the terms of the directive. CA. Educ. Code, § 66281.8

How do I access Supportive Measures?

The Title IX Coordinator promptly makes supportive measures available to the Complainant upon receiving Notice/ Knowledge or a Complaint.

What are some examples of Supportive Measures offered?[5]

Supportive Measures may include, but are not limited to:

- Referral to community-based counseling, medical, and/or other healthcare services
- Referral to community-based service providers
- Student financial aid counseling
- Education to the institutional community or community subgroup(s)
- Altering work arrangements for employees or student-employees
- Safety planning
- Providing campus safety escorts
- Implementing contact limitations (no contact orders) between the Parties[6]
- Academic support, extensions of deadlines, or other course/program-related adjustments*
- Timely warnings or Emergency Notifications
- Class schedule modifications, withdrawals, or leaves of absence*
- Increased security and monitoring of certain areas of the campus
- Any other actions deemed appropriate by the Title IX Coordinator

*Due to the clock-hour program regulations, we are limited to providing the listed accredited schedules in the School Catalog. These may change at any time. Failure to attend scheduled hours may result in Satisfactory Academic Progress impacts. If those impacts are documented as related to an experience covered under this policy, the Title IX Coordinator–in coordination with the Student–will provide documentation for a SAP appeal.[7]

Who will know about the Supportive Measures?

The School will maintain the confidentiality of the supportive measures, provided that confidentiality does not impair the School's ability to provide those supportive measures. Sometimes the nature of a supportive measure and deviation from established systems will identify to others that a change has been made, however, the person receiving supportive measures is not required to discuss or talk about the supportive measures or why they have changes to their educational environment. The School may also disclose information about Supportive Measures if it is necessary to preserve a party's access to the education program or activity or there is an exception as outlined in applicable regulations.

What if I disagree with the Supportive Measures?

The Parties are provided with a timely opportunity to seek modification or reversal of the School's decision to provide, deny, modify, or terminate supportive measures applicable to them. Any request to modify or reverse the Supportive

Measures must be made in writing to the Title IX Coordinator within three days of the supportive measure decision. In the event that circumstances have substantially changed from the original decision on supportive measures, the Party may also make a request at that time provided that they include the change in circumstance in their request.

The Supportive Measure Review Form is available from the Title IX Coordinator, and should be returned to the Title IX Coordinator.

An impartial reviewer (an employee or other than the person who implemented the supportive measures, who has authority to modify or reverse the decision, will determine whether to provide, deny, modify, or terminate the supportive measures if they are inconsistent with the definition of supportive measures in § 106.2 of the federal Title IX Regulations.

The School, through the impartial reviewer typically renders decisions on the review of supportive measures within seven (7) business days of receiving a request and provides a written determination to the impacted party(ies) and the Title IX Coordinator.

What if I want changes to the Supportive Measures because the circumstances have changed?

The School will also provide the Parties with the opportunity to seek additional modification or termination of supportive measures applicable to them if circumstances change materially. If you believe that this is the case for you, please request the change in writing to the Title IX Coordinator using the Supportive Measure Review Form, and the circumstances that have changed. The request will follow the process above for modification or reversal of the supportive measures. If you would like to request a modification that only impacts you, you may make that request to the Title IX Coordinator outside of this supportive measures appeal process in writing. If the Title IX Coordinator does not agree to the change, you may follow the formalized process above.

[4] CA Educ. Code § 66281.8 requires institutions to consider and respond to requests for accommodations relating to prior incidents of sexual harassment that could contribute to a hostile educational environment or otherwise interfere with a student's access to education where both individuals are, at the time of the request, subject to the institution's policies.

[5] CA Educ. Code § 66281.8 requires institutions to consider and respond to requests for supportive measures relating to prior incidents of sexual harassment that could contribute to a hostile educational environment or otherwise interfere with a student's access to education where both individuals are, at the time of the request, subject to the institution's policies.

[6] Violations of no contact orders or other restrictions may be referred to appropriate process (Future Professional Advisory or for enforcement or added as collateral misconduct allegations to an ongoing Complaint under this Policy).

[7] CA Educ. Code, § 66281.8 requires institutions to outline the possible interim measures that may be in place during the pendency of an investigation, the supportive measures that may be provided in the absence of an investigation, and the disciplinary outcomes, remedial measures, and systemic remedies that may follow a final finding of responsibility. For the remedial, systemic, and disciplinary descriptions, please see the below sections.

XIII. Inclusion Related to Gender Identity/Expression

The School strives to ensure that all individuals are safe, included, and respected in their working and learning environments, regardless of their gender identity or expression, including intersex, transgender, agender, and gender diverse Future Professionals and employees.

Discrimination on the basis of gender identity or expression is not tolerated by the School. If a member of the School community feels they have been subjected to discrimination under this Policy, they should follow the appropriate reporting/Formal Complaint process described above.

In upholding the principles of equity and inclusion, the School supports the full integration and healthy development of those who are transgender, transitioning, or gender diverse, and seeks to eliminate any stigma related to gender identity and expression.

The School is committed to fostering a climate where all identities are valued and create a more vibrant and diverse community. The purpose of this Policy is to have the School administratively address issues some Future Professionals and employees, including those identifying as intersex, transgender, agender, and gender diverse, may confront as they navigate systems originally designed around the assumption that gender is binary. As our society's understanding of gender evolves, so do the School's processes and policies.

Concepts like misgendering and deadnaming may not be familiar to all but understanding them is essential to the School's goal of being as welcoming and inclusive a community as possible.

Misgendering is the intentional or unintentional use of pronouns or identifiers that are different from those used by an individual. Unintentional misgendering is usually resolved with a simple apology if someone clarifies their pronouns for you. Intentional misgendering is inconsistent with the type of community we hold ourselves out to be. We all get to determine our own gender identity and expression, but we do not get to choose or negate someone else's.

Deadnaming, along with misgendering, can be very traumatic to a person who is transgender, transitioning, or gender diverse. Deadnaming means using someone's birth-assigned (cisgender) name, rather than the name they have chosen.

To a person who is transgender, transitioning, or gender diverse, their cisgender identity may be something that is in their past, dead, buried, and behind them. To then revive their deadname could trigger issues, traumas, and experiences of the past that the individual has moved past, or is moving past, and can interfere with their health and well-being.

Again, unintentional deadnaming can be addressed by a simple apology and an effort to use the person's chosen name. Intentional deadnaming could be a form of bullying, outing, or otherwise harassing an individual, and thus should be avoided.

This Policy should be interpreted consistent with the goals of maximizing the inclusion of intersex, transgender, transitioning, agender, and gender diverse Future Professionals and employees, including: • Maintaining the privacy of all individuals consistent with law • Ensuring all Future Professionals equal access to educational programming, activities, and facilities, including restrooms • Ensuring all employees equal access to employment opportunities • Providing professional development for employees and education for Future Professionals on topics related to gender inclusion • Encouraging all future employees and employees to respect the pronoun usage and identities of all members of the School's community.

The School has set forth its specific processes for implementing this Policy through the accompanying Title IX-related procedures.

XIV. **Prohibited Conduct**

A. Generally

Students and employees (staff, administrators, educators) are entitled to an employment and educational environment that does not have protected class discrimination, harassment, and retaliation. This Policy and related procedures are not meant to impact educational content or discussions that include relevant but controversial or sensitive subject matters protected by academic freedom.

The sections below describe the specific types of legally prohibited protected class discrimination, harassment, and retaliation that are also prohibited under the School's Policy. When speech or conduct is protected by academic freedom, it will not be considered a violation of the School's Policy, although supportive measures may be offered to those impacted.

B. Attempts

All prohibited conduct definitions below include actual and/or attempted offenses.

C. Combination or Pattern

Any of the below types of prohibited conduct can be noticed or combined as pattern offenses. In the event that a pattern of conduct is being investigated the Notice of Investigation and Allegations (NOIA) will clearly indicate both the individual incidents and the pattern of conduct being investigated. Where a pattern is found, it may enhance sanctioning.

Violation of any other School policies may constitute protected class discrimination or harassment when motivated by actual or perceived protected characteristic(s), and the result is a limitation or denial of employment or educational access, benefit, or opportunity.

D. Climate or Culture

The School reserves the right to address conduct that does not rise to the level of the below definitions of Prohibited Conduct to meet or that is of a generic nature and not based on a protected characteristic in line with other School policies and procedures, including the Advisory Policy. At the discretion of the School, the conduct may be addressed through the disciplinary process, respectful conversation, remedial action, education, or other resolution mechanisms.

E. Prohibited Conduct Definitions

1. *Discrimination*
   Discrimination is different treatment with respect to an individual's employment or participation in an education program or activity based, in whole or in part, upon the individual's actual or perceived protected characteristic

   Discrimination can take two forms:

   a. Disparate Treatment Discrimination
      Any intentional differential treatment of a person or persons that is based on an individual's actual or perceived protected characteristic and that:
      - Excludes an individual from participation in;
      - Denies the individual benefits of; or
      - Otherwise adversely affects a term or condition of
      - An individual's participation in a School program or activity.

   b. Disparate Impact Discrimination
      Disparate impact occurs when policies or practices that appear to be neutral unintentionally result in a disproportionate impact on a protected group or person that:
      - Excludes an individual from participation in;
      - Denies the individual benefits of; or
      - Otherwise adversely affects
      - A term or condition of an individual's participation in a School program or activity.

2. *Discriminatory Harassment* [8]
   Unwelcome conduct on the basis of actual or perceived protected characteristic(s), that:
   - Based on the totality of the circumstances,
   - Is subjectively and objectively offensive, and
   - Is so severe or pervasive,
   - That it limits or denies a person's ability to participate in or benefit from the School's education program or activity.

3. *Sex-based Harassment (Applicable Under Title IX and Title VII)*

a. Sex-based Harassment

Sex-based Harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex,[9] including sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity; sexual assault, dating violence, domestic violence, and stalking.

1. **Quid Pro Quo:**

- An employee agent, or other person authorized by the School,
- To provide an aid, benefit, or service under the School's education program or activity,
- Explicitly or impliedly conditioning the provision of such aid, benefit, or service,
- On a person's participation in unwelcome sexual conduct.

2. **Hostile Environment Harassment:**

- Unwelcome sex-based conduct, that
- Based on the totality of the circumstances,
- Is subjectively and objectively offensive, and
- Is so severe or pervasive,
- That it limits or denies a person's ability to participate in or benefit from the School's education program or activity.

3. **Sexual Assault**[10]

a. Rape

- Penetration by the Respondent, no matter how slight,
- Of the vagina or anus of the Complainant,
- With any body part or object, or
- Oral penetration by the Respondent a sex organ of the Complainant,
- Oral penetration of Complainant by the sex organ of Respondent;
- Without the consent of the Complainant,

b. Fondling

- The touching of the private body parts (breasts, buttocks, groin) of the Complainant by the Respondent, or causing the Complainant to touch the Respondent's private body parts,
- for the purpose of sexual gratification,
- Without the consent of the Complainant, including instances where the Complainant is incapable of giving consent:
  - because of their age, or
  - because of their temporary or permanent mental or physical incapacity.

c. Incest

- Sexual intercourse,
- Between persons who are related to each other,
- within the degrees wherein marriage is prohibited by the law of the State of California.

d. Statutory Rape

- Sexual intercourse

- Within the degrees wherein marriage is prohibited by the law of the State of California.

4. **Dating Violence**
   - Violence,[11]
   - On the basis of sex,
   - Committed by the Respondent,
   - Who is or has been in a special relationship of a romantic or intimate nature with the Complainant, **and**
   - Where the existence of such a relationship shall be determined based on a consideration of the following factors:
     - length of the relationship
     - type of relationship
     - frequency of the interaction between the Parties involved in the relationship.

5. **Domestic Violence**[12]
   - Felony or misdemeanor crimes committed by the Respondent who:
     - is a current or former spouse or intimate partner of the Complainant under the family or domestic violence laws of the State of California or a person similarly situated to a spouse of the Complainant;
     - is cohabitating with, or has cohabitated with, the Complainant as a spouse or intimate partner;
     - shares a child in common with the Complainant; **or**
     - commits acts against a youth or adult Complainant who is protected from those acts under the family or domestic violence laws of the State of California.

6. **Stalking**
   - Engaging in a course of conduct[13] on the basis of sex, that is,
   - Directed at the Complainant that would cause a reasonable person[14] to:
     - Fear for the person's safety, or
     - The safety of others; or
     - Suffer substantial emotional distress.[15]

7. **California Sexual Harassment**
   California Sexual Harassment definition applies to all complaints within the School's jurisdiction:[16]
   1. unwelcome sexual advances, or
   2. requests for sexual favors, or
   3. other verbal, visual, or physical conduct of a sexual nature,
   4. made by someone from in the work or educational setting,
   5. under any of the following conditions:
      - submission to the conduct is explicitly or implicitly made a term or condition of an individual's employment, academic status, or progress, or

- submission to, or reject of, the conduct by the individual is used as the basis of employment or academic decisions affecting the individual, or
- the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment, or
- submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

Acts of sexual harassment may be committed by any person upon any other person, regardless of the sex, sexual orientation, and/or gender identity of those involved.

8. **California Sexual Violence,** defined by California state law as:
    a. physical sexual acts,
        I. Including rape and sexual battery
    b. perpetrated against the Complainant without the Complainant's affirmative consent.

4. *Other Prohibited Conduct Based on Protected Classes*
    a. Sexual Exploitation[17] [18]

- A Respondent taking non-consensual or abusive sexual advantage of the Complainant, that does not constitute Sex-based Harassment as defined above;
- For their own benefit or for the benefit of anyone other than the Complainant.

Examples of Sexual Exploitation include, but are not limited to:

- Sexual voyeurism (like observing or allowing others to observe a person for a sexual purpose undressing, using the bathroom, or engaging in sexual acts, without the consent of the person being observed);
- Invasion of sexual privacy (e.g. doxxing);
- Recording (including photo, video, or audio) in any way of another person in a sexual act, or other sexually related activity, when there is a reasonable expectation of privacy during the activity without the consent of all involved in the activity; or exceeding the consent given (like distributing, sharing, or posting the recording without the person's consent). Including making non-consensual pornography;
- Prostituting another person;
- Knowingly transmitting a sexually transmitted disease (STD) or infection (STI), to another person by engaging in sexual activity without informing the other individual of the STD or STI;
- Causing or attempting to cause the incapacitation of another person (through the use of drugs, alcohol, or other means) for the purpose of compromising that person's ability to give consent for sexual activity or to make the person vulnerable to non-consensual sexual activity;
- Misappropriating another person's identity on apps, websites or other places designed for dating or sexual connections (e.g. spoofing)
- Forcing a person to take action against their will by threatening to show, pot, or share information, video or audio, or an image that depicts a person's nudity or sexual activity;
- Knowingly soliciting someone under the state age of consent for sexual activity
- Engaging in sex trafficking;

- Knowingly creating, possessing, or disseminating child sexual abuse images or recordings; or
- Creating or disseminating synthetic media, including images, videos, or audio representations of individuals doing or saying sexually-related things that never happened, or placing identifiable real people in fictitious pornographic or nude situations without their consent (i.e., Deepfakes).

b. Retaliation

- Adverse action, including intimidation, threats, coercion, or discrimination,
- Against any person,
- By the School, a student, employee, or a person authorized by the School to provide aid, benefit, or service under the School's education program or activity,
- For the purpose of interfering with any right or privilege secured by law or Policy, or
- Because the person has engaged in protected activity, including reporting information, making a Complaint, testifying, assisting, or participating or refusing to participate in any manner in an investigation or Resolution Process under the Nondiscrimination Policy and Procedures, including an Informal Resolution process, or in any other appropriate steps taken by the School to promptly and effectively end any protected class discrimination, harassment, or retaliation (including those actions designated as sex discrimination or sex-based harassment) in its education program or activity, prevent its recurrence, and remedy its effects.

