

PAUL MITCHELL

**schools**

**PAUL MITCHELL THE SCHOOL – GREEN BAY  
3450 S PACKERLAND DRIVE  
De Pere, WI 54115  
COSMETOLOGY ENROLLMENT AGREEMENT**

Student Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Student Social Security Number \_\_\_\_\_ Citizenship \_\_\_\_\_ Phone \_\_\_\_\_

Permanent Address (if different than above) \_\_\_\_\_

Contract Begin Date \_\_\_\_\_ Contract End Date \_\_\_\_\_

**Cosmetology Practitioner** - 1550 Hours (46 - 48 weeks FULLTIME 35 Hours Week) \_\_\_\_\_

TRANSFER/RE-ENTRY STUDENT - HOURS NEEDED THIS CONTRACT \_\_\_\_\_

I hereby make application for the course indicated above and in consideration for my enrollment, and you furnishing and offering instruction in your school as defined by the curriculum contained in the student catalog, I agree to the following payments and conditions.

**Investment:**

TUITION	<b>\$13,800</b>
KIT, SUPPLIES, EQUIPMENT	<b>\$4,200</b>
APPLICAION FEE	<b>\$50 (non refundable)</b>
TOTAL INVESTMENT	<b>\$18,050</b>
DOWN PAYMENT \$	_____
BALANCE DUE: \$	_____

**PAYMENT SCHEDULE:**

Tuition will be charged on 3 payment periods of 450 hours and 1 payment period of 200 hours.

10 Days Prior to Class Start	\$4200 (kit, supplies and equipment only)
Period 1 (1-450 hours)	\$2400
Period 2 (451-900 hours)	\$4500
Period 3 (901-1350 hours)	\$4500
Period 4 (1351 – 1550 hours)	\$2400

The balance is due within one month of termination of the payment schedule. Monies received for eligible students from federal financial aid programs will be applied to this payment plan. Financial Aid recipients understand that monies received on their behalf is applied first to tuition costs. Any remaining funds available for the student will be paid to the student only at which time the period costs have been paid in full. Additional funds for Period 2 and Period 3 are paid in monthly increments. Additional funds in Period 4 are paid when the student completes 1351 hours. The student agrees to pay all the sums herein required to Paul Mitchell the School Green Bay and agrees that any performance required of the student under this contract shall be met and performed in the City of Green Bay, County of Brown, and State of Wisconsin.

**EXTRA INSTRUCTIONAL CHARGES:** During the students time at Paul Mitchell the School Green Bay, the student is allowed to miss 5% of the total hours of the course before having to pay overtime. For the course enrolled, the total time the student may miss is 78 hours. The student will be charged an additional \$9.00 for each hour needed to complete the course of training.

**Initials:** \_\_\_\_\_

**CORE:** Students may miss no more than 3 days (21 hours) while in Core. Students who miss more than 21 hours of Core may have to repeat the Core portion. Core testing week attendance is mandatory. Failure to attend will result in having to repeat Core.

**SUSPENSION:** Students may be suspended for failure to comply with school rules or general policies, leaving the school without permission, failing to notify the school regarding absences and tardiness, incomplete worksheets, failing to attend theory or maintain current theory tests, or insubordination.

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

**TERMINATION:** The school may terminate a student's enrollment for immoral or improper conduct, failure to make scheduled payments, receiving 3 suspensions, noncompliance with catalog policies, educational requirements, student professional development guidelines, general policies, or as contained in this contract. The student will be charged an administrative fee in the amount of \$100.00. Students who withdraw from the course are required to empty their student locker and gather all personal items. Any items left behind by the student will be stored for 60 days, at which time they become school property.

#### **GRADUATION REQUIREMENTS:**

- 1 Receive the required number of clock hours of training.
- 2 Complete and receive passing grades on all practical graduation requirements and projects, including practical and theoretical examinations.
- 3 For a student to meet state requirements, all practical worksheets must be completed 100%.
- 4 Satisfactorily pass final written and practical exams with an 80% and obtain at least 70% in attendance.
- 5 Complete the required theory hours.
- 6 Make satisfactory arrangements for payment of all debts owed to the School.
- 7 Upon graduation the student will receive a certificate of completion.

