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2018 CATALOG

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

Jeremy Teal

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MISSION STATEMENT

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

SCHOOL FACILITIES

Our programs offer the challenge of a stimulating and rewarding career. Paul Mitchell The School Lexington is fully equipped to meet all the demands of modern hair care, while at the same time providing a high-tech atmosphere and attitude for progressive personal development. The 12,300 square-foot facility includes a student lounge and lockers, client reception and work areas, management offices, private classrooms, workstations, and equipment.

Our location is 100% handicapped and wheelchair accessible. Our entrance offers two wheelchair ramps and double doors. Inside our school the entire school is on one level. We have three restrooms (1 men's, 1 women's, 1 general) each of which are wheelchair accessible and all three of them have handicapped stalls. We have three classrooms that have large enough doorways to accommodate wheelchair access. Our emergency exit and general classroom are slightly elevated compared to the rest of the school. In both cases, the exit and the classroom both have wheelchair access ramps. Our clinic floor area contains 58 stations and each of these stations are in a large enough area to accommodate wheel chair access to the stations and room to maneuver a wheel chair to gain access to the clinic chair. Finally, in our wash house, our chairs are movable to accommodate a wheelchair and our shampoo bowls are positioned low enough so that a wheelchair may access the bowls. Just off our clinic floor we have two drinking fountains for both guests and students. We have one that is positioned lower so that someone in wheelchair can access the fountain.

ADMINISTRATION/OWNERSHIP

PMKY Lexington, LLC., dba Paul Mitchell The School Lexington, is an independently owned and operated franchisee of Paul Mitchell Advanced Education, LLC.

PARKING

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

NONDISCRIMINATION

Paul Mitchell The School Lexington, in its admission, instruction, and graduation policies and practices, does not discriminate on the basis of sex, race, religion, age, ethnic origin, color, disability, sexual orientation, or ancestry. The school does not allow or tolerate discrimination of any kind, bullying, harassment, or hazing of any sort. If any student or team member experiences or witnesses anyone being bullied, harassed, or hazed in any way, he or she is required to report the matter to the school's director, Jeremy Teall, in person or by calling 859-223-3644 ext 211, or by mail at 3644 Boston Rd. Lexington, KY 40514 immediately so appropriate action can be taken.

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

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

The curriculum involves 1500 hours to satisfy Kentucky 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.

**Student's are prepared to become an entry level cosmetologist.*

Instructor: SOC 25-1194.00, CIP Code 13.1399

The curriculum involves 1000 hours for instructor to satisfy Kentucky state requirements. The course educates prospective instructors to address the needs of students in the classroom and the clinic floor. Prospective teachers learn to utilize a system of forward-focused thinking and front-end coaching. By learning the methods of teaching cosmetology, the prospective teachers learn to engage students in the learning process and stimulate the discovery process with visuals, music, and/or hands-on activities.

**Student's are prepared to become an entry level instructor.*

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

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

ADMISSION REQUIREMENTS

Paul Mitchell The School Lexington admits as regular students those who are high school graduates or holders of a high school equivalency diploma. To be eligible for the State Board Exam an applicant must be sixteen (16) years of age. Paul Mitchell The School Lexington does not accept ability to benefit (ATB) students at this time.

ADMISSION PROCEDURE

- ① **Complete an Application Form:** Complete and submit the application form to the school prior to registration. All forms may be obtained by requesting them from Paul Mitchell The School Lexington.
- ② **Submit an Application Fee:** Action will not be taken on admission or any student loan application until an application fee of \$100.00 and permit fee of \$15.00 is received. Please submit the fee in the form of a check or money order, payable to Paul Mitchell The School Lexington. This fee is not included in the cost of tuition. In extraordinary circumstances, the school may waive the application fee for students that transfer from a school that has suddenly closed without notice.
- ③ **Submit Two (2) Photos:** The photos should be a recent head and shoulder shot of the applicant.
- ④ **Entrance Essay:** The essay should include the applicant's accomplishments and career goals.
- ⑤ **Personal Interview:** Applicant must complete a personal interview with the admissions team prior to registration.
- ⑥ **Provide Verification Documents:**
 - a. **Identification (*provide only one*):** Copies of a passport, a government-issued identification, a driver's license, or a birth certificate are required.
 - b. **Education (*provide only one*):** Copies of a standard high school diploma*, high school transcripts**, 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 a High School Equivalency diploma or official High School Equivalency diploma test scores.

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

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

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

If you have a disability and need an academic adjustment, please notify the admissions officer as soon as possible so the school can review your request. If you are interested in attending our school and you do not have a high school diploma or high school equivalency diploma, please contact our admissions office for a list of high school equivalency programs located near the school. Paul Mitchell The School Lexington does not require a student to have immunizations / vaccinations to enroll in our school. A copy of the school's ADA Policy and Request for Accommodations form may be found on the school's website or from the school's Admissions Leader.

Transfer hours accepted by the school are applied to the total number of hours necessary to complete the program and are considered both attempted and completed hours for the purpose of determining when the allowable maximum time frame has been exhausted. Satisfactory academic progress (SAP) evaluation periods are based on actual contracted hours at the institution. *Please refer to the school Transfer policy for additional information.*

Paul Mitchell The School Lexington does accept reentry students. *Please refer to the school reentry policy for specific requirements.*

APPLICANTS WITH NON-IMMIGRANT VISAS

Applicants with non-immigrant visas include those with work visas, students, visitors and foreign government officials. An applicant with a non-immigrant visa is not eligible for FSA funds unless they have a Form I-94 with one of the endorsements given in the eligible document section. Non-immigrant visas include, but are not limited to, the F-1, F-2 or M-1 Student Visa, NATO Visa, B-1 or B-2 Visitors Visa, J-1 or J-2 Exchange Visitors Visa, H series or L series. Someone who has only a "Notice of Approval to Apply for Permanent Residence" cannot receive FSA funds.

In addition to the admission requirements, non-immigrant applicants must also provide documentation, as listed above, to show that they are permitted to be enrolled in a post-secondary school. Those students studying under a student visa at a school approved by SEVIS must attend the full-time schedule and can only attend the program for a period not to exceed 12 months.

ACCEPTANCE

After a prospect has completed the enrollment application process, the enrollment team and director reviews each applicant and his or her required admissions materials including the written entrance essay and personal interview to determine acceptance. Upon the decision of the enrollment team and director, the applicant receives written notification of acceptance or denial. Note: All applicants must go through the entire enrollment application process (detailed in the enrollment application) which includes re-entry students (withdrawals) and transfer students.

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 Kentucky State Board of Hairdresser and Cosmetology to deny licensure. The Kentucky State Board of Hairdresser 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 Lexington is not responsible for students denied licensure.

The school requires anyone with a Felony to apply to the board for their student permit prior to being accepted/enrolled into the school.

ENROLLMENT INFORMATION

- ① **Enrollment periods:** Paul Mitchell The School Lexington usually begins a new cosmetology class about every seven (7) weeks depending upon space availability. Please refer to the Tuition and Registration Schedule supplement or contact Paul Mitchell The School Lexington for exact starting dates.
- ② **Holidays and school closures:** Paul Mitchell The School Lexington allows the following holidays off: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, December 24 and 25, and one day per month for staff personal development. These dates are determined according to the calendar each year. Additional holidays may be added to the schedule at the discretion of school administration. The school is open for business unless there is a declared State of Emergency. Unexpected closures and snow days will be reported via the schools website and/or Facebook page.
- ③ **Enrollment contract:** Paul Mitchell The School Lexington clearly outlines the obligation of both the school and the student in the enrollment contract. A copy of the enrollment contract and information covering costs and payment plans will be furnished to the student before the beginning of class attendance.
- ④ **Payment schedule:** Paul Mitchell The School Lexington offers a variety of monthly financial payment schedules. See Paul Mitchell The School Lexington's Admissions Leader or Financial Aid Leader for details.

EDUCATION GOALS

Paul Mitchell The School Lexington 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.

COST OF TUITION AND SUPPLIES

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

TUITION – Cosmetology

Tuition	\$16,815.84
Application Fee (<i>nonrefundable</i>)	100.00
Kit, Equipment, Textbook, Supplies (<i>nonrefundable</i>)	2186.00
Sales Tax (<i>nonrefundable</i>)	131.16
State Permit Fee (<i>nonrefundable</i>)	<u>15.00</u>
TOTAL COSTS	\$19,248.00

TUITION – Instructor

Tuition	\$3,500.00
Application Fee (<i>nonrefundable</i>)	100.00
Kit, Equipment, Textbook, Supplies (<i>nonrefundable</i>)	500.00
Sales Tax (<i>nonrefundable</i>)	<u>30.00</u>
TOTAL COSTS	\$4,130.00

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

Financial aid available to those who qualify. In extraordinary circumstances, the school may adjust tuition and kit fees for students that transfer from a school that has suddenly closed without notice.

2018 CLASS START DATES

Cosmetology	
DAY SCHOOL:	January 22, March 12, April 30, June 18, August 13, September 17, October 8, November 5
NIGHT SCHOOL:	January 22, May 21, August 13, November 5
Instructor	
DAY AND NIGHT SCHOOL:	<i>Please see the school's Admissions Leader for specific start dates.</i>

CONSTITUTION DAY

Paul Mitchell The School Lexington celebrates Constitution Day on or near September 17 of each year. For more information visit www.constitutionday.com

VOTER REGISTRATION

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

For information on Voter Registration and Election Dates for Federal Elections visit www.eac.gov/voter_resources.

STUDENTS WHO WITHDRAW

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

Students wishing to transfer to another institution must pay all monies owed to Paul Mitchell The School Lexington, and all applicable academic requirements must be met in order for the student transcripts to be released.

TERMINATION POLICY

Paul Mitchell The School Lexington may terminate a student's enrollment for immoral and/or improper conduct, receiving seven (7) coaching sessions, failing to comply with educational requirements, and/ or the terms as agreed upon within the enrollment contract. For more information refer to the school Future Professional Advisory. The student will be charged an administrative termination fee of \$100.00.