  The exercise of rights protected under the First Amendment does not constitute retaliation. It is also not retaliation for the School to pursue Policy violations against those who make materially false statements in bad faith in the course of a resolution under the Nondiscrimination Policy. However, the determination of responsibility, by itself, is not sufficient to conclude that any party has made a materially false statement in bad faith.

c. Unauthorized Disclosure[19]

- Distributing or otherwise publicizing materials created or produced during an investigation or Resolution Process except as required by law or as expressly permitted by the School;[20] or
- Publicly disclosing a Party's personally identifiable information obtained during an investigation or Resolution Process under this Policy and procedure without authorization or consent.

d. Failure to Comply or Process Interference

- Intentional failure to comply with the reasonable directives of the Title IX Coordinator or other School administrator in the performance of their official duties, including with the terms of a no contact order issued in relation to the Nondiscrimination Policy;
- Intentional failure to comply with emergency removal or interim suspension terms;
- Intentional failure to comply with sanctions;
- Intentional failure to adhere to the terms of an agreement achieved through informal resolution;
- Intentional failure to comply with mandated reporting duties as defined in this Policy;
- Intentional interference with the Title IX resolution process, including but not limited to:
  - Destruction of or concealing of evidence
  - Actual or attempted solicitation of knowingly false testimony or providing false testimony or evidence
  - Intimidating or bribing a witness or party

e. Sanctions for Other Prohibited Conduct Related to Protected Class
Sanctions for the Civil Rights Offenses in this section titled "*Other Prohibited Conduct Based on Protected Classes" range from a warning or remedial action, through expulsion or termination.*

5. *Sanction Ranges*
In the event a Final Determination concludes that conduct violated School Policy, the below chart shows the possible sanctioning ranges for certain offenses. Please note that Sanctions may be assigned outside of the listed range below based on aggravating or mitigating circumstances, or the cumulative conduct record. For a complete list of sanctions, please see Section XXI (6)(a) below.

Description of Sanction Range	Policy Violation
Warning or Documentation on the Future Professional Advisory Form or via employment documentation, Remedial Training, Suspension, Probation, and/or Expulsion or Termination	Sex Discrimination Quid Pro Quo Harassment Hostile Environment Harassment Fondling Incest Sexual Exploitation Retaliation Bullying Endangerment Hazing Unauthorized Disclosure Failure to Comply/ Process Interference
Suspension and/or Expulsion or Termination	Rape Statutory Rape
Documentation on the Future Professional Advisory Form or through employment documentation, Probation, and/or Expulsion or Termination	Stalking Dating Violence Domestic Violence

For more information about Sanctions, please see the Procedures section for this Policy below.

6. *Definitions of Consent, Force, and Incapacitation**[21]***
As used in this Nondiscrimination Policy, the following definitions and understandings apply:
   a. Affirmative Consent[22]
   The state definition of consent is "positive cooperation in act or attitude pursuant to the exercise of free will. The person must act freely and voluntarily and have knowledge of the nature of the act and the transaction involved." A current or previous dating or marital relationship shall not be sufficient to constitute consent where consent is an issue. This definition of consent is applicable to criminal prosecutions for sex offenses in California but may differ from the definition used on campus to address policy violations.
   Affirmative Consent is defined as:
      - Knowing, and

- Voluntary, and
- Clear permission
- By words or actions
- To engage in sexual activity.[23]

How is consent evaluated? Proof of consent or non-consent is not a burden placed on either party involved in a Complaint. Instead, the burden remains on the School to determine whether its Policy has been violated. The existence of consent is based on the totality of the circumstances evaluated from the perspective of a reasonable person in the same or similar circumstances, including the context in which the alleged misconduct occurred and any similar and previous patterns that may be evidenced.

Are there limits to consent? Going beyond the boundaries of consent is prohibited. Thus, unless a sexual partner has consented to a specific act, including physical roughness, during otherwise consensual sex, those acts may constitute dating violence or sexual assault.[24]

Who has the responsibility to obtain consent? Individuals may perceive and experience the same interaction in different ways. Therefore, it is the responsibility of each party to determine that the other has consented before engaging in the activity. If consent is not clearly provided prior to engaging in the activity, consent may be given by word or action at some point during the interaction or thereafter, but clear communication from the outset is strongly encouraged.

Silence or the absence of resistance alone should not be interpreted as consent. Consent is not demonstrated by the absence of resistance. While resistance is not required or necessary, it is a clear demonstration of non-consent.

When is consent valid? For consent to be valid, there must be a clear expression in words or actions that the other individual consented to that specific sexual conduct. Consent is evaluated from the perspective of what a reasonable person would conclude are mutually understandable words or actions. Reasonable reciprocation can establish consent. For example, if someone kisses you, you can kiss them back (if you want to) without the need to explicitly obtain *their* consent to be kissed back.

Consent to some sexual contact (such as kissing or fondling) cannot be assumed to be consent for other sexual activity (such as intercourse). A current or previous intimate relationship is not sufficient to constitute consent. If an individual expresses conditions on their willingness to consent (e.g., use of a condom) or limitations on the scope of their consent, those conditions and limitations must be respected. If a sexual partner shares the clear expectation for the use of a condom, or to avoid internal ejaculation, and those expectations are not honored, the failure to use a condom, removing a condom, or internal ejaculation can be considered acts of sexual assault.

Can consent be withdrawn or taken back? Consent can also be withdrawn once given, as long as the withdrawal is reasonably and clearly communicated. If consent is withdrawn, sexual activity should cease within a reasonably immediate time.

b. Force

Force is the use of physical violence and/or physical imposition to gain sexual access. Sexual activity that is forced is, by definition, non-consensual, but non-consensual sexual activity is not necessarily forced. Force is conduct that, if sufficiently severe, can negate consent.

Force also includes threats, intimidation (implied threats), and coercion that is intended to overcome resistance or produce consent (e.g., “Have sex with me or I’ll hit you,” which elicits the response, “Okay, don’t hit me. I’ll do what you want.”).

c. Coercion

Coercion is unreasonable pressure for sexual activity. Coercive conduct, if sufficiently severe, can render a person’s consent ineffective, because the consent is not voluntary. When someone makes clear that they do not want to engage in sexual activity, that they want to stop, or that they do not want to go past a certain point of sexual interaction, continued pressure beyond that point can be coercive. Coercion is evaluated based on the frequency, intensity, isolation, and duration of the pressure involved.

d. Incapacitation

Incapacitation is a state where a person is incapable of giving consent. An incapacitated person cannot make rational, reasonable decisions because they lack the capacity to give knowing/informed consent (e.g., to understand the “who, what, when, where, why, and how” of their sexual interaction). A person is incapacitated and cannot consent if they are unable to understand what is happening or are disoriented, helpless, asleep, or unconscious for any reason, including because of alcohol or other drug consumption.

This Policy also covers a person whose incapacity results from a temporary or permanent physical or mental health condition, involuntary physical restraint, and/or the consumption of incapacitating substances.

Incapacitation is determined through consideration of all relevant indicators of a person’s state and is not synonymous with intoxication, impairment, blackout, and/or being drunk.

If the Respondent neither knew nor should have known the Complainant to be physically or mentally incapacitated, the Respondent is not in violation of this Policy. “Should have known” is an objective, reasonable person standard that assumes that a reasonable person is both sober and exercising sound judgment.

[8] Discriminatory Harassment under this policy specifically excludes harassment that would fall under Title IX or Title VII, as it is specifically included below under Sex-based Harassment.

[9] Throughout this Policy, “on the basis of sex” means conduct that is sexual in nature, or is directed to the Complainant because of their sex.

[10] Sexual Assault does not constitute a chargeable offense under the Policy. It is a heading encompassing the six chargeable offenses listed below it.

[11] For purposes of this Policy, violence includes defined as intentionally or recklessly causing the Complainant physical, emotional, or psychological harm. Consensual use of violence, such as in kink relationships, would also not meet this definition, in most circumstances.

[12] To categorize an incident as Domestic Violence, the relationship between the Respondent and the Complainant must be more than just two people living together as roommates. The people cohabitating must be current or former spouses or have an intimate relationship.

[13] For purposes of this definition, “A ‘course of conduct’ requires that there be more than one incident and the conduct must be directed at a specific person. Stalking can occur in person or using technology, and the duration,

frequency, and intensity of the conduct should be considered. Stalking tactics can include, but are not limited to watching, following, using tracking devices, monitoring online activity, unwanted contact, property invasion or damage, hacking accounts, threats, violence, sabotage, and attacks. (Federal Register, Vol 89, No. 83, 04/29/2024, p. 33523). Merely annoying conduct, even if repeated, is a nuisance, but is not typically chargeable as stalking.

[14] Reasonable person is an objective standard meaning a person in the Complainant's shoes (having similar characteristics/demographics to the Complainant).

[15] In the context of stalking, a Complainant is not required to obtain medical or other professional treatment and counseling is not required to show substantial emotional distress.

[16] CA Educ. Code § 212.5.

[17] This offense is not classified under Title IX as "Sex-based harassment," but it is included here in this Policy as a tool to address a wider range of behaviors.

[18] Sexual Exploitation is defined in CA Educ. Code, § 66262.5. The examples listed below include those in the non-exhaustive list in the California definition and additional acts that could meet the definition.

[19] Nothing in this section restricts the ability of the Parties to: obtain and present evidence, including by speaking to witnesses (as long as it does not constitute retaliation under this Policy), consult with their family members, confidential resources, or Advisors; or otherwise prepare for or participate in the Resolution Process.

[20] Both Parties and Advisors are prohibited from unauthorized disclosure of information obtained by the School through the Resolution Process.

[21] The state definition of consent, as used in criminal prosecutions for sex offenses in this state, may differ from the definition used on campus to address policy violations.

[22] CA Educ. Code, § 67386 establishes an affirmative consent standard in the determination of whether consent was given by parties to sexual activity.

[23] The state definition of consent contained above in the Affirmative Consent definition which is applicable to criminal prosecutions for sex offenses in California but may differ from the definition used by the Recipient to address Policy violations.

[24] Consent in relationships must also be considered in context. When Parties consent to BDSM (bondage, discipline, sadism, masochism) or other forms of kink, non-consent may be shown by the use of a safe word. Resistance, force, violence, or even saying "no" may be part of the kink and thus consensual.

XV. **Unethical Relationships Policy**

There are inherent risks in any romantic or sexual relationship between individuals in unequal positions (such as supervisor and employee or Future Professional and Employee). In reality, these relationships may be less consensual than perceived by the individual whose position confers power or authority. Similarly, the relationship also may be viewed in different ways by each of the parties, particularly in retrospect. Circumstances may change, and conduct that was once welcome may, at some point in the relationship, become unwelcome.

Even when both parties have initially consented to romantic or sexual involvement, the possibility of a later allegation of a relevant Policy violation still exists. The School does not wish to interfere with private choices regarding personal relationships when these relationships do not interfere with the goals and policies of the School. However, for the personal protection of members of this community, relationships in which power differentials are inherent (e.g., supervisor/employee) are generally discouraged.

Romantic or sexual relationships between employees and Future Professionals are prohibited.

Consensual romantic or sexual relationships in which one party maintains a direct supervisory or otherwise evaluative role over the other party are inherently problematic. Therefore, persons with direct supervisory or otherwise evaluative responsibilities who are involved in such relationships must bring these relationships to the timely attention of the Title IX Coordinator. The existence of this type of relationship will likely result in removing the supervisory or evaluative responsibilities from the employee or shifting a party from being supervised or evaluated by someone with whom they have established a consensual relationship. When an affected relationship existed prior to adoption of this Policy, the duty to notify the appropriate supervisor still pertains.

Failure to timely self-report such relationships to the Title IX Coordinator as required can result in disciplinary action for an employee. Engaging in a consensual relationship with a Future Professional can result in disciplinary action for an employee. The Title IX Coordinator will determine whether to refer violations of this provision to human resources for resolution, or to pursue resolution under this Policy, based on the circumstances of the allegation.

XVI. **Standard of Proof**

The School uses the preponderance of the evidence standard of proof when determining whether a Policy violation occurred.[25] This means that the School will decide whether it is more likely than not, based upon the available information at the time of the decision, that the Respondent is in violation of the alleged Policy violation(s).

[25] Under state law, the required standard used in determining whether the elements of the complaint against the Respondent have been demonstrated is the preponderance of the evidence. CA Educ. Code, § 67386.

XVII. **False Allegations and Evidence**

Deliberately false and/or malicious accusations under this Policy are a serious offense and will be subject to appropriate disciplinary action. This does not include allegations that are made in good faith but are ultimately shown to be erroneous or do not result in a determination of a Policy violation.

Additionally, witnesses and Parties who knowingly provide false evidence, tamper with or destroy evidence, or deliberately mislead an official conducting an investigation or resolution process can be subject to discipline under appropriate School policies.

XVIII. **Confidentiality and Privacy**

The School will make every effort to preserve the Parties' privacy. The School will not share the identity of any individual who has made a Complaint protected class harassment, discrimination, or retaliation; any Complainant; any individual who has been reported to be the perpetrator of protected class discrimination, harassment, or retaliation; any Respondent; or any witness, except as permitted by, or to fulfill the purposes, of applicable laws and regulations (e.g., Title IX), Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, or as required by law; including any investigation, or resolution proceeding arising under these policies and procedures.[26] [27]

If a Party or Witness speaks about the Complaint or Report, others in the School may become aware of the report or complaint. Resolution proceedings, including interviews, are confidential. All individuals present at any time during the resolution process are expected to maintain the confidentiality of the proceedings.

For the purpose of this Policy, the terms privacy, confidentiality, and privilege have distinct meanings.

Privacy. Means that information related to a complaint will be shared with a limited number of School employees who "need to know" in order to assist in providing supportive measures or evaluating, investigating, or resolving the Complaint. All employees who are involved in the School's response to Notice under this Policy receive specific training and guidance about sharing and safeguarding private information in accordance with federal and state law.

Confidentiality. Exists in the context of laws or professional ethics that protect certain relationships (including medical providers, mental health providers, and counselors.) The School does not designate any employees as confidential employees. Non-identifiable information may be shared by School Officials for statistical tracking purposes or for emergency notifications and/or timely warnings as required by the Clery Act/Violence Against Women Act (VAWA). Other information may be shared as required by law.

Privilege. Exists in the context of laws that protect certain relationships, including attorneys, spouses, and clergy. Privilege is maintained by a provider unless a court orders release or the holder of the privilege (e.g., a client, spouse, parishioner) waives the protections of the privilege. While the School does not employ clergy or others with a Title IX privilege protection, the School treats communication between employees who have the ability to have privileged communications as Confidential Employees.

The School reserves the right to determine which School officials have a legitimate educational interest in being informed about student-related incidents that fall under this Policy, pursuant to FERPA.