*Once Applicant has met all these requirements, he/she will receive a CERTIFICATE OF COMPLETION.*

The School reserves the right to retain an applicant in the School if the applicant's progress is not satisfactory as determined by the School's administration and/or if the applicant fails to complete all listed requirements or fails to pass the written and practical exams. The School can retain an applicant until all graduation requirements are met.

A certified transcript will be provided to Applicant if he/she withdraws; the transcript will include the number of hours for which the School has been compensated.

**LICENSE REQUIREMENTS:** The State of Wisconsin requires the following educational requirements in order to be eligible for obtaining a Practitioner license:

<b>SUBJECTS</b>	<b>THEORY HOURS</b>	<b>PRACTICAL HOURS</b>
Hygiene, grooming and personal development	10	0
Bacteriology, sterilization and sanitation	20	20
Haircutting, hair tapering, (clipper cuts), razor cutting, hairstyling, curling, thermal waving, finger-waving, roller setting, pin-curl placement, blow-drying, shampoos, scalp and hair treatments, conditioning, reconditioning, hair analysis, and care of hair pieces, wigs and wefts	140	450
Hair straightening, hair relaxing, thermal hair straightening, blow-outs, permanents, hair coloring, tinting, bleaching and chemistry	185	392
Shaving, beard and mustache shaping, trimming, superfluous hair removal, waxing, facials, facial massages, facial makeup, eyelashes, light therapy, basic principles of electricity and introduction to electrology	35	60
Manicuring, including artificial nails	10	25
Anatomy and physiology of the hair, skin and nails and disorders of the hair, skin, scalp and nails	50	0
Product knowledge, product use and sales, preparing and consulting with customers for services	45	0
Laws, rules, professional ethics and history of barbering and cosmetology	18	0
Individual student needs, industry trends and electives (recordkeeping, mathematics, communications, human relations, public relations, first aid, etc).	40	75
<b>TOTAL HOURS</b>	<b>538</b>	<b>1012</b>

**EMPLOYMENT ASSISTANCE:** The school will assist students in finding suitable employment by posting area employment opportunities and teaching classes on seeking employment. However, the school cannot guarantee placement.

**RIGHT TO CHANGE:** The school reserves the right to modify its rules, curriculum, dress code, or any other policies at its discretion.

**ENROLLEE RIGHT TO CANCEL:**

**You may cancel this agreement by mailing or delivering a notice to Paul Mitchell the School Green Bay, 3450 S Packerland Drive, Green Bay, Wisconsin before midnight of the third business day after you signed this agreement. "Business day" means any calendar day except Saturday or Sunday, and except the following business holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving and Christmas. If you wish, you may use this page as that written notice by writing "I hereby cancel" and adding your name and address. A duplicate of this page is provided to you by the school for your records.**

The date you have until (3 days) to cancel this contract is: \_\_\_\_\_ Initials: \_\_\_\_\_

**Arbitration Agreement and waiver of jury trial:**

I, \_\_\_\_\_, agree as follows:

1 – Any dispute I may bring against Paul Mitchell the School Green Bay, or any of its parent companies, officers, directors, or employees, without limitation, or which the school may bring against me, no matter how characterized, pleaded or styled, shall be resolved by binding arbitration, conducted by the American Arbitration Association, under its Supplementary Rules for Consumer Related Disputes, and decided by a single arbitrator. The arbitrator will decide the case pursuant to the Federal Arbitration Act, and under the laws of the state of Wisconsin. Any dispute over the interpretation, enforceability or scope of this Arbitration Agreement shall be decided by the arbitrator, and not by a court. I explicitly waive any right I may have to a jury trial, and I understand that the decision of the arbitrator will be binding, and not merely advisory.

2 – Neither the School nor I shall file any lawsuit against the other in any court and agree that any suit filed in violation of this provision shall be promptly dismissed by the court in favor of arbitration. Both the School and I agree that the party enforcing arbitration shall be awarded costs and fees of compelling arbitration.

3 – The costs of the arbitration filing fee, arbitrator's compensation, and facilities fees that exceed the applicable court filing fee will be paid by the school.