REENTRY STUDENTS

- ❶ Outstanding tuition, fee, and overtime expenses must be paid in advance or the student must make satisfactory arrangements with the Financial Aid Leader.
- ❷ Previous tuition payments will be credited to the student's balance.
- ❸ Because tuition fees and costs are subject to change, reentering students will be contracted according to the current tuition costs and will be required to pay any additional fees if applicable.
- ❹ Pay a \$100.00 reentry fee.

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 Paul Mitchell The School Lexington and may require special conditions.

Readmission for a student requires a personal interview with school administration. The reentering student will be placed on a 30 day evaluation period. During the 30 day evaluation period the student must demonstrate for that period that they can meet the school's minimum attendance and academic requirements for Satisfactory Academic Progress. The student will then be evaluated for Satisfactory Academic Progress at the next scheduled evaluation period to determine their new status. Students who fail to meet the minimum attendance and academic requirements for that 30 day evaluation period may be terminated. Students who re-enter the program are placed in the same Satisfactory Academic Progress standing as when they left. If a reenrolling student has previously used all of their excused absences provided under their original contract, the student will not receive any additional time for excused absences under the new re-enrollment contract.

TRANSFER STUDENTS

Paul Mitchell The School Lexington will accept transfer hours from other schools based on an evaluation of the student's comprehension of the course material. A maximum of 500 hours will be accepted for students who transfer from another school; all transfer students must attend a minimum of 1000 hours at Paul Mitchell The School Lexington, to obtain the Paul Mitchell culture and educational program. For students transferring from another school(s) must provide transcripts indicating a cumulative 85% in attendance, theory, and practical grades. If transferring from another Paul Mitchell School, all transfer hours will be accepted, and there is no minimum requirement for hours attended at this school.

The school does not accept transfer for the instructor program.

The cost for transfer student is \$10.00 per hour to attended at Paul Mitchell The School Lexington; this does not include the cost of a complete and current Paul Mitchell student kit.

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

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

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

COSMETOLOGY COURSE OVERVIEW

Course Hours: 1500 clock hours

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

- ① **Pre-clinical Classroom Instruction:** The first 210 hours are devoted to classroom workshops where students learn design principles, technical information, and professional practices.
- ② **Clinic Classroom Learning Experience:** The remaining 1290 hours are spent in the clinic classroom where practical experience is gained.

COSMETOLOGY COURSE OUTLINE

Your time at Paul Mitchell The School Lexington 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 **Protégé Learning Experience:** Your experience as a Protégé produces a smooth transition from Core student to Adaptive student. You spend 70 hours as a Protégé preparing you for the clinic experience.
- ③ **Clinic Classroom Learning Experience:** Your clinic time from 280 to 1500 hours will be guided with individual attention and group learning experiences using mini-classes, clinic classroom worksheets, and periodic evaluations developed specifically for this monitoring progress. This is when you begin experiencing your clinic classroom education on paying clients in the clinic classroom area.
- ④ **Classroom Learning Experience:** Your classroom time from 280 to 1500 hours is divided into five (5) areas: cutting, coloring, texture, makeup, and nails. Each area has an instructor who conducts the different specialty classes each week. Classroom Learning Experiences may also include retail, motivation, self improvement, professional development, and attendance education which may be conducted by an instructor, non-licensed staff member or guest artist.
- ⑤ **Adaptive Curriculum:** From 280 to 750 hours you will enter a new phase of specialty classroom workshops coupled with challenging practical services designed to continue building you into a beauty industry professional.
- ⑥ **Creative Curriculum:** You will spend your last 750 hours at Paul Mitchell The School Lexington in "high gear" by dressing, acting, and working like a 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.

INSTRUCTOR COURSE OVERVIEW

Course Hours: 1000 clock hours

The cosmetology teacher course is divided into three designations: Postgraduate Training, Psychology and Methodology, and Student Teaching.

In the 1000 hour course, the first 500 hours are Postgraduate Training, followed by 240 hours of Psychology and Methodology and 260 hours of Student Teaching.

INSTRUCTOR COURSE OUTLINE

A Your time in the Paul Mitchell The School Lexington cosmetology teacher course will be divided into three designations:

- 1 **Postgraduate Training:** This section is a refresher on cosmetology skills, where you will complete worksheets and take cosmetology written exams.
- 2 **Psychology and Methodology:** These classes focus on the theory of teaching, using *Milady's Master Educator* textbook, including weekly tests.
- 3 **Student Teaching:** You will learn to write lesson plans and do actual teaching from your lesson plans. There will be a practical teaching evaluation of your teaching skills.

STATE OF KENTUCKY REQUIREMENTS

Cosmetology

The instructional program of Paul Mitchell The School Lexington meets or exceeds these requirements:

UNITS OF INSTRUCTION:

First 300 Hours	Theory & Law	Demo	Practice	Hours
Orientation		6		6
Cosmetology History & Opportunities	5			5
Life Skills	7			7
Your Professional Image	6			6
Communicating for Success	7			7
Infection Control/Principles & Practice	10			10
Shampooing/Rinsing/Conditioning	5	2	3	10
Hairstyling to include pin curl and fingerwaves	20	15	30	65
Manicuring/Pedicuring/Advanced Nail Techniques	10	3	4	17
Kentucky Law	10			10
Haircutting		7	20	27
Permanent Waving		5	15	20
Hair coloring		15	25	40
Artificial Hair		2		2
Facials/Massage/Packs/Arching/Waxing/Makeup		2	5	7
Chemical Relaxing/Straightening		10	35	45
Sanitation/Safety		2	2	4
Guest Speaker		6		6
Practical Exam for Clinic			6	6
SUBTOTAL	80	75	145	300

Supervised Clinic Practice	Practice	Clinic	Total Hours
Sanitation & Safety		25	25
Shampooing/Rinsing/Conditioning		15	15
Hair & Scalp Treatments		20	20
Manicuring & Pedicuring		20	20
Haircutting		222	222
Hairstyling to include pin curl and fingerwave		230	230
Permanent Waving Chemical Relaxing		200	200
Hair coloring		140	140
Facials/Arching/Waxing		25	25
Desk & Dispensary		86	86
Communications & Client Relations		27	27
Guest Speakers		24	24
State Board Set/Mannikin Assignments	45		45
Final Practical Exam	6		6
SUBTOTAL	51	1034	1085

Scientific Subjects	Theory & Law	Total Hours
Properties of the Hair & Scalp	12	12
Facials	22	22
Facial Makeup	22	22
Hair Removal	9	9
Principles of Hair Design	12	12
Braiding & Braid Extensions	17	17
Wigs & Hair Enhancements	11	11
Chemical Texture Services	35	35
Haircutting	35	35
Haircoloring	35	35
Nail Structure & Growth	14	14
Histology of the Skin	12	12
Chemistry & Electricity	16	16
Anatomy & Physiology	14	14
Salon Business	14	14
Seeking Employment	18	18
On The Job	17	17
Kentucky Law	45	45
Demos/Lecture	22.5	22.5
Review & Final Exam	32.5	32.5
SUBTOTAL	415	415

Summary For Cosmetology	Hours
Scientific Subjects	440
Kentucky Law	55
Beginners Demonstration	75
Beginners Practice	145
Demonstration/Practice/Clinic	1085

In addition to the state requirements listed above, Paul Mitchell The School Lexington provides training in the areas of communication skills, professional ethics, salesmanship, decorum, record keeping, and client service record cards.

Instructor

The instructional program of Paul Mitchell The School Lexington meets or exceeds these requirements:

UNITS OF INSTRUCTION:

Subject	Hours
Orientation	6
The Challenge of Teaching	24
Characteristics of Teaching	25
Students & Learning	40
Developing a Course of Study	40
Planning for Effective Instruction	50
Methods & Processes of Teaching	45
Instructional Aids	50
Evaluating Student Performance	40
Creating a Positive Classroom Environment	25
Record Keeping	30
Promoting Positive Behavior	25
Conclusion-Reflection/Vision in Teacher Education	10
State Law & Regulations	20
Effective Communications	25
Salon/Business Management	25
Career Development	15
Final Examination	10
Teaching Observation	75
Teacher Assistant	165
Student Teaching	255
SUBTOTAL	1000

In addition to the state requirements listed above, Paul Mitchell The School Lexington provides training in the areas of communication skills, professional ethics, salesmanship, decorum, record keeping, and client service record cards.

COSMETOLOGY PROGRAM TESTING AND GRADING PROCEDURE

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

- ① **Weekly theory exams:** Students must receive a grade of 70% or higher on each weekly theory exam.
- ② **210 hour orientation practical skills evaluation test:** Students must receive a grade of 70% or higher. If a student fails to pass this evaluation test on their second attempt, they may be asked to withdraw and re-enroll in the next Core class start date.
- ③ **Final exam 1 (approximately 750 hour written test):** This test covers an overview of all related cosmetology subjects (e.g., anatomy, chemistry, etc.). Students must receive a grade of 70% or higher on all final exams.
- ④ **Final exam 2 (approximately 1300 hour written test):** The written exam covers an overview of all theory instruction, Kentucky state law, and other items covered on the state cosmetology exam. Students must receive a grade of 70% or higher on all final exams.
- ⑤ **Clinic classroom practical worksheets:** Students must complete all clinic classroom practical worksheets.

INSTRUCTOR PROGRAM TESTING AND GRADING PROCEDURE

The following testing and grading procedures are incorporated into the instructor 1000 hour courses:

- ① Students must receive a grade of 70% or higher on each theory exam (for 1000 hour course only). Theory exams cover a review of *Milady's Master Educator Student Course Book*.
- ② Students must receive 70% or higher on each final exam; final exams cover a complete overview of *Milady's Master Educator Student Course Book*.
- ③ Students must receive 70% or higher on the practical exam, which covers the practical application of cosmetology procedures.