The School may contact students' parents/guardians to inform them of situations in which there is a significant and articulable health and/or safety risk but will usually consult with the student prior to doing so.

[26] 20 U.S.C. 1232g

[27] 34 C.F.R. § 99

XIX. Emergency Removal, Interim Action, and/or Leave

The School can act to remove a Student Respondent accused of Sex Discrimination or Sex-based Harassment from its education program or activities, partially or entirely, on an emergency basis when an individualized safety and risk analysis has determined that an immediate threat to the physical health or safety of any student or other individual justifies removal. This risk analysis is performed by the Title IX Coordinator and may be done in conjunction with appropriate designees using its standard objective individualized safety and risk analysis assessment procedures. Employees are subject to existing procedures for interim actions and leaves.

XX. Federal Timely Warning Obligations

The School must issue timely warnings for reported incidents that pose a serious or continuing threat of bodily harm or danger to members of the School community.

The School will ensure that a Complainant's name and other identifying information is not disclosed, while still providing enough information for community members to make safety decisions in light of the potential danger.

XXI. Resolution Process and Procedures for Alleged Violations of the Protected Class Nondiscrimination Policy and Procedures ("Resolution Process")

A. Overview

The School will act on any Notice, Complaint, or Knowledge of a potential violation of the Protected Class Nondiscrimination Policy and Procedures ("Policy") that is received by the Title IX Coordinator or any other Mandated Reporter following the Resolution Process below.

The procedures below apply to all allegations of discrimination on the basis of an actual or perceived protected characteristic, harassment, retaliation, or other prohibited conduct outlined in the Policy, as involving students, staff, administrators, faculty members, or, in some situations, third parties. The same procedural protections do not typically apply to Respondents who are guests, visitors, invitees, or other non-students or non-employees and the School reserves the right to address those situations as it deems appropriate.

B. Initial Evaluation

1. *Generally*

The Title IX Coordinator conducts an initial evaluation typically within seven (7) business days of receiving Notice/Complaint/Knowledge of alleged misconduct.[28] An initial evaluation will also be prompted when the University knows, or reasonably should know, about any instance of sexual harassment.[29] The initial evaluation typically includes:

- Assessing whether the reported conduct may reasonably constitute a violation of the Policy.

- When prior instances of sexual harassment are reported that either could create a hostile environment in National's programs and activities or are interfering with that person's access to the School's programs and activities, the School will consider and respond to requests for accommodation. CA Educ. Code, § 66281.8
- If the Complainant has made a Complaint, and the conduct may not reasonably constitute a violation of the Policy, the matter is typically dismissed from this Policy and related procedures, consistent with the dismissal provision in these procedures. It may then be referred to another process, if applicable.

- Determining whether School has jurisdiction over the reported conduct, as defined in the Policy.
  - If the conduct is not within School jurisdiction, the matter is typically dismissed from this process, consistent with the dismissal provision in these procedures. If applicable, the conduct will be referred to the appropriate School official for resolution.
- Offering and coordinating supportive measures for the Complainant.
- Offering and coordinating supportive measures for the Respondent, as applicable.
- Notifying the Complainant, or the person who reported the allegation(s), of the resolution processes, including a supportive and remedial response, an Informal Resolution option, or the Resolution Process described below.
- Determining whether the Complainant wishes to make a Complaint.
- Notifying the Respondent of the resolution processes, including a supportive and remedial response, an Informal Resolution option, or the Resolution Process described below, if a Complaint is made.

2. *Helping a Complainant Understand Options*

   If the Complainant indicates they wish to initiate a Complaint (in a manner that can reasonably be construed as reflecting intent to make a Complaint), the Title IX Coordinator will help to facilitate the Complaint, which will include working with the Complainant to determine whether the Complainant wishes to pursue one of three resolution options:

   a. a supportive and remedial response, and/or
   b. Informal Resolution, or
   c. The Administrative Resolution Process described below.

   What if the Complainant asks that no action be taken?

   The Title IX Coordinator will seek to abide by the wishes of the Complainant, including the desire for no action to be taken, but the Title IX Coordinator may have to take an alternative approach depending on their analysis of the situation if it is determined that an imminent and serious threat to health or safety OR that the Title IX Coordinator could not otherwise ensure equal access.

   If the Complainant indicates (either verbally or in writing) that they do not want any action taken, no Resolution Process will be initiated (unless deemed necessary by the Title IX Coordinator), though the Complainant can elect to initiate one later, if desired.

   What if the Complainant requests a resolution process (investigation/Administrative Resolution Process or Informal Resolution)?

If the Complainant elects for the Resolution Process below, and the Title IX Coordinator has determined the Policy applies and that the School has jurisdiction, they will route the matter to the appropriate Resolution Process, will provide the Parties with a Notice of Investigation and Allegation(s), and will initiate an investigation consistent with these Procedures.

If any Party indicates (either verbally or in writing) that they want to pursue an Informal Resolution option, the School will assess whether the matter is suitable for Informal Resolution and refer the matter, accordingly.

3. *Title IX Coordinators Authority to Initiate a Complaint*

   a. When and How would a Title IX Coordinator initiate a Complaint?

   If the Complainant does not wish to file a Complaint, the Title IX Coordinator, who has ultimate discretion as to whether a Complaint is initiated, will offer supportive measures and determine whether to initiate a Complaint themselves.[30] To make this determination, the Title IX Coordinator will evaluate that request to determine if there is a serious and imminent threat to someone's safety or if the School cannot ensure equal access without initiating a Complaint. The Title IX Coordinator will consider the following non-exhaustive factors to determine whether to file a Complaint:

   - The Complainant's request not to proceed with initiation of a Complaint;
   - The Complainant's reasonable safety concerns regarding initiation of a Complaint;
   - The risk that additional acts of discrimination would occur if a Complaint is not initiated;
   - The severity of the alleged discrimination, including whether the discrimination, if established, would require the removal of a Respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;
   - The age and relationship of the Parties, including whether the Respondent is a School employee;
   - The scope of the alleged discrimination, including information suggesting a pattern, ongoing discrimination, or discrimination alleged to have impacted multiple individuals;
   - The availability of evidence to assist a Decision-maker in determining whether discrimination occurred;
   - Whether the School could end the alleged discrimination and prevent its recurrence without initiating its resolution process.

   The Title IX Coordinator may also consider:

   - Multiple or prior reports of sexual misconduct against the Respondent.
   - The Respondent reportedly used a weapon, physical restraints, or engaged in battery.
   - The Respondent is a faculty or staff member with oversight of students.
   - There is a power imbalance between the Complainant and Respondent.
   - The Complainant believes that the Complainant will be less safe if the Complainant's name is disclosed, or an investigation conducted.
   - The School is able to conduct a thorough investigation and obtain relevant evidence in the absence of the Complainant's cooperation.

   In instances where the Complainant's request for confidentiality or no investigation is granted, the School will provide supportive measures to the Complainant and take reasonable steps to respond to the complaint, consistent with the request, to limit the

effects of the alleged sexual harassment and prevent its recurrence without initiating formal action against the alleged Respondent or revealing the identity of the Complainant. These steps may include but are not limited to:

- Increased monitoring, supervision, or security at locations or activities where the alleged misconduct occurred;
- Providing additional training and education materials for students and employees; and/or
- Conducting climate surveys regarding sexual violence.

If deemed necessary, the Title IX Coordinator may consult with appropriate School employees, and/or conduct an individualized safety and risk analysis to aid their determination whether to initiate a Complaint.

b. Who is the named party if the Title IX Coordinator initiates a Complaint?
When the Title IX Coordinator initiates a Complaint, they do not become the Complainant. The Complainant or Complainants are the person(s) who experienced the alleged conduct that could constitute a violation of this Policy.

C. Emergency Removal/Interim Suspension

1. Emergency Removal/Interim Suspension for allegations of Sex Discrimination and/or Sex-based Harassment

a. *Student Respondents*

The School may remove on an emergency basis a student accused of Sex Discrimination or Sex-based Harassment upon receipt of Notice/Knowledge, a Complaint, or at any time during the resolution process. Prior to an emergency removal, the School will conduct an individualized safety and risk assessment and may remove the student if that assessment determines that an imminent and serious threat to the health or safety of a Complainant or any students, employees, or other persons arising from the allegations of sex discrimination justifies such action. Students accused of other forms of discrimination (not sex) are subject to interim suspension, which can be imposed for safety reasons.

When an emergency removal or interim suspension is imposed, wholly or partially, the affected student will be notified of the action, which will include a written rationale, and the option to challenge the emergency removal or interim suspension within two (2) business days of the notification. Upon receipt of a challenge, the Title IX Coordinator will meet with the student (and their Advisor, if desired) as soon as reasonably possible thereafter to allow them to show cause why the removal/action should not be implemented or should be modified.

This meeting is not a hearing on the merits of the allegation(s), but rather is an administrative process intended to determine solely whether the emergency removal or interim suspension is appropriate, should be modified, or lifted. When this meeting is not requested within two (2) business days, objections to the emergency removal or interim suspension will be deemed waived. A student can later request a meeting to show why they are no longer an imminent and serious threat because conditions related to imminence or seriousness have changed. A Complainant and their Advisor may be permitted to participate in this meeting if the Title IX Coordinator determines it is equitable to do so.

The Respondent may provide information, including expert reports, witness statements, communications, or other documentation for consideration prior to or during the meeting. When applicable, a Complainant may provide information to the Title IX Coordinator for review.

An emergency removal or interim suspension may be affirmed, modified, or lifted as a result of a requested review or as new information becomes available. The Title IX Coordinator will communicate the final decision in writing, typically within three (3) business days of the review meeting.

b. *Employee Respondents*
When the Respondent is an employee, or a student employee accused of misconduct in the course of their employment, existing provisions in the Employee Handbook for interim action are typically applicable instead of the above emergency removal process.

D. Dismissal

The School **may** dismiss a Complaint if, at any time during the investigation or Resolution Process, one or more of the following grounds are met:

1. The School is unable to identify the Respondent after taking reasonable steps to do so;
2. The School no longer enrolls or employs the Respondent;
3. A Complainant voluntarily withdraws any or all of the allegations in the Complaint, in writing, and the Title IX Coordinator declines to initiate a Complaint;
4. The Title IX Coordinator determines the conduct alleged, even if proven, in the Complaint would not constitute a violation of this Policy.

A Decision-maker can recommend dismissal to the Title IX Coordinator, if they believe the grounds are met. A Complainant who decides to withdraw a Complaint may later request to reinstate or refile it.

Upon any dismissal, the School will promptly send the Complainant written notification of the dismissal and the rationale for doing so. If the dismissal occurs after the Respondent has been made aware of the allegations, the School will simultaneously notify the Parties of the dismissal.

This dismissal decision is appealable by any party.

E. Appeal of Dismissal

The Complainant may appeal a dismissal of their Complaint.[31] The Respondent may also appeal the dismissal of the Complaint if dismissal occurs after the Respondent has been made aware of the allegations. All dismissal appeal requests must be filed in writing within three (3) business days of the notification of the dismissal.

The Title IX Coordinator will notify the Parties of any appeal of the dismissal. If, however, the Complainant appeals, but the Respondent was not notified of the Complaint, the Title IX Coordinator must then provide the Respondent with a NOIA and will notify the Respondent of the Complainant's appeal with an opportunity to respond.

Throughout the dismissal appeal process, the School will:

- Implement dismissal appeal procedures equally for the Parties;
- Assign a trained Dismissal Appeal Officer who did not take part in an investigation of the allegations or dismissal of the Complaint;
- Provide the Parties a reasonable and equal opportunity to make a statement in support of, or challenging, the dismissal; and

- Notify the Parties of the result of the appeal and the rationale for the result.

The ground for dismissal appeals are limited to:

1. Procedural irregularity that would change the outcome;
2. New evidence that would change the outcome and that was not reasonably available when the dismissal was decided;
3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual Complainant or Respondent that would change the outcome.

What happens in a dismissal appeal?

Upon receipt of a dismissal appeal in writing from one or more Parties, the Title IX Coordinator will share the petition with the other party and provide three (3) business days for other Parties to respond to the request. The appeal should specify at least one of the grounds above and provide any reasons or supporting evidence for why the ground is met. This appeal will be provided in writing to the other Parties, and the Title IX Coordinator, who will be invited to respond in writing. At the conclusion of the response period, the Title IX Coordinator will forward the appeal, as well as any response provided by the other Parties to the Dismissal Appeal Officer for consideration.

If the Request for Appeal does not provide information that meets the grounds in this Policy, the request will be denied by the Dismissal Appeal Officer, and the Parties, their Advisors, and the Title IX Coordinator will be notified in writing of the denial and the rationale.

If any of the asserted grounds in the appeal satisfy the grounds described in this Policy, then the Dismissal Appeal Officer will notify all Parties and their Advisors, and the Title IX Coordinator of their decision and rationale in writing. The effect will be to reinstate the Complaint.

In most cases, appeals are confined to a review of the written documentation or record of the original determination and pertinent documentation regarding the specific appeal grounds. The Dismissal Appeal Officer has seven (7) business days to review and decide on the appeal, though extensions can be granted at the discretion of the Title IX Coordinator, and the Parties will be notified of any extension.

Appeal decisions are deferential to the original determination, making changes only if there is a compelling justification to do so.

The Dismissal Appeal Officer may consult with the Title IX Coordinator and/or legal counsel on questions of procedure or rationale for clarification, if needed. The Title IX Coordinator will maintain documentation of all such consultation.

F. Counter-Complaints

The School is obligated to ensure that the resolution process is not abused for retaliatory purposes. Although the School permits the filing of Counter-Complaints, the Title IX Coordinator will use an initial evaluation, described above, to assess whether the allegations in the Counter-Complaint are made in good faith. When Counter-Complaints are not made in good faith, they will not be permitted. They will be considered potentially retaliatory and may constitute a violation of the Policy.

Counter-Complaints determined to have been reported in good faith will be processed using the Resolution Process below. At the Title IX Coordinator's discretion, investigation of such claims may take place concurrently or after resolution of the underlying initial Complaint.

G. Advisors in the Resolution Process

1. *Who can serve as an Advisor?*

   The Parties may each have an Advisor (friend, mentor, family member, attorney, or any other individual a party chooses) present with them for all meetings and interviews, within the Resolution Process, including intake. The Parties may select whomever they wish to serve as their Advisor as long as the Advisor is eligible and available.[32]

   The School cannot guarantee equal Advisory rights, meaning that if one party selects an Advisor who is an attorney, but the other party does not, or cannot afford an attorney, the School is not obligated to provide an attorney to advise that party.

   A party may elect to change Advisors during the process and is not obligated to use the same Advisor throughout. Parties are expected to provide the Title IX Coordinator with timely notification if they change Advisors. If a party changes Advisors, consent to share information with the previous Advisor is assumed to be terminated, and a release for the new Advisor must be submitted.

   The School may permit Parties to have more than one Advisor, or an Advisor and a support person, upon special request to the Title IX Coordinator. The decision to grant this request is at the Title IX Coordinator's sole discretion and will be granted equitably to all Parties.

   If a party requests that all communication be made through their attorney Advisor instead of to the party, the School will agree to copy both the party and their Advisor on all communications. It is important to note that all other School processes and procedures will continue, and may result in contact with the Student or Employee without the Advisor being copied.