4 – I agree that any dispute or claim I may bring shall be solely in my individual capacity, and not as a plaintiff or class member in any purported class action, representative proceeding, mass action or consolidation action.

5 – Any remedy available from a court under the law shall be available in the arbitration

6 – To the extent I have outstanding federal student loan obligations incurred in connection with my enrollment at the School, any arbitration award providing monetary damages shall direct that those damages be the first paid toward my student loan obligations.

7 – I may, but need not, be represented by an attorney at arbitration.

8 – Except as specifically required by the laws in the state of Wisconsin, the fact of and all aspects of this arbitration and the underlying dispute shall remain strictly confidential by the parties, their representatives and AAA. I agree that any actual or threatened violation of this provision would result in irreparable harm, and will be subject to being immediately enjoined.

9 – If I desire to initiate arbitration, information about the AAA arbitration process and the Consumer Rules also can be obtained at [www.adr.org](http://www.adr.org) or 1-800-778-7879. I shall disclose this document to the AAA.

10 – If any paragraph, sub-paragraph, provision, or clause herein is held invalid, said paragraph, sub-paragraph, provision or clause shall not affect any other paragraph, sub-paragraph, provision, or clause that can have effect without the invalidated paragraph, sub-paragraph, provision or clause, and thus is severable one from the other.

Initials: \_\_\_\_\_

**TRANSFER STUDENTS:** There is a maximum amount of hours (600) the school will accept from transfer students that did not attend another Paul Mitchell School. For students transferring from another Paul Mitchell School, all transfer hours will be accepted, and there is no minimum requirement for hours attended at this school. Cost for transfer students is \$9.00 per hour, which does not include the cost of the student kit.

**ENTIRE AGREEMENT:** This contract constitutes and expresses the entire agreement and understanding of the parties hereto in reference to the matters stated herein. No prior discussions, promises, representations, warranties, or understandings relative thereto, if any, had between the parties hereto, shall be of any force or effect with respect to the subject matter hereof. This contract shall be deemed to be an integrated agreement and the contract supersedes all prior and contemporaneous oral and written agreements, promises, and understandings between the parties with respect to the subject matter hereof.

**AMENDMENT OR MODIFICATION:** This contract may not be changed, waived, modified, or discharged in whole or in part, except in writing signed by all affected parties hereto.

## **REFUND/DROP POLICY**

**1 -** Any monies due the applicant or student shall be refunded within 30 days of official cancellation or withdrawal. Official cancellation or withdrawal shall occur on the earlier of the dates that:

- a. An applicant is not accepted by the school. This applicant shall be entitled to a full refund of all monies paid to the school except a non-refundable \$10 application fee.
- b. A student (or in the case of a student under legal age, his/her parent or guardian) cancels his/her contract and demands his/her money back in writing, within three (3) days of signing the enrollment contract. In this case all monies collected by the school shall be refunded except a non-refundable \$10 application fee. This policy applies regardless of whether or not the student has actually started training.
- c. A student's enrollment was procured as the result of any written or oral misrepresentations made by the school or its agents.
- d. A student was accepted for enrollment but was unqualified for entrance.
- e. A student is expelled by the institution.
- f. For official cancellations as defined in paragraphs b, c, d, or e, the cancellation date will be determined by the postmark on written notification, or the date said information is delivered to the school administrator/owner in person.
- g. Monies paid for student kit is nonrefundable unless the student cancels within 3 (three) business days of signing the enrollment contract or the student cancels prior to entering class.

**2 -** Any monies due a student who unofficially withdraws from the institution shall be refunded within 30 days of a determination by the institution that the student has withdrawn without notifying the institution. Unofficial withdrawals are monitored every 30 days and a determination is made to withdraw a student who has been absent from school for 14 or more consecutive calendar days; the withdrawal date that will be used in this calculation is the student's actual last date of attendance.

**3 -** When situations of mitigating circumstances are in evidence, such as serious illness, a disabling accident, or death in the immediate family, the school may make a settlement that is reasonable and fair to both parties.