MEASURABLE PERFORMANCE OBJECTIVES

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

SAFETY PRECAUTIONS FOR THE BEAUTY INDUSTRY

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

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

INDUSTRY REQUIREMENTS

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

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

STUDENT SERVICES

- 1 **Housing:** Paul Mitchell The School Lexington keeps a file of information about housing in the surrounding areas.
- 2 **Advising:** Students are provided with academic advising and additional assistance as necessary. If referral to professional assistance is necessary, the school maintains a record of such referral. Information and advice on any financial assistance are accessible to students. Paul Mitchell The School Lexington also gives advice and information to students on these subjects:
 - a. Regulations governing licensure to practice, including reciprocity among jurisdictions.
 - b. Employment opportunities within their field of study.
 - c. Opportunities for continuing education following graduation.

GRADUATION REQUIREMENTS IN COURSES

- ① Receive the required number of clock hours of training.
- ② Complete and receive passing grades on all practical graduation requirements and projects, including practical and theoretical examinations at the completion of 1300 clock hours for cosmetology students and 900 clock hours for Instructor students.
- ③ For a student to meet state requirements, all practical worksheets must be completed in its entirety and submitted to the Education Leader at the completion of 1300 clock hours for cosmetology students and 900 clock hours for instructor students.
- ④ Satisfactorily pass final written and practical exams.
- ⑤ Complete the required theory hours.
- ⑥ Tuition has been paid in full or has made satisfactory arrangements for payment of all monies owed to the school prior to 1400 clock hours for cosmetology students and 900 clock hours for instructor students.
- ⑦ Upon graduation the student will receive a certificate of completion.

A student who withdraws will receive a certified transcript, which will include the number of hours for which the school has been compensated. The School will not release an official transcript until all graduation requirements are met.

GRADUATES COMPLETING A PROGRAM AND REENROLLING IN A NEW PROGRAM

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

GRADUATION, PLACEMENT, AND JOB OPPORTUNITIES

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

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

STUDENT KIT – Cosmetology

Students are responsible to purchase a Paul Mitchell Kit at an additional cost from the tuition. Please note that students are responsible for the purchase of stationery supplies. *Textbook and educational materials may be purchased separately, which may discount kit costs.*

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

COMBS	ACCESSORIES	STUDENT EDUCATION MATERIALS
1 Paul Mitchell Black Metal Tail, 429	1 Paul Mitchell Metal Clips (pack 10)	1 Mens Cutting System DVD
1 Paul Mitchell Black Rat Tail, 814	1 Paul Mitchell Water Bottle	1 The Skill Cards
1 Paul Mitchell Pick Teasing, 109	1 Paul Mitchell Rolling Metal Case	1 Paul Mitchell Product Guide Workbook
1 Paul Mitchell Red Cutting Comb, 416		1 Connecting to my Future Book
1 Paul Mitchell Teal Carving, 424	TOOLS	1 Be Nice (Or Else!) Book
1 Paul Mitchell White Comb, 408	1 Paul Mitchell 3/4" Marcel Curling Iron	1 Plugged In Membership, and MASTERS Audio Club Subscription through enrollment (minimum 1 year)
1 Paul Mitchell Detangler Comb	1 Andis Clipper & Trimmer (set packed into bag)	1 The Mini - Color Swatch Book
BRUSHES	1 Paul Mitchell Manicure Set	1 The Color App
1 Paul Mitchell Paddle Plastic 427	2 Female Mannequin	1 The Cutting App
1 Paul Mitchell Scalp Brush	1 Express Ion Smooth +(Plus)	1 Makeup Kit and App
1 Paul Mitchell Sculpting Plastic 413	1 Express Ion Dry +(Plus)	1 Apple iPad with 2 year Apple Care
1 Paul Mitchell Styling Plastic 407	1 Paul Mitchell Classic Razor	1 Dollar Camp and App
1 Paul Mitchell Express Ion Round -Large	1 Paul Mitchell Scissor Case	1 Online Testing License
1 Paul Mitchell Express Ion Round - Small	1 Paul Mitchell 6.0" Scissors (R/L)	
CAPES	1 Paul Mitchell 5.5" Scissors (R/L)	
1 Paul Mitchell All Purpose Cape	1 Paul Mitchell 6.0" Texturizer (R/L)	
1 Paul Mitchell Cutting Cape	1 Paul Mitchell Tripod	

Textbooks listed below are included in the Paul Mitchell Kit at a discounted price to the student. For veterans or eligible person, the cost of the "Textbook and Supplies" may not be paid by the VA; the Veteran or eligible person will be responsible for payment.

TEXTBOOKS
1 Milady's Standard Cosmetology 2012 / Textbook (softcover) ISBN-13:9781439059296, \$108.95
1 Milady's Standard Cosmetology 2012, Coursemate ISBN-13: 9781133281566, \$159.95

STUDENT KIT – Instructor

Students are responsible to purchase:

1 Milady's Master Educator Student Course Book, 3rd Edition; (Softcover) ISBN-13: 9781133693697, \$161.95
1 Milady's Master Educator Exam Review, 3rd Edition; ISBN-13: 9781133776598, \$49.95
OR 1 Milady's Master Educator Coursemate, 3rd Edition; ISBN-13: 9781133776895, \$206.95

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

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.

- ① Title IV federal financial aid funds are awarded under the assumption that a student will remain in classroom attendance for the entire period for which funds were awarded. If a financial aid recipient withdraws from school after beginning attendance, the amount of Title IV grant or loan assistance earned by the student must be determined. The school is required to calculate the amount of Federal Title IV funds to be returned for a student who has withdrawn from all classes. If a student receives SFA (Student Financial Aid) in the form of loans and/or grants, withdraws from school after beginning attendance, the amount of SFA grant or loan assistance earned by the student must be determined.
- ② 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.
- ③ 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 for which he/she is eligible. The student will have 14 days to accept or decline the disbursement. If an acceptance is not received within this time frame, the institution will not make the post-withdrawal disbursement to the student.
- ④ 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 percent point in time in the payment period.
- ⑤ 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 percent 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 percent point of time. The percentage that has not been earned is calculated by determining the complement of the percentage earned (e.g., if 40 percent was earned, 60 percent was unearned).
- ⑥ 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.
- ⑦ If a student unofficially or officially withdraws and has received federal loans, the loans will go into repayment once the grace period expires.
 - a. Unofficial withdrawal applies when a student is absent for 14 or more consecutive calendar days;
 - b. Official withdrawal applies when a student notifies the school in writing or in person.In both cases the last day of attendance will be used in the return to Title IV calculation.
- ⑧ School scheduled breaks of five (5) or more consecutive days are excluded from the return to title IV calculation as periods of nonattendance and, therefore, do not affect the calculation of the amount of federal student aid earned. This provides for more equitable treatment of students who officially or unofficially withdraw near either end of the schedule break.
- ⑨ Title IV funds will be returned to the United States Department of Education within 45 days.

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

Refunds to Title IV programs will be made in the following order:

- ① Federal Unsubsidized Stafford Loan
- ② Federal Subsidized Stafford Loan
- ③ Federal PLUS Loan
- ④ Federal Pell Grant

INSTITUTIONAL REFUND/DROP POLICY

- ① Any monies due the applicant or student shall be refunded within 45 days of official cancellation or withdrawal. Official cancellation or withdrawal shall occur on the earlier of the dates that:
 - a. An applicant is not accepted by the school. This applicant shall be entitled to a refund of all monies paid to the school except a non-refundable application fee.
 - b. A student (or in the case of a student under legal age, his/her parent or guardian) cancels his/her contract and demands his/her money back in writing, 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 application fee. This policy applies regardless of whether or not the student has actually started training.
 - c. A student who cancels his/her contract after three (3) days of signing the contract but prior to entering classes is entitled to a refund of all monies paid to the school less a non-refundable application fee of \$100.00.
 - d. A student notifies the institution of his/her official withdrawal in writing.
 - e. A student is expelled by the institution.
 - f. For official cancellations as defined in paragraphs b, c, d, or e, the cancellation date will be determined by the postmark on written notification, 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 45 days of a determination by the institution that the student has withdrawn without notifying the institution. Unofficial withdrawals are monitored every 30 days and a determination is made to withdraw a student who has been absent from school for 14 or more consecutive calendar days; the withdrawal date that will be used in this calculation is the student's actual last date of attendance.
- 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, 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.
- ⑥ If a course and/or program is cancelled and ceases to offer instruction after the student has enrolled and instruction has begun, the school shall either provide a full refund of all monies paid or provide completion of the course and/or program.
- ⑦ For students who terminate prior to completion, an administration fee in the amount of \$100.00 will be assessed.
- ⑧ A student's account may be sent to collections for nonpayment.
- ⑨ If the school closes permanently and no longer offers instruction after a student has enrolled and instruction has begun, the school will provide a pro rata refund of tuition to the student.
- ⑩ 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.

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

Percentage Length Scheduled to Complete to Total Length of Program or Course	Amount of Total Tuition Owed to the School
0.01% - 4.9%	20%
5% - 9.9%	30%
10% - 14.9%	40%
15% - 24.9%	45%
25% - 49.9%	70%
50% and over	100%

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.

STUDENT FINANCIAL AID RELEASE

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

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

POLICY FOR VERIFICATION OF TITLE IV FUNDING

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

ELIGIBILITY OF FINANCIAL AID AFTER A DRUG CONVICTION

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

MAKEUP WORK

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

MAKEUP HOURS

The schools offers makeup hours Monday for day students and Friday and Saturday Day for night students. Students are only allowed to makeup hours missed and may not bank hours and attend over 40 hours per week. Hours and availability are limited and are on a first come bases. The makeup hours must be approved and scheduled in advanced by the Future Professional Advisor.

SATISFACTORY ACADEMIC PROGRESS POLICY

Students enrolled in programs 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 applicable students. *Evaluations are maintained in the student file.* The school will develop an academic and/or attendance plan to address the specific needs of those students who fail to meet the academic and/or attendance requirements at specific SAP evaluation points. A leave of absence will extend the student's contract period and maximum time frame by the same number of days taken in the leave of absence.