2. *What is the Advisor's role in the Resolution Process?*

   Advisors should help the Parties to prepare for each meeting and are expected to advise ethically, with integrity, and in good faith. Advisors may not provide testimony or speak on behalf of their advisee unless given specific permission to do so.

   The Parties are expected to ask and respond to questions on their own behalf throughout the Resolution Process. Although the Advisor generally may not speak on behalf of their advisee, the Advisor may consult with their advisee, either privately as needed, or by conferring or passing notes during any Resolution Process meeting or interview. For longer or more involved discussions, the Parties and their Advisors should ask for breaks to allow for private consultation.

3. *What records are shared with an Advisor?*

   Advisors are entitled to the same opportunity as their advisee to access relevant evidence, and/or the same written investigation report that accurately summarizes this evidence.

   Advisors are expected to maintain the confidentiality of the records the School shares with them, the Section of the Policy addressing Confidentiality. Advisors may not disclose any School work product or evidence the School obtained solely through the Resolution Process for any purpose not explicitly authorized by School.

   Accordingly, Advisors will be asked to sign Non-Disclosure Agreements (NDAs). The School may decline to share materials with any Advisor who has not executed the NDA. The School may restrict the role of any Advisor who does not respect the sensitive nature of the process or who fails to abide by the School's confidentiality expectations.

4. *What are the expectations of an Advisor?*

   The School generally expects an Advisor to adjust their schedule to allow them to attend School meetings/interviews when planned, but the School may change scheduled meetings/interviews to accommodate an Advisor's inability to attend, if doing so does not cause an unreasonable delay.

   The School may also make reasonable provisions to allow an Advisor who cannot be present in person to attend a meeting/interview by telephone, video conferencing, or other similar technologies.

   All Advisors are subject to the same School policies and procedures. Advisors are expected to advise their advisees without disrupting proceedings.

5. *Advisor Policy Violations*

   Any Advisor who oversteps their role as defined by the Policy, who shares information or evidence in a manner inconsistent with the Policy, or who refuses to comply with the School's established rules of decorum, will be warned. If the Advisor continues to disrupt or otherwise fails to respect the limits of the Advisor role, the meeting/interview may be ended, or other appropriate measures implemented, including the School requiring the party to use a different. Subsequently, the Title IX Coordinator will determine how to address the Advisor's non-compliance and future role.

H. Resolution Options

The Resolution Process has two options: an Informal Resolution or an Administrative Resolution Process. This is how the School addresses all forms of Protected Class Discrimination, Harassment, and Retaliation.[33] Any request to initiate either an Informal Resolution or an Administrative Resolution Process will be subject to an Initial Evaluation by the Title IX Coordinator who will determine whether the conduct and/or complaint falls under this Policy as described above.

1. Informal Resolution Process
   An informal resolution is a process that can occur, at the agreement of the Parties, and as approved by the Title IX Coordinator. The School offers four categories of Informal Resolution options as listed below.
   a. When Informal Resolution can be requested: at any time prior to the Final Determination, a Complainant or Respondent may request an Informal Resolution in writing from the Title IX Coordinator or the Title IX Coordinator may offer the Informal Resolution to the Parties.
   b. Informal Resolutions are completely voluntary. The School, through the Title IX Coordinator, will obtain voluntary, written confirmation (this may be via email) that all Parties wish to resolve the matter through Informal Resolution before moving forward and will not pressure the Parties into participating in Informal Resolution.
   c. The individual facilitating an Informal Resolution must be trained and cannot be the Investigator, Decision-maker, or Appeal Decision-maker.
   d. Informal Resolution Types
      1. Supportive Resolution: when the Title IX Coordinator can resolve the matter informally by providing supportive measures designed to remedy the situation.
      2. Educational Conversation: When the Title IX Coordinator can resolve the matter informally by having a conversation with the Respondent to discuss the Complainant's concerns and institutional expectations or can accompany the Complainant in their desire to address the Respondent directly about the conduct.

3. Accepted Responsibility: When the Respondent is willing to accept responsibility for violating Policy and is willing to agree to actions that will be enforced similarly to sanctions, and the Complainant(s) and School are agreeable to the resolution terms.
4. Alternative Resolution: When the Parties agree to resolve the matter through an alternative resolution mechanism (which could include, but is not limited to, mediation, shuttle negotiation, restorative practices, facilitated dialogue, etc.), as described below.[34]

e. Informal Resolution Process Steps

1. Informal Resolution Request: A Party requests in writing or the Title iX Coordinator offers in writing an Informal Resolution.
2. Informal Resolution Consent: The Title IX Coordinator confirms with all Parties that they consent to the Informal Resolution Process. If one party does not consent, the Informal Resolution Process does not continue.
3. Assignment of Informal Resolution Coordinator: The Title IX Coordinator assigns an Informal Resolution Coordinator (IRC) that may not be the Investigator, Decision-maker, or Appeal Officer.
4. Informal Resolution Notice: The Title IX Coordinator and/or the IRC will provide the parties a NOIA that includes:
    a. The Allegations;
    b. The requirements of the Informal Resolution Process;
    c. That prior to agreeing to the Informal Resolution, any party has the right to withdraw from the Informal Resolution Process and to initiate or resume the School's Administrative Resolution Process;
    d. That the Parties' agreement to a resolution at the conclusion of the Informal Resolution process will preclude the Parties from initiating or resuming the resolution process arising from the same allegations;
    e. The potential terms that may be requested or offered in an Informal Resolution agreement,
    f. Notification that an Informal Resolution agreement is binding only on the Parties; and
    g. What information the School will maintain, and whether and how it could disclose such information for use in its Resolution Process.
5. Next steps taken based Informal Resolution Option:
    a. Supportive Resolution
    The Title IX Coordinator will meet with the Complainant to determine reasonable supportive measures that are designed to restore or preserve the Complainant's access to the School's education program and activity. Such measures can be modified as the Complainant's needs evolve over time or circumstances change. If the Respondent has received the NOIA, the School may also provide reasonable supportive measures for the Respondent as deemed appropriate. This option is available when the Complainant does not want to engage the other resolution options, and the School does not initiate a Complaint.

    b. Educational Conversation
    The Complainant(s) may request that the Title IX Coordinator address their allegations by meeting (with or without the Complainant) with the Respondent(s) to discuss concerning behavior and institutional policies and expectations. Such a conversation is non-disciplinary and non-punitive. Respondent(s) are not required to attend such

meetings, nor are they compelled to provide any information if they attend. The conversation will be documented as the Informal Resolution for the matter, if the conversation takes place. In light of this conversation, or the Respondent's decision not to attend, the Title IX Coordinator may also implement remedial actions to ensure that policies and expectations are clear and to minimize the risk of recurrence of any behaviors that may not align with Policy.

c. Accepted Responsibility[35]

The Respondent may accept responsibility for any or all of the alleged Policy violations at any point during the Resolution Process. If the Respondent indicates an intent to accept responsibility for all alleged Policy violations, the ongoing process will be paused, and the Title IX Coordinator will determine whether Informal Resolution is an option.

If Informal Resolution is available, the Title IX Coordinator will determine whether all Parties and the School are able to agree on responsibility, restrictions, sanctions, restorative measures, and/or remedies. If so, the Title IX Coordinator implements the accepted finding that the Respondent is in violation of School Policy, implements agreed-upon restrictions and remedies, and determines the appropriate responses in coordination with other appropriate administrator(s), as necessary.

This resolution is not subject to appeal once all Parties indicate their written agreement to all resolution terms. When the Parties cannot agree on all terms of resolution, the Resolution Process will either continue or resume.

When a resolution is reached, the appropriate sanction(s) or responsive actions are promptly implemented to effectively stop the harassment or discrimination, prevent its recurrence, and remedy the effects of the discriminatory conduct, both on the Complainant and the community.

d. Alternative Resolution

The institution offers a variety of Alternative Resolution mechanisms to best meet the specific needs of the Parties and the nature of the allegations. Alternative Resolution may involve agreement to pursue individual or community remedies, including targeted or broad-based educational programming or training; supported direct conversation or interaction with the Respondent(s); indirect action by the Title IX Coordinator or other appropriate School officials; and other forms of resolution that can be tailored to the needs of the Parties. Some Alternative Resolution mechanisms will result in an agreed-upon outcome, while others are resolved through dialogue. All Parties must consent to the use of an Alternative Resolution approach, and the Parties may, but are not required to, have direct or indirect contact during an Alternative Resolution process.

The Title IX Coordinator may consider the following factors to assess whether Alternative Resolution is appropriate, or which form of Alternative Resolution may be most successful for the Parties:

- The Parties' amenability to Alternative Resolution
- Likelihood of potential resolution, considering any power dynamics between the Parties

- The nature and severity of the alleged misconduct
- Parties' motivation to participate
- Civility of the Parties
- State legal restrictions or requirements
- Results of a violence risk assessment/ongoing risk analysis
- Respondent's disciplinary history
- Whether an emergency removal or other interim action is needed
- Skill of the Alternative Resolution facilitator with this type of Complaint
- Complaint complexity
- Emotional investment/capability of the Parties
- Rationality of the Parties
- Goals of the Parties
- Adequate resources to invest in Alternative Resolution (e.g., time, staff, etc.)

The Title IX Coordinator has the authority to determine whether Alternative Resolution is available, to facilitate a resolution that is acceptable to all Parties, and/or to accept or reject the Parties' proposed resolution, usually through their Advisors, often including terms of confidentiality, release, and non-disparagement.

Parties do not have the authority to stipulate restrictions or obligations for individuals or groups that are not involved in the Alternative Resolution process. The Title IX Coordinator will determine whether additional individual or community remedies are necessary to meet the institution's compliance obligations in addition to the Alternative Resolution.

The Title IX Coordinator maintains records of any resolution that is reached and will provide notification to the Parties of what information is maintained. Failure to abide by the resolution agreement may result in appropriate responsive/disciplinary actions (e.g., dissolution of the Agreement and resumption of the Resolution Process, referral to the conduct process for failure to comply, application of the enforcement terms of the Agreement, etc.). The results of Complaints resolved by Alternative Resolution are not appealable.

If an Informal Resolution option is not available or selected, the School will initiate or continue an investigation and subsequent Resolution Process to determine whether the Policy has been violated.

2. *Administrative Resolution Process*
    a. See below at Section I for the specific details regarding the Administrative Resolution Process.
3. *Resolution Timeline*

The School will make a good faith effort to complete the Resolution Process within sixty to ninety (60-90) business days, including any appeals, which can be extended as necessary for appropriate cause by the Title IX Coordinator.[36] The Parties will receive regular updates on the progress of the Resolution Process, as well as notification and a rationale for any extensions or delays, and an estimate of how much additional time will be needed to complete the process.

Investigations are completed expeditiously, normally within sixty (60) business days, though some investigations may take longer, depending on issues such as the nature, extent, and complexity of the allegations, witness availability, law enforcement involvement, and other factors.

If a party or witness chooses not to participate in the Resolution Process or becomes unresponsive, the School reserves the right to continue it without their participation to ensure a prompt resolution. Non-participatory or unresponsive Parties retain the rights outlined in this Policy and the opportunity to participate in the Resolution Process.

The School may undertake a short delay in its investigation (several days to a few weeks) if circumstances require. Such circumstances include but are not limited to: a request from law enforcement to delay the investigation temporarily, the need for language assistance, the absence of Parties and/or witnesses, and/or health conditions. The School will promptly resume its Resolution Process as soon as feasible. During such a delay, School will continue to implement and maintain supportive measures for the Parties as deemed appropriate.

School action(s) or processes are not typically altered or precluded on the grounds that civil or criminal charges involving the underlying incident(s) have been filed or that criminal charges have been dismissed or reduced.

The School will make a good faith effort to complete the Resolution Process as promptly as circumstances permit and will communicate regularly with the Parties to update them on the progress and timing of the process.

I. Administrative Resolution Process ("ARP") Steps and Description

1. *General Description of the ARP*

   The ARP is used for all Complaints of discrimination on the basis of protected characteristics, harassment, retaliation, and other prohibited behaviors (as defined in the Policy) or when Informal Resolution is either not elected or is unsuccessful.

   The ARP consists of an investigation conducted by one individual and the hand-off of the investigation report and all relevant evidence to the Decision-maker to make a finding and determine sanctions (if applicable).

   The entire ARP (Notice to Appeal, if any, we strive to complete them in sixty to ninety (60-90) days to complete, from the time the Decision-maker's receives the Draft Investigation Report, it takes approximately thirty (30) days. The Parties will be updated regularly on the timing and any significant deviation from this typical timeline.

2. *Steps and Description of the Administrative Resolution Process.*
   1. Notice is received by the School and/or a Complaint is made. [Approximately 5 days].
   2. The Investigator is appointed and the Notice of Investigation and Allegations (NOIA) is provided to the Parties [Approximately 3 days from receipt of all information for NOIA]. For more information, please see below.
   3. The Investigation is conducted. [Approximately 30-45 days, may vary depending on a variety of factors, including number of involved parties/witnesses and their availability] For More information, please see below.
   4. The Investigator provides a copy of the Draft Investigation Report to the Title IX Coordinator.
   5. Draft Investigation Report Review: The Title IX Coordinator will provide the Draft Investigation Report to the Parties and the Decision-maker for review. This includes an opportunity for the parties to inspect and review all relevant evidence obtained during the investigation, for a review and comment period of five (5) business days so that each Party may meaningfully respond to the evidence. This also allows the Decision-maker, along with the Parties, to provide the

Investigator with a list of relevant questions that they would like asked of the Parties or any witness. Parties may choose to waive all or part of the review period. The Title IX Coordinator will also provide notice to the Parties of the Decision-maker.

a. The parties may provide a response to the Investigator about the information contained in the report.
b. The Title IX Coordinator will also request the Parties to provide a proposed list of questions to the Investigator to ask the other Party or Parties and witnesses.[37]
    i. To the extent credibility is in dispute and relevant to one or more of the allegations, questions proposed by the Parties may also explore credibility.
    ii. All party questions must be posed during this phase of the process and cannot be posed later unless authorized by the Decision-maker.
    iii. The Investigator will share all party-proposed questions with the Decision-maker, who will finalize the list with the Investigator to ensure all questions are both relevant and permissible.
c. The Decision-maker Draft Report Review:
    i. The Decision-maker may provide the Investigator with a list of relevant questions to ask the Parties and/or any witnesses.
        a. To the extent credibility is in dispute and relevant to one or more of the allegations, the questions provided by the Decision-maker may also explore credibility.
        b. The Decision-maker will meet with the Investigator to determine which questions from the Parties are relevant, permissible, and not duplicative.
    ii. Once the Decision-maker receives and reviews the file, they can recommend dismissal to the Title IX Coordinator, if they believe the grounds are met.