**4 -** All extra costs, such as books, equipment, graduation fees, application fee, rentals, and other such charges, are not considered in the tuition adjustment computation if the charges are itemized separately in the enrollment contract.

**5 -** If a course and/or program is cancelled subsequent to a student's enrollment, or if the school closes, and before instruction in the course and/or program has begun, the school shall either provide a pro rata refund of all monies paid or provide completion of the course and/or program. No refund may defeat any person's claim to indemnification to which he or she is entitled under the bond required by the State of Wisconsin.

**6 -** If a student withdraws or is dismissed for any reason prior to the commencement of classes, the charge will not exceed 15% of the total cost of the course of instruction or \$100, whichever is less.

**7 -** The school will reimburse the cost of unused equipment and supplies that a student was required to purchase as a condition of enrollment or continued participation in the course to a student who, for any reason, withdraws or is dismissed by the school and who within 15 days of withdrawal or dismissal returns the equipment and supplies in their original condition.

*Initials:* \_\_\_\_\_

All refunds are based on scheduled hours.

Refunds for students whose tuition is paid by special programs, such as the Veterans Administration, the special program refund policy will apply.

## **FEDERAL RETURN OF TITLE IV FUNDS POLICY**

*The school participates in federal financial aid. Please refer to the following refund policy for specific consumer information pursuant to the Federal Financial Aid program.*

- Students who receive loans are responsible for repaying the loan amount, plus any interest, less the amount of any refunds, and if those students have received federal student financial aid funds, they are entitled to a refund of the monies not paid to the federal student financial aid program fund.
- For students who have received Title IV financial assistance, the Federal Return of Title IV Funds calculation will be completed first and applicable funds returned. Returned funds will be reduced from the payments received on behalf

of the student before applying the institutional refund policy to determine whether the student is owed a refund or if a balance is owed to the institution.

- If a student has received less aid than that student earned, he/she may be eligible for a post-withdrawal disbursement. If a student is eligible for this disbursement, the school will notify the student in writing of the amount he/she is eligible. The student will have 14 days to accept or decline the disbursement. If an acceptance is not received within this timeframe, the institution will not make the post-withdrawal disbursement to the student.

- The Federal Return of Title IV Funds formula dictates the amount of federal Title IV aid that must be returned to the federal government or the lending institution by the school and/or the student. The federal formula is applicable to an eligible student receiving federal aid when that student withdraws on or before the 60% point in time in the payment period.

- The federal formula requires a return of Title IV aid if the student received federal financial assistance in the form of Stafford Loans, Pell Grants, or Plus loans and withdraws on or before completing 60% of the payment period. The percentage of Title IV aid earned is equal to the percentage of the payment period that was completed as of the withdrawal date if this occurs on or before the 60% point of time. The percentage that has not been earned is calculated by determining the complement of the percentage earned (e.g., if 40% was earned, 60% was unearned).

- The amount to be returned is calculated by subtracting the amount of Title IV assistance earned from the amount of Title IV aid that was or could have been disbursed as of the withdrawal date. The percentage of the payment period scheduled to complete is calculated by dividing the total number of clock hours scheduled to complete by the payment period as of the last date of attendance.

- If a student unofficially withdraws and has received federal loans, the loans will go into repayment.

- If a student has received Federal Student Financial Aid Funds, the student is entitled to a refund of moneys not paid from Federal Student Financial Aid Program Funds.

*Note:* A student who withdraws prior to completing 60% of the charging period may be required to repay some of the funds released to the student because of credit balance on the student's account.

The following Title IV refund distribution is used for all financial aid applicants/students due a refund:

- Federal Unsubsidized Stafford Loan
- Federal Subsidized Stafford Loan
- Federal Plus Loan
- Federal Pell Grant

*Initials:* \_\_\_\_\_

If a student withdraws or is dismissed by the school after the commencement of classes, the following partial refund is used to determine the amount due the school:

Percentage of <u>SCHEDULED</u> Time Enrolled To Total Time In Academic Year	Amount of Total Tuition Owed to or Retained by the School
0.01 – 4.9%	20%+\$100
5% - 9.9%	30%+\$100
10% - 14.9%	40%+\$100
15% - 24.9%	45%+\$100
25% - 49.9%	70%+\$100
50% and over	100%+\$100

*Initials:* \_\_\_\_\_

Please note that any balances not paid to the school within 90 days of termination will be sent to a collection agency. The school utilizes Transworld Systems, 2235 Mercury Way #275, Santa Rosa, California, 95407, 888-446-4733. Transworld will reference only Paul Mitchell the School Green Bay in reference for all monies owed.