QUANTITATIVE AND QUALITATIVE FACTORS

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

- 1 A minimum cumulative theory grade level of 70%
- 2 A minimum cumulative academic level of 70% on practical worksheet completion*
- 3 To determine whether a student meets the academic requirements for Satisfactory Academic Progress, theory and practical grades are averaged together to give a minimum cumulative academic grade of 70%.
- 4 A minimum cumulative attendance of 80% of scheduled hours**

**To meet the state practical requirements for graduation, students must eventually complete all clinic classroom practical worksheets 100%. See LEARNING PARTICIPATION GUIDELINES*

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

A student who has not achieved the minimum cumulative GPA of 70% and/or who has not successfully completed at least a cumulative rate of attendance of 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 resulted in a status of Financial Aid Probation.

COMPLETION OF COURSE WITHIN DESIGNATED PERIOD OF TIME

Full Time Core and Protégé (the first 9 weeks of the day program) students attend school five (5) days per week, 9:00 a.m. – 4:30 p.m. Monday through Friday. After core students have completed nine (9) weeks of training they transition to the Adaptive/Creative schedule, which is 9:00 a.m. – 4:30 p.m. Tuesday through Saturday. Full time adaptive and creative day students attend five (5) days/35 hours per week, 9:00 a.m. – 4:30 p.m. Tuesday through Saturday. Night school students attend 20 hours per week, Monday through Thursday, 5:00 p.m. to 10:00 p.m.

The state of Kentucky requires 1500 clock hours for the cosmetology course. Students are expected to complete the course in no more than 125% of the program length. If a student is never absent, he/she should complete the course within 42.86 weeks for a full-time student and 75 weeks for a part-time student.

The state of Kentucky requires 1000 hours for the instructor course. Students are expected to complete the course in no more than 125% of the program length. If a student is never absent, he/she should complete the course within 28.57 weeks for a full-time student and 50 weeks for a part-time student.

MAXIMUM TIME FRAME

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

COURSE	LENGTH	MAXIMUM TIME FRAME
Cosmetology – Full Time	42.86 Weeks	53.57 Weeks
Cosmetology – Part Time	75 Weeks	93.75 Weeks
Instructor – Full Time	28.57 Weeks	35.71 Weeks
Instructor – Part Time	50 Weeks	62.5 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, if applicable, but they will be able to complete the program on a cash pay basis. For students with a disability that appeal, the student's disability will be considered as a factor towards maintaining Satisfactory Academic Progress.

INTERRUPTIONS, COURSE INCOMPLETES, AND WITHDRAWALS

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

LEAVE OF ABSENCE POLICY

A Leave of Absence (LOA) is a temporary interruption in a student's program of study. LOA refers to the specific time period during an ongoing program when a student is not in academic attendance. Leaves of Absence will be granted in the case of pregnancy or new mothers. A leave of absence will be permitted with a letter from the student's doctor. If a student is called into active duty for the military the school will grant a leave of absence. These are the only times leave of absences are granted.

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

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

- ① Complete and sign the school's Leave of Absence Request Form
- ② Be approved by the School's Future Professional Advisor and Financial Aid Leader.
- ③ Must be in Satisfactory Progress.
- ④ Leaves must be a minimum of 14 days and must not exceed a total of 180 days in a 12-month period.

Student's may not arbitrarily decide to "take" a leave of absence.

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

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

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

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

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

NONCREDIT, REMEDIAL COURSE, AND REPETITIONS

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

EVALUATION PROCEDURES AND REQUIRED LEVEL OF ACHIEVEMENT

Formal Satisfactory Progress Evaluations in both attendance and academics will occur when cosmetology students reach 450, 900, and 1200 *actual hours* and when instructor students reach *actual hours* of 450 and 900. The first evaluation will occur no later than the midpoint of the academic year.

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

- ① Examinations are given in all subjects.
- ② Grades and attendance (Satisfactory Academic Progress) records are reviewed and signed by the student and maintained in the student's financial file. The Satisfactory Academic Progress will reflect if the student evaluation will impact the students eligibility for Financial Aid. The student may request to review their financial aid file from the Financial Aid Leader or Director.

The following grading scale is used for theory progress:

A = 90 – 100% **B = 80 – 89%** **C = 70 – 79%** **Failing = Below 70%**

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

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

TRANSFER HOURS

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

DETERMINATION OF PROGRESS STATUS

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

WARNING

Students failing to meet minimum requirements for attendance and/or academic progress will be placed on Financial Aid Warning and considered to be making satisfactory academic progress during the warning period which is until the next evaluation period. The student will be advised in writing on the actions required to attain satisfactory academic progress by the next evaluation. During the Financial Aid Warning period, students are eligible, if applicable, to receive financial aid funds. If at the end of the warning period, the student has still not met both academic and/or attendance requirements, he/she may be placed on probation and, if applicable, the student may be deemed ineligible to receive Title IV funds.

PROBATION

Students who fail to meet the minimum requirements for attendance and academic progress after the Warning period, the student will be placed on probation and considered to be making satisfactory academic progress while during the probationary period, if the student appeals the decision, and prevails upon appeal.

Additionally, only students who have the ability to meet satisfactory academic progress policy standards by the end of the evaluation period may be placed on probation. Students placed on an academic plan must be able to meet requirements set forth in the academic plan by the end of the next evaluation period. Students who are progressing according to their specific academic plan will be considered making satisfactory academic progress. The student will be advised in writing of the actions required to attain satisfactory academic progress by the next evaluation. If at the end of the probationary period, the student has still not met both the attendance and academic requirements required for satisfactory academic progress or set forth by the academic plan, the student will be determined as NOT making satisfactory academic progress, and if applicable, the student will not be deemed eligible to receive Title IV funds.

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

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

APPEAL PROCEDURE

A student may appeal the Financial Aid ineligible decision if he/she has a reason for not making satisfactory progress and if he/she can document that the circumstances that caused the unsatisfactory academic progress determination have in some way changed and that satisfactory academic progress standard can be met by the end of the next evaluation period. A student has five (5) calendar 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, and does not prevail on appeal, the student will be determined as not making satisfactory progress and may be terminated.

This policy applies to all students regardless of whether or not they are eligible for Title IV funding programs. In order to comply with USDE requirements the terminology financial aid warning or financial aid probation will be used for both Title IV and non-Title IV students.

TERMINATION APPEAL PROCEDURE

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

An appeal hearing will take place within 15 business days of receipt of the written appeal. This hearing will be attended by the student, parent/guardian (if the student is a dependent minor), the student's learning leader, the future professional advisor, and the school director. A decision on the student's appeal will be made within three (3) business days by the director of education and will be communicated to the student in writing. This decision will be final.

If a student is terminated for gross misconduct, which includes but is not limited to reporting to school under the influence of alcohol or illegal drugs, cheating, stealing, insubordination, threats, and/or bullying, such termination is final and may not be appealed.

STUDENT RIGHT OF ACCESS AND RECORD RETENTION POLICY

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

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

Students (or parents or guardians, if the student is a dependent minor) are guaranteed access to their school records, with a staff member present, within 30 days from the date of the request. Copies of all records can be requested at \$0.20 per page.

General Release of Information

Except under the special conditions described in this policy, a student must provide written consent before the school may disclose personally identifiable information from the student's education records. The written consent must:

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

FERPA Disclosures to Parents

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

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

A school may disclose information from a student's education records to parents in the case of a health or safety emergency that involves the student, without needing the student's consent.

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

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

Release of Information to Regulatory Agencies

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

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

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

Disclosures in Response to Subpoenas or Court Orders

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

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

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

Disclosures for Other Reasons

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

Directory Information

Paul Mitchell The School Lexington does not publish "directory information" on any student.

Record Maintenance

All requests for releases of information are maintained in the student's file as long as the educational records themselves are kept. Student records are maintained for a minimum of five (5) years for withdrawal students; transcripts of graduates are kept indefinitely.

Amendment to Student Records

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

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

PERFORMANCE STATISTICS/JOB OUTLOOK

Paul Mitchell The School Lexington is accredited by the National Accrediting Commission of Career Arts and Sciences (NACCAS) and recognized by the U.S. Department of Education. Each agency requires schools to provide important information regarding outcome rates in the areas of completion, placement, and licensure; however, each agency requires that we provide outcome rates differently. NACCAS requires schools to list the outcome rates for each main campus and all additional campuses as a whole. In this case, Paul Mitchell The School Lexington is a Main campus. If you have any questions regarding our outcome rates, please see our Admissions Team for assistance.

Paul Mitchell The School Lexington's performance statistics for the calendar year 2016:

Graduation	Placement	Licensure
51.80%	77.78%	96.67%

NACCAS' 2016 Annual Report is derived from a single cohort of students – those scheduled to graduate in 2016. NACCAS' graduation, placement and licensure definitions are described below:

Graduation: Based on all students scheduled to graduate from the program in 2016. The scheduled graduation date is a student's most recent contract end date (i.e., the contract end date after all leaves of absence, schedule changes and re-enrollments have been accounted for). A student may count as a graduate if they have completed all applicable graduation requirements at the institution.

Licensure: Based on graduates from the graduation cohort who sat for all parts of their required licensure exam prior to November 30, 2017. A student in the licensure cohort may count as a "pass" if they pass all required portions of the examination prior to November 30, 2017.

Placement: Based on graduates from the graduation cohort who are eligible for placement. A student may count as placed if they are employed in a field for which their training prepared them prior to November 30, 2017. Students may be excluded from the calculation if they fall into one of the categories listed. In 2016, the school excluded the following number of students* based on each of the following categories:

- ① The graduate is deceased 0
- ② The graduate is permanently disabled 0
- ③ The graduate is deployed for military service/duty 0
- ④ The graduate studied under a student visa and is ineligible for employment in the U.S. 0
- ⑤ The graduate continued his/her education at an institution under the same ownership (e.g., a graduate of your cosmetology program subsequently enrolled in the instructor program of an institution under the same ownership) 0

Total Excluded 0

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

PROGRAM INTEGRITY

Paul Mitchell The School Lexington is accredited by NACCAS and uses its calculation for student placement based on each program offered. For the most recent gainful employment annual reporting period, NACCAS shows the following data for the **cosmetology program**:

Placement rate	On-time graduation rate	Median Loan Debt
77.78%	0%	2014–2015 Title IV: \$20,000.00. Private: \$0. Institutional: \$0.