6. Draft Investigative Report Follow-up Meetings
    a. Investigator will lead additional meetings with the parties and witnesses to ask the questions posed by the Decision–maker and the questions proposed by the Parties identified and as approved by the Decision-maker as relevant, permissible, and not duplicative.
        i. For any question deemed not relevant, permissible, or as duplicative, the Investigator will provide a written rationale in the Final Investigative Report (as an appendix) or verbally during a recorded meeting.
    b. The record of these meetings is provided to the Parties to review, typically within three (3) business days of the last meeting. The Parties have five (5) business days to review the record and propose follow-up questions to be asked by the Investigator.
    c. The final proposed questions will be reviewed by the Decision-maker for relevance and permissibility.
7. Final Round of Meeting Questions: If deemed necessary, follow-up meetings will be conducted by the Investigator to ask the final proposed questions. This is the final round of questioning, unless leave is granted by the Decision-maker for additional questioning or the Decision-maker determines additional questioning is necessary.
8. Investigator will compile the Final Investigative Report which will:
    a. Incorporate any new, relevant evidence and information obtained in the Parties and Decision-maker's review of the Draft Investigation Report/follow-up meetings.

b. Respond in writing, to the relevant elements of the Parties response to the Draft Investigation report and incorporate relevant elements of the written responses and any necessary revisions into the Final Investigation Report.
c. Include all supporting documentation
d. The Final Investigative Report and the complete investigative file is then provided to the Title IX Coordinator.

9. Before or on the same day as transmitting the Final Investigative Report, the Title IX Coordinator will provide the Parties the ability to submit a Written impact and / or mitigation statement. The Title IX Coordinator will review the statements upon receipt to determine whether there are any immediate needs, issues, or concerns, but will otherwise hold them until after a decision maker has made determinations on the allegations. If there are any findings of a policy violation the Decision-maker will request these impact statements from the Title IX Coordinator and review them prior to determining sanctions. In the event that the Impact Statements are requested by the Decision-maker, the Title IX Coordinator will transmit a copy to each Party of the other Parties' impact statements at that time.
10. Transmission of the Final Investigation Report and Complete File. The Title IX Coordinator provides the Decision-maker with the Final Investigation Report and investigation file, including the evidence and information obtained in the Investigator-led Questioning meetings. This will not include the Impact Statements if they are received before the file is transmitted.
11. Decision-maker Determination. The Decision-maker will review the Final Investigation Report, all appendices, and investigation file. This includes the information obtained during the Draft Investigation Report Review, Draft Investigative Report Follow-up Meetings, and Final Round of Meeting Questions.
    a. If the record is incomplete, the Decision-maker may direct the investigation be re-opened. Or the Decision-maker may direct or conduct any additional inquiry they believe is necessary, including informally meeting with the Parties or any witnesses, as needed.
    b. Upon reviewing the relevant evidence, the Decision-maker may also choose to pose additional questions:
        i. To the extent credibility is in dispute and relevant to one or more of the allegations, the Decision-maker may meet individually with the Parties and witnesses to question them in order to assess their credibility. These meetings will be recorded and shared with the Parties.
        ii. At their discretion, the Decision-maker may also meet with any Party or witness to ask additional relevant questions that will aid the Decision-maker in making their findings. These meetings will be recorded and shared with the Parties.
        iii. The Decision-maker will then apply the preponderance of the evidence standard to make a determination on each of the allegations.
        iv. If the Decision-maker determines that there are findings of a Policy Violation, they will request the Impact Statements, and review them prior to determining sanctions.
        v. For more information on possible sanctions, please see below.
    c. Timeline for Decision-maker's Determination: This step generally takes approximately ten (10) business days, but this timeframe can change due to the number of variables. The Parties will be notified of any delays.

12. Later discovered false or misleading information: If it is later discovered that a Party or witness intentionally provided false or misleading information, that action may be grounds for re-opening a Resolution Process at any time, and/or referring that information to another policy and/or procedure for resolution.
13. Conclusion of Administrative Resolution Process: The Decision-maker will provide to the Title IX Coordinator a Written Determination.
    a. The written determination must include:
        i. A description of the alleged Policy violation;
        ii. Information about the Policies and Procedures used to evaluate the allegations;
        iii. The Decision-maker's evaluation of relevant and not otherwise impermissible evidence;
        iv. A determination if a Policy violation occurred; and
        v. When the Decision-maker finds that policy violations occurred:
            a. Disciplinary Sanctions imposed on the Respondent
            b. Whether remedies other than the imposition of Disciplinary Sanctions will be provided by the School to the Complainant(s); and
            c. To the extent appropriate, in cases of sex-based harassment involving students, other students identified by the School to be experiencing the effects of the sex-based harassment.
        vi. Procedures for the Parties to Appeal the Written Determination.
14. Notice of Outcome: within ten (10) business days of the conclusion of the ARP, the Title IX Coordinator provides the Parties with a written outcome notification. The Written Determination by the Decision-maker to the extent that the School is permitted to share pursuant to state or federal law. This Written Determination and Notice of Outcome will also detail the Parties' equal rights to appeal, the grounds for appeal, the steps to request an appeal, and when the determination is considered final if neither Party appeals.
    a. The Notice of Outcome will be provided to the Parties simultaneously or without significant time delay between notifications.
    b. The Notice of Outcome may be delivered by one or more of the following methods: in person, mailed to the local and/or permanent address of the Parties as indicated in official School records, or emailed to the Parties' email on file. Once mailed, emailed, and/or received in person, the Notification of Outcome is presumptively delivered.

3. *Notice of Investigation and Allegations ("NOIA")*
    a. <u>When is a NOIA issued?</u>
    Before beginning the ARP, including the investigation portion of that process, the Title IX Coordinator will provide the Parties with a detailed written NOIA. Amendments and updates to the NOIA may be made as the investigation progresses and more information becomes available regarding the addition or dismissal of various allegations. For climate/culture investigations that do not have an identifiable Respondent, the NOIA will be sent to the department/office/program head for the area/program being investigated.

    In the event that an investigation has started, but the School determines that additional allegations of prohibited behavior under this Policy by the Respondent toward the Complainant

will be investigated that are not included in the initial NOIA, the School will provide a supplemental NOIA that notifies the Parties of the additional allegations.

b. Investigator Appointment

Upon determination that an ARP will take place, the Title IX Coordinator appoints an Investigator to conduct the Investigation portion of the ARP. Notice of the selected individual is provided in the NOIA as outlined below. The Investigator may be part of the Resolution Process Pool, or any other properly trained individual, at the discretion of the School.

c. What will a NOIA typically include?

1. A meaningful summary of all allegations
2. The identity of the involved Parties (if known)
3. The precise misconduct being alleged
4. The date and location of the alleged incident(s) (if known)
5. The specific policies/offenses implicated
6. A description of, link to, or copy of the applicable policy and procedures
7. A statement that the Parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence
8. The name(s) of the Investigator(s), along with a process to identify to the Title IX Coordinator, in advance of the interview process, any conflict of interest that the Investigator(s) may have
9. A statement that:
    1. the School presumes the Respondent is not responsible for the reported misconduct unless and until the evidence supports a different determination
    2. determinations of responsibility are made at the conclusion of the process and that the Parties will be given an opportunity during the review and comment period to inspect and review all relevant evidence
    3. retaliation is prohibited
10. Information about the confidentiality of the process, including that the Parties and their Advisors (if applicable) may not share information or materials obtained through the ARP
11. A statement that the Parties may have an Advisor of their choice who may accompany them through all steps of the ARP
12. A statement informing the Parties that the School's Policy prohibits knowingly making false statements, including knowingly submitting false information during the ARP
13. Information on how a Party may request disability accommodations during the ARP
14. A link to the School's VAWA Brochure (if Sexual Violence, Dating Violence, Domestic Violence and/or Sex-based Stalking are indicated)
15. An instruction to preserve any evidence that is directly related to the allegations[38]

d. How will the NOIA be delivered?

Notification will be made in writing and may be delivered by one or more of the following methods: in person, mailed to the local or permanent address(es) of the Parties as indicated in official School records, or emailed to the Parties' email account on file. Once mailed, emailed, and/or received in person, the notification will be presumptively delivered.

e. Consolidation

The School may consolidate Complaints against more than one Respondent, or by more than one Complainant against one or more Respondents, when the allegations arise from the same facts or circumstances or implicate a pattern, collusion, and/or other shared or similar actions

4. *Investigation*

a. General Investigation Information

1. How Are Investigations Conducted?
   All investigations are adequate, thorough, reliable, impartial, prompt, and fair. They involve interviews with all relevant Parties and witnesses, obtaining relevant evidence, and identifying sources of expert information, as necessary.
2. Verification of Materials and Testimony
   After an interview, Parties and witnesses will be asked to verify the accuracy of the recording, transcript, or summary of their interview. They may submit changes, edits, or clarifications. If the Parties or witnesses do not respond within the time period designated for verification, objections to the accuracy of the recording, transcript, or summary will be deemed to have been waived, and no changes will be permitted.
3. General Description of Investigation Steps
   The Investigator(s) may include, but are not limited to the following steps, if not already completed, and not necessarily in this order:
   a. Determine the identity and contact information of the Complainant.
   b. Identify all policies implicated by the alleged misconduct and notify the Complainant and Respondent of all specific policies implicated.
   c. Assist the Title IX Coordinator, if needed, with conducting a prompt initial evaluation to determine if the allegations indicate a potential Policy violation.
   d. Work with the Title IX Coordinator, as necessary, to prepare the initial NOIA. The NOIA may be amended with any additional or dismissed allegations.
   e. Commence a thorough, reliable, and impartial investigation by identifying issues and developing a strategic investigation plan, including a witness list, evidence list, intended investigation timeframe, and order of interviews for the Parties and witnesses.
   f. When participation of a Party is expected, provide that Party with written notification of the date, time, and location of the meeting, as well as the expected participants and purpose.
   g. Make good faith efforts to notify each Party of any meeting or interview involving another party, in advance when possible.
   h. Interview the Complainant and the Respondent and conduct follow-up interviews with each, as necessary.
   i. Interview all available, relevant witnesses and conduct follow-up interviews as necessary.
   j. Provide each interviewed party and witness an opportunity to review and verify the Investigator's summary notes (or transcript or recording) of the relevant evidence/ testimony from their respective interviews and meetings.
   k. Allow each party the opportunity to suggest witnesses and questions they wish the Investigator(s) to ask of another party and/or witnesses. Document in the investigation report which questions were asked, with a rationale for any changes or omissions.

l. Where possible, complete the investigation promptly and without unreasonable deviation from the intended timeline.
m. Provide the Parties with regular status updates throughout the investigation.
n. Prior to the conclusion of the investigation, provide the Parties and their respective Advisors with a list of witnesses whose information will be used to render a finding.
o. Ask the Parties to provide a list of questions they would like asked of the other party or any witnesses. The Investigator will ask those questions deemed relevant, and for any question deemed not relevant, will provide a rationale for not asking the question.
p. Write a draft investigation report that gathers, assesses, and synthesizes the evidence, accurately summarizes the investigation, and party and witness interviews, and provides all relevant evidence.
q. Provide the Parties and their respective Advisors an electronic copy of the draft investigation report as well as an opportunity to inspect and review all relevant evidence obtained as part of the investigation for a review and comment period of five (5) business days so that each party may meaningfully respond to the evidence. The Parties may elect to waive all or part of the review period.
r. The Investigator may share the investigation report with the Title IX Coordinator and/or legal counsel for their review and feedback.

b. Witness Role and Participation in the Investigation

1. Employees: Employees (not including Complainant and Respondent) are required to cooperate with and participate in the School's investigation and Resolution Process.
2. Students: Student witnesses and witnesses from outside the School community cannot be required to participate but are encouraged to cooperate with School investigations and to share what they know about a Complaint.
3. Interviews and Written Statements: Interviews may be conducted in person, via online video platforms (e.g., Zoom, Microsoft Teams, FaceTime, WebEx, etc.), or, in limited circumstances, by telephone. The School will take appropriate steps to ensure the security/privacy of remote interviews.

   Parties and witnesses may also provide written statements in lieu of interviews or choose to respond to written questions, if deemed appropriate by the Investigator(s), though not preferred.

c. Interview Recording

It is standard practice for Investigators to create record of all interviews pertaining to the Resolution Process (other than Informal Resolution meetings). Please note that intake interviews conducted before the Notice is issued may not be recorded. The Parties may review copies of their own interviews, upon request. No unauthorized audio or video recording of any kind is permitted during investigation meetings. If an Investigator(s) elects to audio and/or video record interviews, all involved individuals should be made aware of audio and/or video recording.

All interviews are recorded. The recording and/or transcript of those meetings will be provided to the Parties for their review, after which the Parties may pose additional questions to each other. Those subsequent meetings or interviews are also recorded and/or transcribed and shared with the Parties.

5. Respondent Admits Responsibility

At any point in the proceedings, if a Respondent elects to admit to the charged violations and waive further process, the Decision-maker is authorized to accept that admission, adopt it as their finding/

final determination, and administer sanctions. This would also waive all rights to appeal for the Respondent. If the Respondent rejects the finding/final determination/sanctions, or does not admit to all conduct charged, the Resolution Process continues to its conclusion.

6. Sanctioning

   In the event that the Decision-maker's Final Determination is that the Respondent violated Policy, factors considered by the Decision-maker when determining a sanction or remedies action may include, but are not limited to:

   - The nature, severity of, and circumstances surrounding the violation(s)
   - The need for sanctions/responsive actions to bring an end to the discrimination, harassment, and/or retaliation
   - The need for sanctions/responsive actions to prevent the future recurrence of discrimination, harassment, and/or retaliation
   - The need to remedy the effects of the discrimination, harassment, and/or retaliation on the Complainant and the community
   - The impact on the Parties
   - Any other information deemed relevant by the Decision-maker(s)

   The sanctions will be implemented as soon as it is feasible once a determination is final, either upon the outcome of any appeal or the expiration of the window to appeal, without an appeal being requested.

   The sanctions described in this Policy are not exclusive of, and may be in addition to, other actions taken, or sanctions imposed, by external authorities.

   a. Student Sanctions

      The following are the common sanctions that may be imposed on Students singly or in combination when the Final Determination finds the Student(s) engaged in policy violations:

      - *Coaching*: A formal statement, documented on the Future Professional Advisory that the conduct was unacceptable, and a warning that further violation of any School policy, procedure, or directive will result in additional coaching sessions (sanctions) or responsive actions.
      - *Restrictions*: A Student may be restricted in their activities, including, but not limited to, being restricted for certain locations, programs, participation in certain activities or extracurricular activities, eligibility for honors, or from holding leadership in student clubs.
      - *Probation:* A warning that further violation of any School policy, procedure or directive will result in more severe sanctions/responsive actions, including termination.
      - *Suspension:* Termination of the Student status for a definite period of time, typically not to exceed two years, after which a student is eligible to return. Includes the revocation of the right to be on campus for any reason or to attend School-sponsored events. Eligibility may be contingent upon satisfaction of specific conditions noted at the time of suspension, on successfully applying for readmission, or upon a general condition that the student is eligible to return if the School determines it is appropriate to re-enroll/re-admit the student. The student may or may not be eligible to transfer in previously earned hours, based on state requirements.