## REENTRY TERMS

- 1 - Previous hours will be credited to the Applicant's transcripts if paid for.
- 2 - Previous tuition payments will be credited to the Applicant's balance.
- 3 - Because tuition fees and costs are subject to change, reentering applicants will be contracted according to the current tuition costs and will be required to pay any additional fees, if applicable.
- 4 - Outstanding tuition, fees, and overtime expenses must be paid in advance or the Applicant must make satisfactory arrangements with the Financial Aid Leader.
- 5 - Pay a \$100.00 reentry fee.

*Initials:* \_\_\_\_\_

## STUDENT FINANCIAL AID RELEASE

The undersigned agrees that PAUL MITCHELL THE SCHOOL does not guarantee the student loan process in any respect. A Federal Parent Plus loan requires a credit check and is based on the parent's credit. Preapproval for a Parent Plus loan does not guarantee that the parent will receive a Federal Parent Plus loan. It is critical that the parent be able to pass a credit check when the loan is certified. The school has no control over the approval or decline of a parent's credit

history. Nor does the school assume any responsibility for mistakes on any Department of Education financial aid forms. It is up to the student to make sure all forms are accurate and complete. *If a student's financial aid, for any award period, is greater than the amount owed to the school, the student will receive the extra funds. The first disbursement of funds to the student occurs 30 days after the start of class. Subsequent disbursements occur within 14 days of the school receiving the funds.*

*Initials:* \_\_\_\_\_

The school does not deny readmission to any service member of the uniformed services for reasons relating to that service. Readmission is reserved to the sole discretion of the School and may require special conditions. Readmission for a student requires a personal interview with school administration. The reentering student will be placed on 30-day probation. During the 30-day probationary period the student must demonstrate for that period that he/she can meet the school's minimum attendance and academic requirements for Satisfactory Academic Progress. The student will then be evaluated for Satisfactory Academic Progress at the next scheduled evaluation period to determine his/her new status. Students who fail to meet the minimum attendance and academic requirements for that 30-day period may be terminated. Students who reenter the program are placed in the same Satisfactory Academic Progress standing as when they left. If a reenrolling student has previously used all of the excused absences provided under his/her original contract, the student will not receive any additional time for excused absences under the new reenrollment contract. In addition, a student may be responsible for any overtime charges that had previously accrued but not yet had been assessed.

*Initials:* \_\_\_\_\_

I hereby give permission to **Paulco, LLC., dba Paul Mitchell The School Green Bay**; to Paul Mitchell Advanced Education, LLC; and to their affiliates to reproduce and use photographs and/or digital images of me and/or my model work (in either case, with or without my name), for use in advertising, Web sites, printed or electronic promotional materials, or in any other context. I further agree that my name may (but need not) be revealed in descriptive text or commentary in connection with the image(s). I authorize the use of these images without compensation to me.

*Initials:* \_\_\_\_\_

**I have read the complete contract, understand its contents, and agree to comply with all requirements contained herein and the general policies of the school. In addition, I have received or have been instructed to the school's website for a copy of the following: this Contract, the school Catalog (Published by Paul Mitchell the School Green Bay, January 2015) which includes areas such as the school Professional Development Guidelines, the Course Outline, the schools Performance Statistics regarding completion, licensure and placement, the Campus Crime Report, the schools policy for a drug-free workplace, the physical demands of the profession, and the licensure requirements for the State of Wisconsin. I have also received all forms necessary for applying for financial aid and understand that financial aid is only available to those that qualify. I have also received entrance counseling that explained the importance of repaying the loan, the consequences of defaulting, and the sample monthly repayment amounts.**

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guardian Signature (if student is a minor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Official Signature

\_\_\_\_\_  
Date