For the most recent gainful employment annual reporting period, NACCAS shows the following data for the **instructor program**:

Placement rate	On-time graduation rate	Median Loan Debt
N/A	N/A	2014–2015 Title IV: \$0. Private: \$0. Institutional: \$0.

On-time completion is deemed by the U.S. Department of Education as anyone who graduates within the normal completion time. When a student completes their graduation requirements, including all theory and practical assignments, and the required number of clock hours contracted for within their original contracted graduation date, that student is considered to have graduated on-time. If a student delays their graduation for any reason—such as family responsibilities, day care issues, and other life events—and that causes them to graduate after their original contract end date, they are not considered an on-time graduate. Please note that our graduation rates that are provided in the school catalog are based on how many students started the program and how many completed within the reporting period.

For more information about our graduation rates, the median debt of students who completed the program, and other important information, please visit our Web site at: lexington.paulmitchell.edu/programs.

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

Graduation
55%

Paul Mitchell The School Lexington 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.

STUDENT PROFESSIONAL DEVELOPMENT GUIDELINES

All students must commit to and follow the Student Professional Development Guidelines during their enrollment at Paul Mitchell The School Lexington. 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 time clock and does not round hours. 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 9:00 AM to 4:30 PM for day students and 5:00 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 Night students may not miss Mondays; day students may not miss Saturdays.
- ⑥ Students must be on time, as tardiness inhibits the learning process. Students who are late for theory class may not enter the classroom and will not receive theory credit. They may “clock in” and will be assigned special projects or assignments pertaining to their course of study. Students who are late for a specialty class or a guest artist class may attend the class, but must be accompanied into the classroom by an instructor. Students are never excused from mandatory theory class to work in the clinic.
- ⑦ During the contracted enrollment period, applicant student must maintain a 90% attendance average each month in order to complete the program by the contracted end date. The student is allowed to miss 10% of his or her scheduled hours before having to pay extra instructional charges. The student may use the 10% excused absences for vacation, doctor appointments, illness, etc.; however, the student may not be out of school 14 consecutive calendar days or he or she may be terminated. If the student must attend additional program hours beyond his or her contracted end date due to not meeting a 90% attendance average or to complete academic graduation requirements, the student will be charged an additional \$7.50 (cosmetology) or \$4.00 (instructor) for each hour scheduled to complete after the contracted end date is reached.

*****Refer to the school enrollment contract for the Enrollment Contract Period definition.
Please note that if a student misses more than 14 consecutive calendar days, the student may be terminated from the program.***
- ⑧ Students attend Core the first 6 weeks 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.
- 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; 20 hours per week for part-time students. Holidays such as Thanksgiving, Christmas, and New Year’s Day will be set according to the calendar each year. Students cannot bank hours and attend over 35 or 20 hours per week to make up for missing hours. If a student will miss hours during the week, arrangements must be made with the Learning Leader Advisor to make up those hours within the same week, or the hours missed will count against the hours allowed to miss and overtime charges can occur.
- ⑪ Lunches and breaks are scheduled for all students. All students will take 30 minutes for lunch between 12:00 noon and 1:30 PM. Students should communicate with their instructor if they have not had lunch by 1:30 PM.

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

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

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

Search Policy

Lockers and stations furnished for student use belong to the school and are subject to search by the school or police officials at any time for any reason. By entering onto the premises of the school, students agree that they and any items, including handbags, briefcases, purses, and personal belongings they bring with them, are subject to reasonable search by school personnel at any time for any reason.

Professional Image: A professional image is a requirement for successful participation in school. Students must maintain the following professional dress code:

- ① Core and Phase One students must wear all black.
- ② Phase Two and instructor program students must wear black or white in any combination.
- ③ A minimal print in clothing is acceptable only if it is a black and white print.
- ④ Clothing must be professional, clean, and free of stains and tears.
- ⑤ Shoes should be black, professional, and comfortable for all students.
- ⑥ Hair must be clean and styled prior to arriving at school. Ponytails are not acceptable.
- ⑦ Cosmetics must be applied prior to arriving at school, using trend-appropriate makeup techniques.
- ⑧ The following is a list of unacceptable dress:
 - a. Tennis shoes, gym shoes, foot thongs, Crocs, or beach sandals
 - b. Jeans or clothing made of jeans material
 - c. Tank or sleeveless tops
 - d. Sweatpants and sweatshirts
 - e. Printed T-shirts other than those with a PAUL MITCHELL logo; acceptable T-shirts must be clean and professional, and you must dress them up
 - f. Short skirts that fall above fingertips
 - g. Hats, visors, bandanas, caps, or beanies
 - h. Shorts, spandex or biking shorts
 - i. Hooded sweatshirts, jackets, or tops
- ⑨ Students who fail to comply with the professional dress code will be asked to leave and return with appropriate attire.

Sanitation and Personal Services

- ① Students must keep workstations and classroom areas clean, sanitary, and clutter-free at all times.
- ② Students must clean their stations, including the floor, after each service.
- ③ Hair must be swept up immediately after a service is completed, before blow-drying.
- ④ Workstations must be cleaned at the end of the day, prior to clocking out for the day.
- ⑤ Students may receive services on Tuesday through Thursday. To receive a service, students must do the following prior to starting the service:
 - a. Notify an instructor.
 - 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 students who are up to date with all projects, exams, and worksheets. School assignments and successful learning are the priority.

Communication Guidelines and Professional Conduct

- ① Visitors are allowed in the reception area only. Visitors are not allowed in the classrooms, student lounge, or clinic floor 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 not permitted in the school.
- ④ Students may not visit with another student who is servicing a client.
- ⑤ Students may not gather around the reception desk, reception area, or offices.
- ⑥ Food, drinks, and water bottles are allowed only in the lunchroom.
- ⑦ Paul Mitchell The School Lexington is a smoke-free campus. Students who fail to follow this policy will be suspended for a total of three (3) days.
- ⑧ Stealing or taking school or another's personal property is unacceptable

Late Payments

If a student fails to make a scheduled tuition payment, the student may receive a coaching session on the Future Professional Advisory Form. If a student consistently fails to make scheduled payments, the student may be terminated from the program.

Learning Participation Guidelines

- ① Peer teaching and tutoring are encouraged. Taking credit for another's work or cheating during exams is unacceptable.
- ② Students will be expected to maintain an average of 70% on all theory tests and assignments.
- ③ Students may not be released from required theory class to take a client.
- ④ Only desk personnel may schedule or change client service appointments.
- ⑤ All services must be checked and the service ticket initialed by an instructor.
- ⑥ Students are expected to be continuously working on school-related projects, assignments, reading, or test preparation during school hours.
- ⑦ Students will receive clock hours during the times they fully participate in their learning experience.
- ⑧ When students are not scheduled with service appointments or are not scheduled to attend theory or an specialty class, they may focus on the following:
 - a. Completion of monthly worksheets
 - b. Completion of theory review worksheets
 - c. Performing a service on another student
 - d. Listening to or reading school resource center materials, including educational videos, audiotapes, and books
- ⑨ Students must comply with school personnel and instructor's assignments and requests as required by the curriculum and student guidelines and rules.
- ⑩ Students may not perform hair, skin, or nail services outside of school unless authorized to do so by school administration. Conducting unauthorized hair, skin, 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 Students are responsible for their own equipment and may use a station drawer only while working at that station. All equipment, tools, and personal items must be secured in their assigned locker. Paul Mitchell The School Lexington is not responsible for any lost or stolen articles.
- ⑫ Parking is allowed in assigned parking areas only or cars may be towed at the owner's expense.
- ⑬ All worksheets are due by the end of school.
- ⑭ If a student fails to complete a worksheet 100%, the student will be placed on the Back on Track list and will remain on the list until the following month.
- ⑮ If a student 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 class start date.
- ⑯ Milady Theory: Students will not be allowed in theory once the door is closed. The student will not receive theory credit during this time. If a student chooses to leave theory class for any reason he/she will not be allowed to return to theory class. If there's a transition period during theory, a student will be allowed to enter to receive credit for the remaining scheduled time in theory. Theory is a class required to graduate. Refer to the graduation requirements.

COACHING AND CORRECTIVE ACTION

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

The following actions may be inspected for a coaching session:

- ① **Attendance and Documentation of Time Guidelines:** Attendance, promptness, and documentation of work are cornerstones of successful work practices. Students may be clocked out, released for the day, or receive a coaching session when they do not comply with guidelines.
- ② **Professional Image Standards:** Professional image standards were created to provide guidance and direction to students as they develop their professional image and persona. Students may be clocked out and released for the day when they do not meet professional image standards.
- ③ **Sanitation and Personal Service Procedures:** Sanitation and personal service procedures have been established to comply with state laws and to provide a safe and clean service environment. Students may be clocked out and released for the day when they do not follow sanitation and personal service procedures.
- ④ **Communication Guidelines and Professional Conduct:** It is the school's responsibility to provide a learning environment that is professional, positive, and conducive to learning. Staff and students all contribute to a mutually respectful learning environment that fosters effective communication and professional conduct. Students who fail to follow communication guidelines and who do not conduct themselves in a respectful and professional manner may experience a coaching session or termination.
- ⑤ **Learning Participation Guidelines:** The learning participation guidelines have been established to provide a creative, fun, interactive, and collaborative learning environment that empowers students to act as "future salon industry professionals" and committed learners. Positive behavior is required to create a mutually beneficial learning environment for all students. Students who fail to meet the guidelines and create challenges for other students or staff may receive a coaching session or be terminated.

Corrective Action Steps

Once a student has received five (5) coaching sessions, the student may be suspended from school for five (5) days. Suspended students will be required to pay the administrative re-entry fee. If a student receives two (2) more coaching sessions after readmission from a five (5) day suspension, the student's enrollment 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.

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

POLICIES AND PROCEDURES FOR STUDENTS WITH DISABILITIES

- ❶ **Accommodation Procedures for Students with Disabilities**
- ❷ **Grievance Procedures for Students who have Complaints on the Basis of Disability**

❶ **Accommodation Procedures for Students with Disabilities**

Non-Discrimination Policy — It is the policy of Paul Mitchell The School to comply with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act which are Federal laws that prohibit discrimination on the basis of disability. Paul Mitchell The School does not discriminate on the basis of disability against a qualified person with a disability in regard to application, acceptance, grading, advancement, training, discipline, graduation, or any other aspect related to a student's participation in a program of Paul Mitchell The School. This applies to all students and applicants for admission to The School. Paul Mitchell The School will provide reasonable accommodations to students with disabilities.