- *Termination:* Permanent removal (termination) of the Student from their enrolled program and ineligibility to enroll in any other program on campus. Includes the revocation of rights to be on campus for any reason or to attend School-sponsored events.
- *Other actions:* In addition to or in place of the above sanctions, the school may assign any other sanctions deemed appropriate.

b. Student Club or Student Organization Sanctions

The following are the common sanctions that may be imposed on Student Clubs singly or in combination when the Final Determination finds the Student Club(s) engaged in policy violations:

- *Warning:* A formal statement that the conduct was unacceptable and a warning that further violation of any School Policy, procedure, or directive will result in more severe sanctions/ responsive actions.
- *Removal of Club Members or Leadership:* restriction from participation for individuals found to have participated in the behavior.
- *Other Actions*: In addition to or in place of the above sanctions, the School may assign any other sanction deemed appropriate.

c. Employee Sanctions, Responsive/Corrective Action Plans

The following are common sanctions and responsive/corrective actions that may be imposed on Employees singly or in combination when the Final Determination finds the Employee(s) engaged in policy violations:

- Verbal or Written Warning
- Performance Improvement Plan or Management Process
- Enhanced Supervision, Observation, or Review
- Required Counseling
- Required Training or Education
- Probation
- Denial of Pay Increase/Pay Grade
- Loss of Oversight or Supervisory Responsibility
- Demotion
- Transfer
- Shift or Schedule Adjustments
- Reassignment
- Delay of Promotional Opportunities
- Assignment of New Supervisor
- Restriction on Travel and/or Professional Development Resources
- Restriction of Bonus Pay
- Suspension (Administrative Leave with Pay)
- Suspension (Administrative Leave without Pay)
- Termination
- Other Actions: In addition to or in place of the above sanctions/responsive actions, the School may assign any other action it deems appropriate.

7. *Non-Participation in the ARP and/or Withdrawal or Resignation Before Completion of Resolution Process*

a. Students

1. Non-Participation of Respondent
   Should a student Respondent decide not to participate in the Resolution Process, the process proceeds absent their participation to a reasonable resolution.

2. Withdrawal or Resignation
   If a student Respondent withdraws from the School, the Resolution Process may continue, or Title IX Coordinator may exercise their discretion to dismiss the Complaint. If the Complaint is dismissed, School will still provide reasonable supportive or remedial measures as deemed necessary to address safety and/or remedy any ongoing effects of the alleged harassment, discrimination, and/or retaliation.

   Regardless of whether the Complaint is dismissed or pursued to completion of the Resolution Process, School will continue to address and remedy any systemic issues or concerns that may have contributed to the alleged violation(s), and any ongoing effects of the alleged discrimination, harassment, and/or retaliation.

   When a student withdraws or leaves while the process is pending, the student may not return to the School in any capacity until the Complaint is resolved and any sanctions imposed are satisfied. If the student indicates they will not return, the Title IX Coordinator has discretion to dismiss the Complaint. Admissions and the Director will be notified accordingly.

   If the student Respondent takes a leave for a specified period of time (e.g., one semester or term), the Resolution Process may continue remotely. If found in violation, that student is not permitted to return to School unless and until all sanctions, if any, have been satisfied.

b. Employees

1. Effect of Nonparticipation of Respondent
   Should an employee Respondent decide not to participate in the Resolution Process, the process proceeds absent their participation to a reasonable resolution.

2. Resignation or Termination of Employment
   If an employee Respondent withdraws from the School with unresolved allegations pending, the Resolution Process may continue, or Title IX Coordinator may exercise their discretion to dismiss the Complaint. If the Complaint is dismissed, the School may still provide reasonable supportive or remedial measures as deemed necessary to address safety and/or remedy any ongoing effects of the alleged discrimination, harassment, and/or retaliation.

   When an employee resigns and the Complaint is dismissed, the employee may not return to the School in any capacity. Necessary personnel within the School, including the Director and/or Owners will be notified, accordingly, and a note will be placed in the employee's file that they resigned with allegations pending and are not eligible for academic admission or rehire with the School. The records retained by the Title IX Coordinator will reflect that status.

8. *Appeal of Determination*

   a. Appeal Grounds

      Appeals are limited to the following grounds:

      1. A procedural irregularity that would change the outcome.
      2. New evidence that would change the outcome and that was not reasonably available at the time the determination regarding responsibility or dismissal was made.
      3. The Title IX Coordinator, Investigator(s), or Decision-maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the specific Complainant or Respondent that would change the outcome.

   b. Request for Appeal

      Any Party may submit a written request for appeal ("Request for Appeal") to the Title IX Coordinator within five (5) business days of the delivery of the Notice of Outcome. The form for appeal will be provided with the Notice of Outcome.

      Upon receipt of a timely submitted appeal, the Title IX Coordinator will Designate a trained Appellate Decision-maker and transmit the Request for Appeal to them. No Appellate Decision-maker will have been previously involved in the resolution process for the complete, including any supportive measure or dismissal appeal that may have been heard earlier in the process.

      The Appellate Decision-maker will first determine if the Request for Appeal provides the necessary information to meet the grounds in this Policy. If the grounds are not met, the request will be denied by the Appellate Decision-maker, and the Parties and their Advisors will be simultaneously notified in writing of the denial and the rationale.

      If any of the grounds in the Request for Appeal meet the grounds in this Policy, then the Appellate Decision-maker will notify all Parties and their Advisors, the Title IX Coordinator, and, when appropriate, the Investigator(s) and/or the original Decision-maker by transmitting a copy of the Request for Appeal with the approved grounds and then will be provided with five (5) business days to submit a response to the portion of the Appeal that has been approved to proceed and involves that person(s) (these are called Appeal Responses).

      Upon receipt of the Request for Appeal by the non-appealing party (if any), the non-appealing party may also choose to appeal at this time. If so, that Request for Appeal will be reviewed by the Appellate Decision-maker to determine if it meets the grounds in this Policy and will either be approved or denied. If approved, it will be forwarded to the party who initially requested an appeal, the Title IX Coordinator, and the Investigator(s) and/or original Decision-maker, as necessary, who will submit their responses, if any, within five (5) business days. Any such responses will be circulated for review and comment by all Parties. If denied, the Parties will be notified accordingly, in writing.

      Upon receipt of the Appeal Responses, the Appellate Decision-maker will forward all responses, if any, to all Parties for review and comment. These are the Appeal Replies. No additional responses or replies will be permitted after this time.

      No party may submit any new Requests for Appeal after this time period. The Appellate Decision-maker will collect any additional information needed and all documentation regarding the approved appeal grounds, and the subsequent responses Appellate Decision-maker who will promptly render a decision following the below steps.

c. Appeal Determination Process

In most cases, appeals are confined to a review of the written documentation or record of the original determination and pertinent documentation regarding the specific appeal grounds. The Appellate Decision-maker will deliberate as soon as is practicable and discuss the merits of the appeal.

Appeal decisions are to be deferential to the original determination, making changes to the finding only when there is clear error and to the sanction(s)/responsive action(s) only if there is a compelling justification to do so. All decisions apply the preponderance of the evidence standard.

An appeal is not an opportunity for the Appeal Panel or Decision-makers to substitute their judgment for that of the original Decision-maker merely because they disagree with the finding and/or sanction(s).

The Appeal Panel or Decision-maker may consult with the Title IX Coordinator and/or legal counsel on questions of procedure or rationale, for clarification, if needed. The Title IX Coordinator will maintain documentation of all such consultation.

d. Appeal Outcome

An appeal may be granted or denied. Appeals that are granted should normally be remanded (or partially remanded) to the original Investigator(s) and/or Decision-maker with corrective instructions for reconsideration. In rare circumstances where an error cannot be cured by the original Investigator(s) and/or Decision-maker or the Title IX Coordinator (as in cases of bias), the Appellate Decision-maker may order a new investigation and/or a new determination with new Pool members serving in the Investigator and Decision-maker roles.

A Notice of Appeal Outcome letter will be sent to all Parties simultaneously, or without significant time delay between notifications. The Appeal Outcome will specify the finding on each ground for appeal, any specific instructions for remand or reconsideration, any sanction(s) that may result (which the School is permitted to share according to federal or state law), and the rationale supporting the essential findings to the extent the School is permitted to share under federal or state law.

Written notification may be delivered by one or more of the following methods: in person, mailed to the local or permanent address of the Parties as indicated in official institutional records, or emailed to the account on file with the School. Once mailed, emailed, and/or received in person, the Appeal Outcome will be presumptively delivered.

Once an appeal is decided, the outcome is final and constitutes the Final Determination; further appeals are not permitted, even if a decision or sanction is changed on remand (except in the case of a new determination). When appeals result in no change to the finding or sanction, that decision is final. When an appeal results in a new finding or sanction, that finding or sanction can be appealed one final time on the grounds listed above and in accordance with these procedures.

If a remand results in a new determination that is different from the appealed determination, that new determination can be appealed, once, on any of the five available appeal grounds.

e. Sanction Status During Appeal

Any sanctions imposed as a result of the determination are not implemented during the appeal process, and supportive measures may be maintained or reinstated until the appeal determination is made.

For Student Respondents, if any of the sanctions are to be implemented immediately post-determination, but pre-appeal, then the emergency removal procedures (detailed above) for a "show cause" meeting on the justification for doing so must be permitted within two (2) business days of implementation.

For Employee Respondents, the School may determine that they will follow applicable leave policies pending appeal.

9. *Sanctions, Long Term Remedies, and Other Actions*

   a. Implementation

   Following the conclusion of the Resolution Process, and in addition to any sanctions implemented or Informal Resolution terms, the Title IX Coordinator may implement additional long-term remedies or actions with respect to the Parties and/or the School community that are intended to stop the discrimination, harassment, and/or retaliation, remedy the effects, and prevent recurrence.

   These remedies/actions may include, but are not limited to:

   - Referral to external counseling and health services
   - Referral to the Employee Assistance Program
   - Program and registration adjustments, such as retroactive withdrawals
   - Education to the individual and/or the School community
   - Permanent alteration of work arrangements for employees
   - Provision of campus safety escorts
   - Climate surveys
   - Policy modification and/or training
   - Implementation of long-term contact limitations between the Parties
   - Implementation of adjustments to academic deadlines, program enrollment, etc.

   At the discretion of the Title IX Coordinator, certain long-term supportive measures may also be provided to the Parties even if no Policy violation is found.

   When no Policy violation is found, the Title IX Coordinator will address any remedies for the Respondent, on behalf of the School, to ensure there is not an effective denial of educational access.

   The School will maintain the confidentiality of any long-term remedies/actions/measures, provided confidentiality does not impair the School's ability to provide the necessary remedies/actions/measures.

   b. Failure to Comply with Sanctions, Responsive Actions and/or Informal Resolution Terms

   All Respondents are expected to comply with the assigned sanctions, responsive actions, corrective actions, and/or Informal Resolution terms within the timeframe specified by the final Decision-maker(s), including the Appellate Decision-maker or the Informal Resolution Agreement.

   Failure to abide by the sanction(s)/action(s) imposed by the date specified, whether by refusal, neglect, or any other reason, may result in additional sanction(s)/action(s), including suspension, expulsion, and/or termination from the School.

   Supervisors are expected to enforce the completion of sanctions/responsive actions for their employees.

A suspension imposed for non-compliance with sanctions will only be lifted when compliance is achieved to the Title IX Coordinator's satisfaction.

J. Recordkeeping and Involved Parties

1. *Institutional Recordkeeping*

   For a period of at least seven (7) years following the conclusion of the Resolution Process, the School will maintain records of:

   a. Each discrimination, harassment, and retaliation resolution process, including any Final Determination regarding responsibility or appeal, and any audio or audiovisual recording or transcript required under federal regulation
   b. Any disciplinary sanctions imposed on the Respondent
   c. Any supportive measures provided to the Parties and any remedies provided to the Complainant or the community designed to restore or preserve equal access to the School's education program or activity
   d. Any appeal and the result therefrom
   e. Any Informal Resolution and the result therefrom
   f. All materials used to provide training to individuals involved in the Title IX Process and Procedures, including: Title IX Coordinator and designees, Investigators, Decision-makers, Appeal Decision-makers, Informal Resolution Facilitator, and any person who is responsible for implementing the School's Resolution Process, or who has the authority to modify or terminate supportive measures. The School will make these training materials available for review upon request.
   g. All materials used to train all employees consistent with the requirements in the Title IX Regulations.

   School will also maintain any and all records in accordance with state and federal laws. Please see Appendix A for the Protected Class Nondiscrimination Policy and Procedure Record Maintenance and Access Policy.

K. Evidentiary Considerations

1. *Relevance*

   Relevant evidence is that which may aid in determining whether the allegation occurred, or whether the behavior constitutes a violation of Policy.

   The Investigator(s) and the Decision-maker(s) will only consider evidence that is deemed relevant and not otherwise impermissible.

2. *Impermissible Evidence*

   Impermissible evidence is defined as evidence that relates to both Party's sexual interests and their prior or subsequent sexual conduct, unless 1) evidence about the party's prior sexual conduct is offered to prove that someone other than the Respondent committed the alleged conduct, or 2) is evidence about specific incidents of the Complainant's prior sexual conduct with the Respondent that is offered to prove consent. Pursuant to California CA Educ. Code, § 66281.8, impermissible evidence also includes sexual conduct by the Complainant with the Respondent that occurs subsequent to the allegations.

   The fact of prior consensual sexual conduct occurred between the Complainant and Respondent does not by itself demonstrate or imply the Complainant's consent or preclude a determination that sex-

based harassment occurred. Likewise, a previous or subsequent dating relationship between the Complainant and the Respondent will not be considered, unless the evidence is relevant to how the parties communicated consent in prior or subsequent consensual sexual relations. Prior to allowing the consideration of any evidence provided under this section, the investigator(s) or decision-maker(s) will provide a written explanation to the parties as to why the evidence is consistent with this clause.

3. *Previous Disciplinary Action of the Respondent*
   Previous disciplinary action of any kind involving the Respondent may not be considered unless there is an allegation of a pattern of misconduct. Such information may also be considered in determining an appropriate sanction upon a determination of responsibility. Barring a pattern allegation, this information is only considered at the sanction stage of the process and is not shared until then.

4. *Character Evidence*
   Within the limitations stated above, the investigation and determination can consider character evidence, if offered, but that evidence is unlikely to be relevant unless it is fact evidence or relates to a pattern of conduct.

L. Accommodations and Support During the Resolution Process

1. *Disability Accommodations*
   The School is committed to providing reasonable accommodations and support to qualified students, employees, or others with disabilities to ensure equal access to the School's Policy and Resolution Process options. Anyone needing such accommodations or support should contact the Title IX Coordinator who provide the ADA Coordinator with the information they have. The ADA Coordinator may require additional documentation for an ADA Accommodation and will follow the published policy that is available here: will, in consultation with the Title IX Coordinator and with the person requesting the accommodation, determine

2. *Other Supportive Mechanisms*
   The School will also address reasonable requests for support for the Parties and witnesses, including:
   - Language services/Interpreters
   - Access and training regarding use of technology throughout the Resolution Process
   - Other support as deemed reasonable and necessary to facilitate participation in the Resolution Process

M. Administrative Process Resolution Team and Impartiality
   The Administrative Resolution Process ("Process") relies on a group of trained individuals to carry out the Process "Resolution Process Pool". This group may include external, trained third-party neutral professionals that may be designated on an as needed basis and also be used to serve in this role.

1. *Resolution Process Pool Training*
   The Resolution Process Pool, including external individuals hired to act in this capacity, will receive annual training as required by the relevant regulations related to their respective roles, including additional training elements specific to Title IX. For additional information about Resolution Process Pool Training received, please contact the Title IX Coordinator.