Definition of an Individual with a Disability — An *individual with a disability* is a person who has a physical or mental impairment which substantially limits one or more major life activities of the individual. These persons are protected by Section 504 of the Rehabilitation Act and the Americans with Disabilities Act (ADA). Individuals with a record of such an impairment and individuals who are regarded as having such an impairment are also protected by these Federal laws. The definition of "disability" in Section 504 and the ADA should be interpreted to allow for broad coverage.

The phrase *physical impairment* means a physiological disorder or condition, a cosmetic disfigurement, or an anatomical loss, that affects one or more of the following body systems: neurological; musculoskeletal; special sense organs (which would include speech organs that are not respiratory such as vocal cords, soft palate, tongue, etc.); respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine. Examples include, but are not limited to, orthopedic, visual, speech, and hearing impairments, cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, HIV disease (symptomatic or asymptomatic), tuberculosis, drug addiction, and alcoholism.

The phrase *mental impairment* means any mental or psychological disorder, including but not limited to, mental retardation, organic brain syndrome, emotional or mental illness, specific learning disabilities, post-traumatic stress disorder, depression and bi-polar disorder. The phrase substantially limits must be interpreted without regard to the ameliorative effects of mitigating measures, other than ordinary eyeglasses or contact lenses. Mitigating measures are things like medications, prosthetic devices, assistive devices, or learned behavioral or adaptive neurological modifications that an individual may use to eliminate or reduce the effects of an impairment. These measures cannot be considered when determining whether a person has a substantially limiting impairment. An impairment that is episodic or in remission is a disability if, when in an active phase, it would substantially limit a major life activity. For example, a student with bipolar disorder would be covered if, during manic or depressive episodes, the student is substantially limited in a major life activity (e.g., thinking, concentrating, neurological function, or brain function).

The phrase *major life activities* means functions such as caring for one's self, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working. Major life activities also includes major bodily functions such as functions of the immune system, normal cell growth, and digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

The School's Responsibilities to Students with Disabilities

The School must provide *academic adjustments*, *auxiliary aids* and *reasonable accommodations* to students with disabilities, that are necessary to ensure students are not denied the benefits of, or excluded from participation in, The School's program. The School must make modifications to its academic requirements that are necessary to ensure that the requirements do not discriminate against students with disabilities. The School must ensure that it provides physical access to students with disabilities. It is also the responsibility of Paul Mitchell The School to permit students with disabilities to use service dogs on each campus.

The person responsible for implementing these responsibilities at Paul Mitchell The School Lexington Campus is: Tonya Logan; ADA Compliance Coordinator; 3644 Boston Rd., Lexington, KY 40514; (859) 223-3644; tonyal@lexington.paulmitchell.edu.

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

Procedures for Students and The School

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

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

The documentation of disability is kept at all times in a locked, private file at The School. To protect privacy, direct access to this documentation is by written consent only. The ADA Compliance Coordinator will determine what information needs to be shared with Paul Mitchell The School staff and Learning Leaders, on an "as needed basis," in order to facilitate academic accommodations or other services.

Student requests for accommodations and interactive discussion with ADA Compliance Coordinator — Students who plan to request accommodations should contact the ADA Compliance Coordinator promptly, so there is time for the Coordinator to review the student's documentation and discuss accommodations with the student before the student begins the class or program for which the accommodation is being requested. When a student contacts the Coordinator, the Coordinator will keep a record of the dates and contacts with the student, including a record of the accommodations requested by the student. Students who have questions about the type of documentation they need to provide should contact the Coordinator to discuss this.

The student and the ADA Compliance Coordinator will discuss how the student's impairment impacts the student, how the student expects the impairment to impact the student in The School's program, the types of accommodations the student has previously received (if any), and the accommodations being requested by the student from The School. The Coordinator and the student should discuss accommodations needed during all phases of the program (Core, Adaptive and Creative), and for classroom instruction, skills based instruction and skills practice.

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

Here are some examples:

- A student with an orthopedic disability may need cushioned floor mats and scheduled times to sit down. These students may also need particular kinds of chairs.
- A student with a learning disability or attention deficit disorder may need extra time to take tests, such as ninety minutes to take a test instead of the sixty minutes allowed to other students. These students may need to take their tests in a location that is quiet and has no distractions, such as an office rather than the classroom.
- A student with a learning disability or psychological disability may need a note taker, a copy of the instructor's notes or presentation, or to use a tape recorder during instruction.
- A student with post-traumatic stress disorder or an anxiety disorder may need to take periodic leaves of absence, or may need to structure their program so that it is scheduled over a longer period of time than usual. These students may need to take breaks in a quiet room during skills practice.
- A student with a hearing impairment may need instructors to use voice amplification systems, or may need the School to provide a sign language interpreter.
- A student with diabetes may need periodic breaks to check his or her blood sugar level.

Decision about accommodations, and ensuring implementation of accommodations — The ADA Compliance Coordinator will decide the accommodations to be provided to the student. The Coordinator will consider any past accommodations that have been effective for the student, and will give primary consideration to the type of accommodation requested by the student. Alternate accommodations may be provided if there is an alternative accommodation that would be equally effective for the student.

The Coordinator will make a decision no later than two weeks after the student states the request for an accommodation. If the student does not submit documentation of a disability at the time the student requests an accommodation, the Coordinator will make a decision no later than two weeks after the student provides the documentation.

The Coordinator will list the approved accommodations in writing and provide this to the student. The Coordinator will inform the appropriate Learning Leaders and school staff of the accommodations they are responsible for providing to the student, how to provide the accommodations, and when to provide the accommodations. The Coordinator will keep a written record of these contacts about the student's accommodations. The Coordinator will verify that the accommodations are being implemented for the student through direct observation, report by the student, and/or documentation from The School staff. If the student informs the Coordinator that an accommodation is not being fully implemented, the Coordinator will immediately intervene with relevant staff members to ensure the accommodation is provided to the student.

After accommodations have been approved for a student, the Coordinator will make an appointment with the student for a time when the student's program is expected to change. The purpose of the appointment is to determine whether the student's accommodations should be changed when the student's program phase changes, or the type of instruction changes.

Additional factors — The School is not obligated to provide accommodations that would result in a fundamental alteration of The School’s program. In this case, the Coordinator will promptly search for an equally effective alternate accommodation for the student that would not fundamentally alter the program. The Coordinator will offer the alternate accommodation to the student.

The School is not obligated to provide accommodations that would result in an undue financial or administrative burden on The School. If the Coordinator decides that a requested accommodation might impose such a burden, the Coordinator will discuss the issue with The School owner, who will take into account the overall financial resources of The School. The School owner will make the final decision, in accord with the requirements of Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. If The School owner determines that the requested accommodation would be an undue burden, the Coordinator will promptly search for an equally effective alternate accommodation for the student and offer the alternate accommodation to the student.

Appeals by Students

A student may appeal any accommodation decision made by the ADA Compliance Coordinator if the student disagrees with the decision. Here are some examples: A student may appeal the Coordinator’s decision to deny a requested accommodation. A student may appeal a decision by the Coordinator to provide an alternate accommodation rather than the specific accommodation requested by a student. A student may appeal a decision by the Coordinator that the student has not presented sufficient documentation to support the requested accommodation. A student may also file an appeal when a school staff member fails to provide an approved accommodation, and the Coordinator has not effectively addressed the situation.

When a student wishes to file an appeal, the student must notify Jeremy Teall; Owner; 3644 Boston Rd., Lexington, KY 40514; (859) 223-3644; jeremyt@lexington.paulmitchell.edu. The student must explain his/her reasons for disagreeing with the Coordinator’s decision, or explain how the student’s accommodation is not being implemented, and submit any relevant documentation.

Within five calendar days of receiving a student’s appeal the Director will meet with the student and the Coordinator to discuss the issues presented by the student’s appeal. If appropriate, the Director will also discuss the issues with other School staff members.

When a student appeals a decision made by the Coordinator, the Director will determine whether the Coordinator’s decision should be revised or remain the same. If the decision is revised, the Director will ensure that the revised decision is implemented.

When a student files an appeal on the basis that an approved accommodation is not being implemented, the Director will determine whether the accommodation is being fully implemented, and if it is not, ensure that the accommodation is implemented. The Director will inform the student of the decision in writing no later than fourteen days after receiving the student’s appeal.

Training and Mediation Responsibilities of the ADA Compliance Coordinator

The ADA Compliance Coordinator at each campus will deliver disability training sessions for all campus staff members at least once each calendar year. In these training sessions the Coordinator will explain the basic requirements of Section 504 of the Rehabilitation Act and the Americans with Disabilities Act as they apply to The School. The Coordinator will address: The School's responsibility to provide accommodations to students with disabilities; how to appropriately interact with students with particular kinds of disabilities; how to go about implementing accommodations that the Coordinator has approved for students; how to support students with disabilities in The School's programs; that students with disabilities cannot be penalized for using approved accommodations. The Coordinator will keep a record of each training session.

The Coordinator may also provide trainings for students who wish to learn about The School's process for providing accommodations, or about The School's grievance procedures.

To help ensure that future campus staff members and students are aware of The School's policies, the Coordinator will make sure that the Accommodations Procedures and the Grievance Procedures are continually posted at the campus.

The Coordinator will assist students with disabilities who have concerns about implementation of their accommodations or their treatment by The School staff members or other students. At the request of a student, the Coordinator will informally mediate or attempt to resolve issues related to the student's disability. If this informal process does not resolve the student's concerns, the student may file a grievance as described in Section II below.

② Grievance Procedures for Students who have Complaints on the Basis of Disability

Paul Mitchell The School is responsible for providing a grievance procedure to students who feel they have been discriminated against on the basis of disability. The grievance procedure provides students the opportunity to file a complaint. The School then has the responsibility to objectively investigate the allegations in the complaint and determine whether the student has been discriminated against. If The School determines that discrimination occurred, The School must take appropriate steps to correct the discrimination and prevent it from reoccurring.

Grievance complaints — A student may file a grievance if the student feels he or she has been discriminated against because the student is disabled, or because the student is regarded as being disabled, or because the student has a record of being disabled. A student may also file a grievance if the student feels that he or she has been retaliated against for advocacy based on disability. Here are some examples of discrimination:

- An instructor or other students refer to the student in a derogatory way related to the student's disability.
- An instructor generally refers to students with particular types of disability in a derogatory way.
- Other students refuse to work with the student because the student is disabled.
- A School staff member refuses to provide a service to the student that the staff member provides to other students.
- A school staff member takes a negative action toward the student after the student asked for accommodations for a disability.
- A guest presenter at The School makes derogatory statements about students with disabilities, or states that students with disabilities can never be employed in the presenter's field.
- A student's request for accommodation was denied by The School, or an instructor did not implement an accommodation for the student that was approved by The School.

A student must file a grievance complaint within 90 days of the date the discriminatory act occurred, or within 90 days of the end of an informal attempt to resolve the complaint, whichever is later. The complaint must be written. In the complaint, the student must describe what happened and the dates the acts took place, and state who was involved. The student should explain why the student believes the acts were taken based on disability. The student should describe or provide copies of any relevant documents or emails, if available.

A student may ask the Campus ADA Compliance Coordinator to try and informally resolve the student's complaint before the student files a written complaint. However, the student is not required to try informal resolution before filing a written complaint.

The complaint must be sent to Jeremy Teall; Owner; 3644 Boston Rd., Lexington, KY 40514; (859) 223-3644; jeremyt@lexington.paulmitchell.edu.

Investigation of the Complaint — When the Director receives a written complaint, the Director will immediately begin an objective investigation. The School has the right to contract with an independent investigator to conduct any investigation. Within seven days, the Director will discuss the allegations in the complaint with the student, and obtain any needed additional information from the student. The Director will obtain from the student the names of any persons the student believes will have relevant information. The Director will gather all information necessary to determine what took place. To do so, the Director will interview any School staff members or students who engaged in the actions or may have witnessed the actions that the student is complaining about. The Director will interview persons that the student stated may have relevant information. The Director will gather any relevant documents such as emails, student work or instructor's records. During the investigation, the Director will disclose the complaint, and confidential information about the student, only to the extent necessary to investigate the allegations of the complaint.

After reviewing all the evidence gathered, the Director will determine whether the student was treated differently from other students based on disability; or whether the student was harassed based on disability; or whether the student was retaliated against because the student advocated on the basis of disability; or whether the student was denied an accommodation that The School should have provided to the student.

Written Decision — The Director will provide the student with a written decision no later than sixty days after the date the student filed the complaint. The decision will state the determination reached by the Director at the conclusion of the investigation, and the reasons the Director reached that determination. If the Director concludes that the student was discriminated against on the basis of disability, the decision will state the types of remedial action that The School has taken or will take to correct the discrimination. The decision will also state how The School will prevent the discriminatory acts from occurring again.

Appeals by Students — If the student who filed the complaint disagrees with the decision made by the Director, or disagrees with the remedial action specified, the student may appeal the decision to The School Owner. The appeal must be written and sent to Jeremy Teall; Owner; 3644 Boston Rd., Lexington, KY 40514; (859) 223-3644; jeremyt@lexington.paulmitchell.edu. The appeal must state the specific reasons that the student disagrees with the decision. Appeals must be filed no later than thirty days after the student receives the written decision from the Director.

The Owner will review all the information provided by the student in the appeal, the decision by the Director, the interview records made by the Director and the documents gathered by the Director. The Owner will issue a written decision to the student within fourteen days after receiving the student's appeal. The Owner will determine whether the decision should be revised or remain the same. If the Owner determines that the decision should be revised, the Owner will ensure that any necessary changes in the remedies are implemented.

STUDENT AND EMPLOYEE ANTI-HARASSMENT AND DISCRIMINATION POLICY

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

Paul Mitchell The School Lexington's anti-harassment policy applies to all persons involved in the operation of Paul Mitchell The School Lexington, and prohibits unlawful harassment by any employee of Paul Mitchell The School Lexington, as well as students, customers, third parties, vendors or anyone who does business with Paul Mitchell The School Lexington. It further extends to prohibit unlawful harassment by or against students. Any employee, student or contract worker who violates this policy will be subject to disciplinary action. To the extent a customer, vendor or other person with whom Paul Mitchell The School Lexington does business engages in unlawful harassment or discrimination, Paul Mitchell The School Lexington will take appropriate corrective action. The grievance procedure will provide that complaints may be filed about discrimination in any academic, educational, extracurricular, athletic or other programs operated or sponsored by, or related to, Paul Mitchell The School Lexington, whether the programs take place on the campus of a school, during a school-sponsored field trip, or other off-campus events.

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

Definitions

Sex Discrimination is defined as treating individuals differently on the basis of sex with regard to any aspect of services, benefits, or opportunities Paul Mitchell The School Lexington provides such as:

- ① Treat a person differently in determining whether he or she satisfies any requirement or condition for the provision of an aid, benefit, or service;
- ② Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;
- ③ Deny any person an aid, benefit, or service
- ④ Subject any person to separate or different rules of behavior, sanctions, or other treatment in providing an aid, benefit, or service
- ⑤ Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;
- ⑥ Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

Sexual Harassment is defined as unwelcome conduct of a sexual nature. It includes unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature. Sexual harassment is conduct that explicitly or implicitly affects a person's employment or education or interferes with a person's work or educational performance or creates an environment such that a reasonable person would find the conduct intimidating, hostile or offensive.

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

Domestic Violence is defined as abuse committed against an adult or a minor who is a spouse or former spouse, cohabitant or former cohabitant, or someone with whom the abuser has a child, has an existing dating or engagement relationship, or has had a former dating or engagement relationship.

Dating Violence is defined as abuse committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim.

Sexual Assault occurs when a physical sexual activity is engaged in without the consent of the other person or when the other person is unable to consent to the activity. The activity or conduct may include physical force, violence, threat, or intimidation, ignoring the objections of the other person, causing the other person's intoxication or incapacitation through the use of drugs or alcohol, and taking advantage of the other person's incapacitation (including voluntary intoxication).

Stalking is behavior in which a person repeatedly engages in conduct directed at a specific person that places that person in reasonable fear of his or her safety or the safety of others.

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

Prohibited Conduct

This policy strictly prohibits sexual or other unlawful harassment or discrimination as well as sexual violence, as defined above. Sexual or other unlawful harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability, color or any other legally protected basis if:

- ① submission to such conduct is made either explicitly or implicitly a term or condition of an individual's education or employment;
- ② submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's education or employment; or
- ③ it creates a hostile or offensive environment, which means the alleged conduct is sufficiently serious to limit or deny a student's or ability to participate or benefit from the student's education program.

Unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status, sex or other legally protected categories.

Sexual harassment is conduct based on sex, whether directed towards a person of the opposite or same sex, and may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", practical jokes, jokes about or displays of obscene printed or visual material, questions about sexual fantasies, preferences or history, and physical contact such as patting, pinching, or intentionally brushing against another person's body.

Gender-based harassment, including acts of verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping are strictly prohibited, even if those acts do not involve conduct of a sexual nature.

Complaint/Grievance Procedure

The following grievance procedures shall be used to address sex discrimination complaints filed by students/employees or complaints filed on their behalf against employees, other students, or third parties.

If you believe that you have experienced or witnessed harassment or sexual violence, notify your Learning Leader, supervisor, Paul Mitchell The School Lexington Owner, or the Title IX Coordinator as soon as possible after the incident. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, student, vendor or other person who does business with Paul Mitchell The School Lexington is exempt from the prohibitions in this policy. Supervisors will refer all harassment complaints to the Title IX Coordinator for student-related complaints and to Paul Mitchell The School Lexington Owner if the complaint involves an employee. In order to facilitate the investigation, your complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. A sex discrimination complaint should be filed within 180 days from the date of the alleged discriminatory incident. Upon receiving any report of discrimination, including harassment, regardless of the filing date or when the school receives notice, the school will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the student, and on others, if appropriate. All documentation pertaining to the complaint/grievance will be confidential. The complaint/grievance once received will be maintained in the student's and/or employee's permanent file, which has limited staff access, this includes verbal complaints.

All complaints involving a student will be referred to the campus's Title IX Coordinator. The Title IX Coordinator is listed below and has the responsibility of overseeing all Title IX complaints and identifying and addressing any patterns or systemic problems that arise during the review of such complaints.

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

Title IX Coordinator: Tonya Logan 3644 Boston Road Lexington, KY 40514 tonyal@lexington.paulmitchell.edu 859-223-3644	School Owner: (for complaints involving employees) Jeremy Teall 3644 Boston Road Lexington, KY 40514 jeremyt@lexington.paulmitchell.edu 859-223-3644
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Paul Mitchell The School Lexington ensures that its employee(s) designated to serve as Title IX Coordinator(s) have adequate training on what constitutes sexual harassment, including sexual violence, and that they understand how Paul Mitchell The School Lexington's grievance procedures operate. Because complaints can also be filed with the School Owner, these employees also receive training on Paul Mitchell The School Lexington's grievance procedures.

Investigation of Complaints

In response to all complaints, Paul Mitchell The School Lexington promises prompt and equitable resolution through a reliable and impartial investigation of complaints, including the opportunity for both parties to present witnesses or other evidence. The time necessary to conduct an investigation will vary based on complexity but will generally be completed within sixty (60) days of receipt of the complaint. If a complainant requests confidentiality, Paul Mitchell The School Lexington will take all reasonable steps to investigate and respond to the complaint consistent with the request. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, Paul Mitchell The School Lexington will inform the complainant that its ability to respond may be limited.