2. *Ensuring Impartiality*
   Any individual materially involved in the administration of the Resolution Process, including the Title IX

Coordinator, Investigator(s), and Decision-maker(s), may neither have nor demonstrate a conflict of interest or bias for a party generally, or for a specific Complainant or Respondent.

The Title IX Coordinator will vet the assigned Investigator(s), Decision-maker(s), and Appeals officers for impartiality by ensuring there are no actual or apparent conflicts of interest or disqualifying biases. At any time during the Resolution Process, the Parties may raise a concern regarding bias or conflict of interest, in writing to the Title IX Coordinator, and the Title IX Coordinator will determine whether the concern is reasonable and supportable. If so, another person will be assigned, and the impact of the bias or conflict, if any, will be remedied. If the source of the conflict of interest or bias is the Title IX Coordinator, concerns should be raised with the Director.

The Administrative Resolution Process involves an objective evaluation of all available relevant and not otherwise impermissible evidence, including evidence that supports that the Respondent engaged in a Policy violation and evidence that supports that the Respondent did not engage in a Policy violation. Credibility determinations may not be based solely on an individual's status or participation as a Complainant, Respondent, or witness. All Parties have a full and fair opportunity, through the investigation process, to suggest witnesses and questions, to provide evidence, and to receive a written investigation report that accurately summarizes this evidence.

N. Statement of the Parties Rights under the Protected Class Nondiscrimination Policy and Procedures

Under this Protected Class Nondiscrimination Policy and Procedures, the Parties have the right to:

- An equitable investigation and resolution of all credible allegations of prohibited protected class discrimination, harassment, retaliation, and other prohibited behaviors, when reported in good faith to School officials.
- Timely written notice of all alleged violations, including the identity of the Parties involved (if known), the specific misconduct being alleged, the date and location of the alleged misconduct (if known), the implicated Policies and procedures, and possible sanctions.
- Timely written notice of any material adjustments to the allegations (e.g., additional incidents or allegations, additional Complainants) by updating the Notice of Investigation and Allegation(s) (NOIA) as needed to clarify potentially implicated Policy violations.
- Be informed in advance of any School public release of information regarding the allegation(s) or underlying incident(s), whenever possible.
- Have all personally identifiable information protected from the School's release to the public without consent, except to the extent permitted by law.
- Be treated with respect by School officials.
- Have the School's Policy and these procedures followed without material deviation.
- Voluntarily agree to resolve allegations under this Policy through Informal Resolution without School pressure, if Informal Resolution is approved by the Title IX Coordinator.
- Not be discouraged by School officials from reporting discrimination, harassment, retaliation, and other prohibited behavior to both on-campus and off-campus authorities.
- Be informed of options to notify proper law enforcement authorities, including on-campus and local police, and the option(s) to be assisted by the School in notifying such authorities, if the party chooses. This also includes the right to not be pressured to report.
- Have allegations of violations of this Policy responded to promptly and with sensitivity by School officials.
- Be informed of available supportive measures, such as counseling, advocacy, health care, student financial aid, visa and immigration assistance, and/or other services, both on-campus and in the community.

- A School-implemented no-contact order or a no-trespass order against a non-affiliated third party when a person has engaged in or threatens to engage in stalking, threatening, harassing, or other improper conduct based on an individual's protected characteristic(s).
- Be informed of available assistance in changing academic and/or employment situations after an alleged incident of protected class discrimination, harassment, and/or retaliation, if such changes are reasonably available. No formal report, or investigation, either institutional or criminal, needs to occur for this option to be available. Such actions may include, but are not limited to:
    - Changing an employee's work environment (e.g., reporting structure, office/workspace relocation)
    - Changing academic environment (e.g. changing schedules without penalty)
    - Transportation assistance
    - Referral to Visa/immigration assistance
    - Rescheduling or adjusting internal deadline
    - Receiving a withdrawal from a program
    - Changing Program Schedules
    - Temporary leave of absence (may be retroactive)
    - Campus safety escorts
    - Alternative course completion options (please note that accreditation restrictions may apply to the alternative options available).
- Have the School maintain supportive measures for as long as necessary and for supportive measures to remain confidential, provided confidentiality does not impair the School's ability to provide the supportive measures.
- Receive sufficiently advanced written notice of any School meetings or interviews involving another party, when possible.
- Identify and have the Investigator(s) and/or Decision-maker question relevant available witnesses, including expert witnesses.
- Provide the Investigator(s)/Decision-maker with a list of questions that, if deemed relevant and permissible by the Investigator(s)/Decision-maker, may be asked of any party or witness.
- Have Complainant's inadmissible sexual interests/prior sexual history or any Party's irrelevant character evidence excluded by the Decision-maker.
- Access the relevant evidence obtained and respond to that evidence.
- A fair opportunity to provide the Investigator(s) with their account of the alleged misconduct and have that account be on the record.
- Receive a copy of all relevant and permissible evidence obtained during the investigation, subject to privacy limitations imposed by federal and state law and be given five (5) business days to review and comment on the evidence.
- The right to receive a copy of the Final Investigation Report, including all factual, Policy, and/or credibility analyses performed, and to have at least five (5) business days to review the report prior to the determination.
- Be informed of the names of all witnesses whose information will be used to make a finding, in advance of that finding, when relevant.
- Regular status updates on the investigation and/or Resolution Process.
- Have reports of alleged Policy violations addressed by Resolution Process Pool members who have received relevant annual training as required by law.
- A Decision-making panel that is not single-sex in its composition, if a panel is used.
- Preservation of confidentiality/privacy, to the extent possible and permitted by law.
- Meetings, interviews, and/or hearings that are closed to the public.

- Petition that any School representative in the process be recused on the basis of disqualifying bias and/or conflict of interest.
- Be able to select an Advisor of their choice to accompany and assist the party in all meetings and/or interviews associated with the Resolution Process.
- Apply the appropriate standard of proof, preponderance of the evidence , to make a Finding and Final Determination after an objective evaluation of all relevant and permissible evidence.
- Be present, including presence via remote technology, during all testimony given and evidence presented during any hearing (if relevant).
- Have an impact and/or mitigation statement considered by the Decision-maker following a determination of responsibility for any allegation, but prior to sanctioning.
- Be promptly informed of the Resolution Process finding(s) and sanction(s) (if any) and be given a detailed rationale of the decision (including an explanation of how credibility was assessed) in a written outcome letter delivered to the Parties simultaneously (without undue delay).
- Be informed in writing of when a School decision is considered final and any changes to the Final Determination or sanction(s) that occur post outcome letter delivery.
- Be informed of the opportunity to appeal the Resolution Process finding(s) and sanction(s), and the procedures for doing so in accordance with the School's grounds for appeal. A fundamentally fair resolution as defined in these procedures. Notice to the School of Allegations or Complaint

O. Revision of these Procedures

These procedures succeed any previous procedures addressing protected class discrimination, harassment, and retaliation for incidents occurring on or after August 1, 2024. The Title IX Coordinator will regularly review and update these procedures. The School reserves the right to make changes to this document as necessary, and once those changes are posted online, they are in effect.

If governing laws or regulations change, or court decisions alter, the requirements in a way that impacts this document, this document will be construed to comply with the most recent governing laws or regulations or court holdings.

This document does not create legally enforceable protections beyond the protections of the background state and federal laws that frame such policies and codes, generally.

[28] If circumstances require, the Director or Title IX Coordinator will designate another person to oversee the Resolution Process, at their discretion, or if an allegation is made about the Title IX Coordinator or the Title IX Coordinator is otherwise unavailable, unable to fulfill their duties, or have a conflict of interest.

[29] CA Educ. Code, § 66281.8

[30] In the event that the Title IX Coordinator is able to honor Complainant's request, the Title IX Coordinator will still take reasonable steps to limit the effects of any alleged discrimination and ensure the Complainant's safety. These steps may include increased monitoring, supervision, or security at locations or activities where the alleged misconduct occurred; providing additional training and education materials for students and employees; or conducting climate surveys regarding sexual violence. CA Educ. Code, § 66281.8.

[31] A Complaint is “an oral or written request to the School that can objectively be understood as a request for the School to investigate through the Administrative Resolution Process and make a determination about the alleged Policy violation(s).” If the Complainant makes a report, but requests no action, that does not constitute a Complaint for the purposes of dismissal.

[32] “Available” means the party cannot insist on an Advisor who simply doesn’t have inclination, time, or availability. Also, the Advisor cannot have institutionally conflicting roles, such as being an administrator who has an active role in the matter, or a supervisor who must monitor and implement sanctions. Additionally, choosing an Advisor who is also a witness in the process creates potential for bias and conflicts of interest. A party who chooses an Advisor who is also a witness can anticipate that issues of potential bias will be explored by the Decision-maker(s).

[33] The Resolution Process, including investigation and adjudication through an Administrative Resolution, is not an adversarial process between a Complainant, a Respondent, and any witnesses. The University, not any party, has the burden to gather evidence and determine whether a policy violation occurred. The Complainant does not have a burden to prove, nor does the Respondent have the burden to disprove, any underlying allegations.

[34] Mediation will not be used in the case of complaints alleging sexual assault, dating violence, domestic violence, and stalking. Likewise, mandated mediation is prohibited under this Policy and CA Educ. Code, § 66281.8.

[35] Below, there is a process to waive the decision-making step of the Administrative Resolution Process if a Respondent decides to admit to charged Policy Violations. While these sections are similar, there are meaningful differences. In this section the Parties must agree to the resolution and the Respondent agrees to comply with the terms to which the Parties agree as sanctions. In contrast, the Administrative Resolution Process Waiver is unilateral. Neither the Complainant nor the Title IX Coordinator determine eligibility. It is the Respondent waiving their right to the process steps and admitting the Policy Violation and accepting the sanctions as assigned by the Decisionmaker if they choose to. No Complainant approval is required in this circumstance.

[36] The School will not unreasonably deny a student party’s request for an extension of a deadline related to a complaint during periods of examinations or school closures. CA Educ. Code, § 66281.8.

[37] In California, repetitive, irrelevant, or harassing questions of any party or witness are prohibited.

[38] Please note that a statement that any evidence available but not disclosed during the investigation might not be considered at a subsequent hearing if intentionally withheld.

XXII. **Policy Effective Date**

This Policy and these Procedures are effective on August 1, 2024. If circumstances change and this policy is no longer compliant, we can make changes and/or revert to the previous policy.

Protected Class Nondiscrimination Policy and Procedures

APPENDIX A:

Protected Class Nondiscrimination Policy and Procedures Record Maintenance and Access Policy

Policy Scope

This Policy covers records maintained in any medium that are created pursuant to the School’s Protected Class Nondiscrimination Policy and Procedures and/or the regular business of the School’s Title IX/Nondiscrimination Office. All such records are considered private or confidential by the Title IX/Nondiscrimination in accordance with FERPA and the directive from the Department of Education to maintain the confidentiality of records related to discrimination,

harassment, and retaliation. These records may be shared internally with those who have a legitimate educational interest and will be shared with the Parties to a Complaint under applicable federal and/or state law. The Title IX Coordinator controls the dissemination and sharing of any records under its control.

Types of Records Covered Under this Policy

Records pertaining to the Protected Class Nondiscrimination Policy and Procedures include, but are not limited to:

- The Complaint
- NOIAs
- Documentation of notice to the institution, including incident reports
- Anonymous reports later linked to a specific incident involving known Parties
- Any documentation supporting the initial evaluation
- Investigation-related evidence (e.g., physical and documentary evidence collected and interview transcripts)
- Dismissal-related documentation and appeals
- Documentation related to Emergency Removals, leaves, and interim actions and challenges
- Documentation related to the Resolution Process
- The Final Investigation Report and file
- Remedy-related documentation
- Supportive measures-related documentation
- Appeal-related documentation
- Informal Resolution records
- Outcome Notices
- Any other records typically maintained by the School as part of the Complaint file

Drafts and Working Files: Preliminary drafts and "working files" are not considered records that the School must maintain, and these are typically destroyed during the course of an investigation or at the conclusion of any Resolution Process. They are preliminary versions of records and other documents that do not state a final position on the subject matter reviewed or are not considered to be in final form by their author and/or the Title IX Coordinator or designee. An example of a "working file" would be the Investigator's notes made during an interview on topics that they want to revisit in subsequent interviews. Sole possession records maintained as such in accordance with FERPA are also included in this category. All drafts of investigation reports shared with the Parties are maintained.

Attorney Work-Product: Communications from the Title IX/Nondiscrimination Office or its designees with the School's legal counsel may be work product protected by attorney-client privilege. These privileged communications are not considered records to be maintained by the School or accessible under this Policy unless the Title IX Coordinator or designee, in consultation with legal counsel as necessary, determines that these communications should be included as accessible records.

Record Storage

Records may be created and maintained in different media formats; this Policy applies to all records, irrespective of format. All records created pursuant to the Policy, as defined above, must be stored in digital format and maintained by the Title IX Coordinator or designee. The complete file must be transferred to the Title IX Coordinator or designee, typically within fourteen (14) business days of the complaint resolution (including any appeal), if the file is not already maintained within the Title IX/Nondiscrimination Office. Security protocols must be in place to preserve the integrity and privacy of any parts of any record that are maintained during the pendency of an investigation.

The School will store all records created pursuant to the Policy, regardless of the identities of the Parties. Any extra (non-essential) copies of the records (both digital and paper) must be destroyed.

A copy of records showing compliance with any applicable Clery Act/Violence Against Women Act (VAWA) requirements will be maintained along with the Complaint file by the School

Title IX Training Materials

The School will also maintain copies of the slides or other materials from all Title IX training for the Resolution Process Pool members, or any external designees who are utilized during a Resolution Process, and employees. Trainings occurring prior to August 1, 2024, are posted online, and trainings occurring after August 1, 2024, are available for review upon request to the Title IX Coordinator.

Record Retention

All records created and maintained pursuant to the Policy will be retained by the School for a minimum of seven (7) years in database, digital, and/or paper form. Except for records pertaining to Title IX and the Clery Act/VAWA, the School may authorize destruction or expungement acting under their own discretion, or in accordance with a duly executed and binding claim settlement and/or by court or government order.

Record Access

Access to records created pursuant to the Policy or housed in the School is strictly limited to the Title IX Coordinator, Director, and any person they authorize in writing, at their discretion, or via permission levels within the database. Those who are granted broad access to the Title IX/Nondiscrimination records are expected to access only those pertinent to their scope, work, or specific assignment. Anyone who accesses such records without proper authorization may be subject to an investigation and possible discipline/sanction. The discipline/sanction for unauthorized access of records covered by this Policy will be at the discretion of the appropriate disciplinary authority, consistent with other relevant School policies and procedures.

Student Parties may request access to their complaint file. The School will provide access or a copy within 45 days of the request. Appropriate redactions of personally identifiable information may be made before inspection, or any copy is shared.

During the investigation, materials may be shared with the Parties using secure file transmission software. The School will watermark any such file with the watermark identifying the role of the person in the process (e.g., Complainant, Respondent, Decision-maker; Complainant's Advisor) before sharing.

The School will maintain an access log of each case file, showing when and by whom it was accessed and for what purpose.

Record Security

The Title IX Coordinator is expected to maintain appropriate security practices for all records, including password protection, lock and key, and other barriers to access as appropriate. Record security should include protection from floods, fire, and other potential emergencies. Clothing, forensic, and other physical evidence should be securely stored in the Title IX Coordinator's or another appropriate secure location. All physical evidence will be maintained in a facility that is reasonably protected from flood and fire. A catalog of all physical evidence will be retained with the Complaint file.

STUDENT BIOMETRIC INFORMATION PRIVACY POLICY

Paul Mitchell The School Fresno records attendance in clock hours. To ensure proper clock hours are credited, students are required to clock in and out utilizing a biometric scanner in accordance with the Course Key policy. Biometric scanners are computer-based systems that scan a student's finger or facial identifier for purposes of identification. The computer system extracts unique data points and creates a unique mathematical representation used to verify a person's identity. Paul Mitchell The School Fresno 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.

POLICY FOR PREGNANCY AND CHILDBIRTH

1. **Purpose**

Paul Mitchell The School Fresno (here after “School”) is committed to providing a workplace and educational environment, as well as other benefits, programs, and activities, that allow for equal access for Future Professionals and employees navigating pregnancy and related conditions. To ensure compliance with federal, state, and local civil rights laws and regulations, and to affirm its commitment to promoting access, the School has developed policies and procedures for Future Professionals and employees navigating pregnancy and related conditions.

2. **Notice of Nondiscrimination**

The School does not discriminate in its education program or activity against any applicant for admission, student (Future Professional), applicant for employment, or employee on the basis of current, potential, or past pregnancy or

related conditions as mandated by Title IX of the Education Amendments of 1972 (Title IX). The School prohibits members of the School community from adopting or implementing any policy, practice, or procedure which treats an applicant for admission, student (Future Professional), applicant for employment, or employee differently on the basis of current, potential, or past parental, family, or marital status. This policy and its pregnancy-related protections apply to all pregnant persons, regardless of gender identity or expression.

3. **Definitions:**
    1. ***Familial Status.*** The configuration of one's family or one's role in a family.
    2. ***Marital Status.*** The state of being married or unmarried.
    3. ***Parental Status.*** The status of a person who, with respect to another person who is under the age of 18,[1] is a biological, adoptive, foster, or stepparent; a legal custodian or guardian; in loco parentis with respect to such a person; or actively seeking legal custody, guardianship, visitation, or adoption of such a person.
    4. ***Pregnancy and Related Conditions.*** The full spectrum of processes and events connected with pregnancy, including pregnancy, childbirth, termination of pregnancy, or lactation; related medical conditions; and recovery therefrom.[2]
    5. ***Reasonable Modifications.*** Individualized modifications to the School's policies, practices, or procedures that do not fundamentally alter the School's education program or activity.

[1] Or a person who is 18 or older but who is incapable of self-care because of a mental or physical disability.
[2] "[T]he Department interprets 'termination of pregnancy' to mean the end of pregnancy in any manner, including, miscarriage, stillbirth, or abortion." Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 89 F.R. 33474, April 29, 2024, codified at 34 C.F.R. 106.

4. **Employee Information Sharing Requirements**

Any School employee who becomes aware of a student's pregnancy or related condition is required to provide the Future Professional with the Title IX Coordinator's contact information and communicate that the Title IX Coordinator can help take specific actions to prevent discrimination and ensure equal access to the School's education program and activity or provide the information to the Title IX Coordinator who will provide the necessary information to the Future Professional. If the employee has a reasonable belief that the Title IX Coordinator is already aware of the pregnancy or related condition, the employee is not required to provide the Future Professional with the Title IX Coordinator's contact information.

Upon notification of a Future Professional's pregnancy or related condition, the Title IX Coordinator will contact the Future Professional and inform the Future Professional of the School's obligations to:

- Prohibit sex discrimination.
- Provide reasonable modifications.
- Allow access, on a voluntary basis, to any separate and comparable portion of the institution's education program or activity.
- Allow a voluntary leave of absence.
- Ensure lactation space availability.
- Maintain a Resolution Process for alleged discrimination.
- Treat pregnancy as comparable to other temporary medical conditions for medical benefit, service, plan, or policy purposes.

The Title IX Coordinator will also notify the Future Professional of the process to make a complaint for alleged discrimination, harassment, or retaliation, as applicable.

5. **Reasonable Modifications for Future Professionals**

Future Professionals who are pregnant or are experiencing related conditions are entitled to Reasonable Modifications to prevent sex discrimination and ensure equal access to the School's education program and activity. Any Future Professional seeking Reasonable Modifications must contact the Title IX Coordinator to discuss appropriate and available Reasonable Modifications based on their individual needs. Future Professionals are encouraged to request Reasonable Modifications as promptly as possible, although retroactive modifications may be available in some circumstances. Reasonable Modifications are voluntary, and a Future Professional can accept or decline the offered Reasonable Modifications. Not all Reasonable Modifications are appropriate for all contexts.

Reasonable Modifications may include:

- Breaks during class to express breast milk, breastfeed, or attend to health needs associated with pregnancy or related conditions, including eating, drinking, or using the restroom (please note that due to the clock-hour education requirements if a break is longer than ten-minutes, the Future Professional will be required to clock out for the time missed and may make that time up).
- Intermittent absences to attend medical appointments (provision of a doctor's note or other documentation of a medical visit will allow for the school to note that the absence was related to the reasonable modification and allow the Future Professional to be able to immediately be eligible to make up the time missed via the makeup hours policy).
- Access to online or homebound education, if available (to the extent permitted by the state board/accreditor for clock-hour programs)
- Changes in schedule (however, due to clock-hour education requirements, the Future Professional must attend a published schedule)
- Time extensions for coursework and rescheduling of tests and examinations
- Allowing a Future Professional to sit or stand, or carry or keep water nearby
- Provision of referrals to counseling
- Changes in physical space or supplies (for example, access to a larger desk or stylist stool)
- Elevator access
- A larger uniform or other required clothing or equipment (if provided by the School)
- Other changes to policies, practices, or procedures determined by the Title IX Coordinator

In the School's progressive curricular model programs, medically necessary leaves are sufficient cause to permit the Future Professional to join a subsequent cohort when returning from leave. Future Professionals are encouraged to work with their Title IX Coordinator and the School to devise a plan for how to best address the conditions as pregnancy progresses, anticipate the need for leaves, minimize the academic impact of their absence, and get back on track as efficiently and comfortably as possible. The Title IX Coordinator will assist with plan development and implementation as needed.

Supporting documentation for Reasonable Modifications will only be required when it is necessary and reasonable under the circumstances to determine which Reasonable Modifications to offer to determine other specific actions to take to ensure equal access. A Reasonable Modification does not excuse participation in the educational program or from completing all requirements of the program.

Information about pregnant Future Professionals' requests for modifications will be shared with faculty and staff only to the extent necessary to provide the Reasonable Modification.

Future Professionals experiencing pregnancy-related conditions that manifest as a temporary disability under the Americans with Disabilities Act (ADA) or Section 504 of the Rehabilitation Act are eligible for reasonable accommodations just like any other Future Professional with a temporary disability. The Title IX Coordinator will consult with the ADA Coordinator to ensure the Future Professional receives reasonable accommodations for their disability as required by law.

6. **Certification to Participate**

All Future Professionals should be informed of health and safety risks related to participation in academic and co-curricular activities, regardless of pregnancy status. A Future Professional may not be required to provide health care provider or other certification that the Future Professional is physically able to participate in the program or activity, unless:

1. The certified level of physical ability or health is necessary for participation;
2. The institution requires such certification of all Future Professionals participating; and
3. The information obtained is not used as a basis for pregnancy-related discrimination.

7. **Lactation Space Access**

The School provides Future Professionals and employees with access to lactation spaces that are functional, appropriate, and safe. Such spaces are regularly cleaned, shielded from view, and free from the intrusion of others. For more information about lactation spaces and access, please contact the Title IX Coordinator.

8. **Leaves of Absence**

A. Future Professionals

Future Professionals are permitted to take a voluntary Pregnancy Leave of Absence for a reasonable time as deemed medically necessary by their healthcare provider because of pregnancy and/or the birth, adoption, or placement of a child. The leave term may be extended in the case of extenuating circumstances or medical necessity. Future Professionals who elect to take a voluntary pregnancy leave of absence are eligible to elect to take leave under this policy or under the Leave of Absence Policy that is outlined in the catalog.

To the extent possible, School will take reasonable steps to ensure that Future Professionals who take a leave of absence or pregnancy leave of absence return to the same position of academic progress that they were in when they took leave, including access to the same or an equivalent program that was in place when the leave began.

Continuation of Future Professionals' scholarships, or similar School-sponsored funding during the leave term will depend on Future Professional registration status and the policies of the funding program regarding registration status. Future Professionals will not be negatively impacted by or forfeit their future eligibility for their School provided scholarship, or similar School provided funding by exercising their rights under this policy.

The Title IX Coordinator can and will advocate for Future Professionals with respect to financial aid agencies and external scholarship providers in the event that a leave of absence places eligibility into question. However, there is not a guarantee of outcome. There are certain pieces like change of award year and eligible family size that may change based on the range of time where the Future Professional is on the leave of absence or pregnancy leave of absence.

In order to initiate a Pregnancy Leave of Absence, the Future Professional must contact the Title IX Coordinator at least 30 calendar days prior to the initiation of leave, or as soon as practicable. The Title IX Coordinator will assist the Future Professional in completing any necessary paperwork.

B. Employees

Information on employment leave can be found in your employment documentation.

If an employee, including an individual who is both a Future Professional and an employee, is not eligible for leave under the aforementioned leave policy because they either (1) do not have enough leave time available under that policy, or (2) have not been employed long enough to qualify for leave under that policy, they are eligible to qualify for pregnancy or related condition leave under Title IX. Pregnancy and related conditions will be regarded as a justification for a leave of absence without pay for a reasonable period of time.

Employees who take leave under Title IX must be reinstated to the status held when leave began or a comparable position without a negative effect on any employment privilege or right.

9. **Future Professional Parents**

Future Professionals with child caretaking/parenting responsibilities who wish to remain engaged in their coursework while adjusting their academic responsibilities because of the birth or adoption of a child or placement of a foster child may request a leave of absence under the Leave of Absence policy.

10. **Policy Dissemination and Training**

A copy of this policy will be made available to employees upon hire and provided annually. The School will alert all new Future Professionals about this policy and the location of this policy during the enrollment process and/or during CORE. The Title IX Coordinator is available to provide educational conversations and/or materials to promote compliance with this policy and familiarity with its procedures.

This policy and procedure was implemented on August 1, 2024.

NOTICE OF NONDISCRIMINATION

Paul Mitchell The School Fresno ("School") does not discriminate on the basis of protected class status, including sex and prohibits sex discrimination in any education program or activity that it operates as required by Title IX and its regulations, including in admission and employment.

Inquiries about Title IX may be referred to the School's Title IX Coordinator, the U.S. Department of Civil Rights, or both. The School's Title IX Coordinator is:

Ashley Taylor
5091 North Fresno Street, Suite 104
Fresno, CA 93710
ashleyt@fresno.paulmitchell.edu
(559) 224-2700 ext. 109

The School's Protected Class Nondiscrimination Policy and Grievance Procedures can be located here https://catalog.fresno.paulmitchell.edu/protected-class-nondiscrimination-policy-and-procedures-14.

To Report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please contact the Title IX Coordinator through one of the above methods (telephone, email, or in person at their office).

ADDENDUMS

VETERANS BENEFITS ADDENDUM TO THE CATALOG

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

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

In accordance with Title 38 US Code 3679 subsection (e) Paul Mitchell The School Fresno 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 Fresno requires applicants and students to check for updates to the catalog at paulmitchell.edu/fresno.

REVISED 01.18.24

- School Facilities updated
- Parking and Amenities updated
- Withdrawal and Suspension header updated
- Cosmetology 1500 Hour Program Testing and Grading Procedure updated
- Performance Statistics updated

REVISED 01.23.24

- Reentry Students updated
- Withdrawal and Suspension updated
- Cosmetology 1500 Hour Cost of Tuition and Supplies updated
- Student Tuition Recovery Fund (STRF) updated

REVISED 02.16.24

- 2024 Cosmetology 1000 Hour and Cosmetology Makeup Class Start Dates updated
- 2024 Cosmetology 1500 Hour Class Start Dates updated
- 2024 Barbering 1000 Hour Class Start Dates updated
- 2024 Barbering 1500 Hour Class Start Dates updated

REVISED 02.29.24

- 2024 Barbering 1000 Hour Class Start Dates updated
- Barbering 1000 Hour Program Schedules updated
- 2024 Barbering 1500 Hour Class Start Dates updated

- Barbering 1500 Hour Program Schedules updated
- Maximum Time Frame updated
- Evaluation Procedures and Required Level of Achievement updated

REVISED 03.14.24

- Admission Requirements - High School Education and Equivalents updated
- Admission Procedures updated
- Notice Concerning Transferability of Credits and Credentials Earned at our Institution updated
- Cosmetology 1000 Hour and Cosmetology Makeup Cost of Tuition and Supplies updated
- Cosmetology 1500 Hour Cost of Tuition and Supplies updated
- Barbering 1000 Hour Cost of Tuition and Supplies updated
- Barbering 1500 Hour Cost of Tuition and Supplies updated
- Student Tuition Recovery Fund (STRF) updated
- “Student’s Right to Cancel” - Institutional Refund/Drop Policy updated

REVISED 04.24.24

- Approval/Disclosure Statement updated
- Transfer of Credit Policy updated
- Transferring From One Method of Delivery to Another updated
- Suspension and Termination updated
- Cosmetology 1000 Hour Course Description updated
- Cosmetology 1000 Hour Cost of Tuition and Supplies updated
- Barbering 1000 Hour Course Description updated
- Barbering 1000 Hour Cost of Tuition and Supplies updated
- Graduation Requirements updated
- Student Tuition Recovery Fund (STRF) updated
- Financial Aid updated
- Withdrawing From School updated
- Federal Return of Title IV Funds Policy updated
- “Student’s Right to Cancel” - Institutional Refund Policy updated
- Maximum Time Frame updated
- Evaluation Procedures and Required Level of Achievement updated
- Bureau For Private Postsecondary Education Rates updated
- Cosmetology Makeup 1100 Clock Hour information removed
- Cosmetology 1500 Clock Hour information removed
- Barbering 1500 Clock Hour information removed

REVISED 06.03.24

- Cosmetology 1000 Hour Cost of Tuition and Supplies updated
- Barbering 1000 Hour Cost of Tuition and Supplies updated

REVISED 06.13.24

- English Proficiency Policy removed
- Cosmetology 1000 Course Description updated
- Barbering 1000 Course Description updated

REVISED 06.20.24

- Students Right-to-Know-Combined Department of Education Rates (IPEDS) updated

REVISED 07.11.24

- "Student's Right to Cancel" - Institutional Refund Policy updated

REVISED 07.18.24

- Student Professional Development Guidelines updated

REVISED 07.26.24

- Policy for Pregnancy and Childbirth added

REVISED 08.01.24

- Leave of Absence Policy updated
- In-Completes, Withdrawal, or Repetitions updated
- Notice of Nondiscrimination added
- Protected Class Nondiscrimination Policy and Procedures updated

REVISED 08.06.24

- Protected Class Nondiscrimination Policy and Procedures updated

REVISED 08.20.24

- Admission Requirements - High School Education and Equivalents updated
- Federal Return of Title IV Funds Policy updated
- Approval/Disclosure Statement updated