The preponderance of the evidence standard will apply to investigations, meaning Paul Mitchell The School Lexington will evaluate whether it is more likely than not that the alleged conduct occurred. Both parties will receive written notice of the outcome of the complaint within 60 days of receipt of complaint. Written notice will include:

- ① Whether Paul Mitchell The School Lexington found that the alleged conduct occurred, and whether it constituted discrimination.
- ② Any individual remedies offered or provided to the complainant or any sanctions imposed on the respondent that directly relate to the complainant. The respondent's version will not include individual remedies offered or provided to the complainant unless the remedy directly involves the respondent.
- ③ Any other steps Paul Mitchell The School Lexington took to eliminate the hostile environment, if Paul Mitchell The School Lexington found one to exist, and prevent recurrence.

During the investigation, Paul Mitchell The School Lexington will provide interim measures, as necessary, to protect the safety and wellbeing of students and/or employees involved. Examples of temporary and permanent measures to protect the complainant as necessary are:

- ① No contact order
- ② Change academic situations as appropriate with minimum burden on the complainant
- ③ Counseling
- ④ Health and mental services
- ⑤ Escort services
- ⑥ Academic support
- ⑦ Retake a program or withdraw without penalty

If Paul Mitchell The School Lexington determines that unlawful harassment or sexual violence has occurred, immediate appropriate corrective action will be taken in accordance with the circumstances involved, and Paul Mitchell The School Lexington will take steps to prevent the recurrence of any harassment or discrimination. Any employee determined by Paul Mitchell The School Lexington to be responsible for unlawful harassment or discrimination will be subject to appropriate disciplinary action, up to and including termination.

Remedies for student-related claims may include, but are not limited to, an order to stay away, suspension or expulsion.

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

Paul Mitchell The School Lexington should make appropriate referrals to law enforcement. Paul Mitchell The School Lexington will also notify complainants of the right to proceed with a criminal investigation and a Title IX complaint simultaneously.

Paul Mitchell The School Lexington will not wait for the criminal investigation or criminal proceeding to be concluded before beginning its own investigation.

Retaliation Prohibited

Paul Mitchell The School Lexington prohibits any form of retaliation, intimidation or harassment against any individual who filed or otherwise participated in the filing or investigation of a complaint of discrimination. Any individual who believes he/she has been subjected to retaliation may file a separate complaint under this procedure.

Reporting Requirements

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

Additional Information

Paul Mitchell The School Lexington does not allow conflicts of interest (real or perceived) by those handling the procedures. The school does maintain all documentation of any proceeding. The school will inform the students at regular intervals of the status of the investigation. The school will disallow evidence of past relationships.

Employees should contact Paul Mitchell The School Lexington Director for more information or any questions related to this policy. Students may contact the Title IX Coordinator with any questions related to this policy. In addition, the U.S. Department of Education Office for Civil Rights ("OCR") investigates complaints of discrimination, including harassment of students in educational programs or activities. This agency may serve as a neutral fact finder and will attempt to facilitate the voluntary resolution of disputes with the parties. For more information, visit the OCR website at: <http://www.hhs.gov/ocr/>.

U.S. Department of Education

Students or The School staff who have questions or concerns about disability issues may contact the Office for Civil Rights (OCR), U.S. Department of Education. OCR enforces Section 504 of the Rehabilitation Act and the Americans with Disabilities Act as they apply to post-secondary educational institutions.

The OCR National Headquarters is located at:

U.S. Department of Education, Office for Civil Rights
Lyndon Baines Johnson Department of Education Bldg
400 Maryland Avenue, SW
Washington, DC 20202-1100

Telephone: (800) 421-3481

FAX: (202) 453-6012; TDD: (877) 521-2172

Email: OCR@ed.gov

OCR has regional offices located throughout the country. To find the office for our state, you can check the OCR website at: <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm>, or call the telephone number above.

STUDENT CONSUMER INFORMATION

Provisions of the Higher Education Amendment of 1976 require that effective July 1, 1977, each post-secondary institution which receives Federal Financial Aid funds must make certain student consumer information available to any enrolled or prospective student who request such information.

This section compiled by the Financial Aid office staff attempts to meet the requirements.

The school is approved for and participates in Federal PELL Grants, Subsidized Direct loans, Unsubsidized Direct loans, and Parent PLUS loans. Such programs help to defray the costs of attending school for those students eligible for financial aid consideration.

Financial aid is any mechanism that reduces out of pocket costs that the students and/or parents must pay to obtain a specific post-secondary education. Put differently, financial aid is monies made available to help students meet the cost of the program. Financial aid includes grants and need and non-need loans.

Need-based financial aid is available to families that demonstrate a financial need for additional resources. The formula below is used to determine how much financial need a student has:

Cost of Attendance – Expected Family Contribution (EFC) = Financial Need

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

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

All financial aid is awarded to students who qualify based on the following:

- ❶ Criteria making a student ELIGIBLE includes citizen or permanent non-citizen alien recipient codes 1- 151, 1-55 1, and 1-94.
- ❶ Criteria making a student INELIGIBLE includes codes F-1, F-2, J-1, J-2; students who are in federal loan default; students who receive grant overpayments; or male students who meet Selective Service registration criterion but are not registered.

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.

SEXUAL HARASSMENT POLICY

Paul Mitchell The School Lexington is committed to maintaining a working and learning environment that provides for fair and equitable treatment, including freedom from sexual harassment. This policy covers anyone who engages in sexual harassment on school property or at school activities.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal and/or physical conduct of a sexual nature, when:

- ❶ Submission to the conduct or communication is either explicitly or implicitly made a term or condition of an individual's employment, work opportunity, education, or other benefit;
- ❷ Submission to or rejection of the conduct or communication is used as a factor for employment decisions or other school-related decisions affecting an individual; and/or
- ❸ Such conduct or communication has the purpose or effect of substantially interfering with an individual's work or school performance or creates an intimidating, hostile, or offensive work or school environment.

Sexual harassment can occur between staff to student, student to staff, student to student, staff to staff, female to male, male to female, female to female, and male to male. Administration will take prompt, equitable, and remedial action on reports and complaints that come to the attention of school personnel, either formally or informally. Allegations of criminal misconduct will be reported to the appropriate law enforcement agency.

Sexual harassment may include but is not limited to:

- ❶ Verbal harassment or abuse of a sexual nature
- ❷ Subtle pressure for sexual activity
- ❸ Inappropriate or unwelcome touching, patting, or pinching of a sexual nature
- ❹ Intentional brushing against a student's or an employee's body
- ❺ Demanding sexual favors accompanied by implied or overt threats concerning an individual's employment or educational status
- ❻ Demanding sexual favors accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status
- ❼ Use of sexually or gender-degrading words or comments, verbal or written (e.g., graffiti)
- ❽ Display in the school, on school grounds, or at school-sponsored events of sexually suggestive pictures
- ❾ Leering of a sexual nature
- ❿ Spreading of sexual rumors

Engaging in sexual harassment will result in appropriate discipline or other appropriate sanctions against offending students, staff, or contractors. Anyone else engaging in sexual harassment on school property or at school activities will have their access to school property and activities restricted or revoked, as appropriate.

The school shall respect the confidentiality of the complainant and the individual(s) against whom the complaint is filed as much as possible, consistent with the school's legal obligations and the necessity to investigate the allegations and take disciplinary action when the conduct has occurred.

Retaliation is prohibited against any person who makes a complaint or is a witness under this policy and will result in appropriate disciplinary action against the person responsible for the retaliation. Individuals who knowingly report or corroborate false allegations will be subject to appropriate disciplinary action.

Each staff member is responsible to immediately report alleged discrimination and/or harassment to his/her supervisor or other appropriate school personnel. Staff members who fail to take prompt action to report allegations or violation(s) of this policy may be subject to disciplinary action up to and including termination.

HARASSMENT, INTIMIDATION, BULLYING, AND DISCRIMINATION POLICY

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

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

Such conduct or communication has the purpose or effect of substantially interfering with an individual's work or school performance and creates an intimidating, hostile, or offensive work or school environment. Harassment, intimidation, bullying and discrimination can interfere and limit a person's ability to participate in or benefit from the services, activities, or opportunities offered by the Paul Mitchell School. Administration will take prompt, equitable, and remedial action on all reports and complaints that come to the attention of school personnel, either formally or informally. Allegations of criminal misconduct will be reported to the appropriate law enforcement agency.

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

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

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

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

COPYRIGHT MATERIAL POLICY FOR PAUL MITCHELL THE SCHOOL

All material in this program is, unless otherwise stated, the property of Paul Mitchell The School Lexington. Reproduction or retransmission of the materials, in whole or in part, in any manner, without the prior written consent of the copyright holder, is a violation of copyright law.

At Paul Mitchell The School Lexington we abide by the provisions of the federal Digital Millennium Copyright Act (DMCA), which requires prompt response to claims of copyright infringement by copyright holders or their agents. If the school receives an allegation of copyright infringement based on your use of the school's computers, the matter will be referred to the school director for further investigation. If you are found responsible after meeting with the school director, you are subject to disciplinary action including loss of network access, suspension or termination from school, and/or restitution or community service.

The Internet is an essential tool in everyone's lives for both academic and everyday pursuits. Along with these benefits come responsibilities. One of the most critical is conforming to the copyright laws governing music, movies, games, and software over the Internet. You must have the consent of the copyright holder to make copies.

The consequences of copyright infringement also extend outside of the school. Copyright holders may assess civil liability and even criminal prosecution. Recently, the Recording Industry Association of America (RIAA) has adopted the practice of sending schools pre-litigation settlement letters to be forwarded to individuals offering them "the opportunity to resolve copyright infringement claims against them at a discounted rate." Published reports indicate that the minimum settlement is \$3,000.00 per case.

Another reason to be careful with file-sharing programs is that the installation procedures for most of them enable default open access worldwide to information on your system; thus, the integrity of your computer and personal information can be compromised through illegal file sharing, including making you vulnerable to identity theft.

To facilitate student access to legal sources of music and video online, we have listed a couple of sites below:

- ① **iTunes:** This Apple store works with both Windows and Mac operating systems. Currently, over 99% of their song catalog is "unlocked," meaning you can transfer the songs to any device or computer you own.
- ② **eMusic.com:** This site features mostly independent and jazz/blues music. They offer low prices for signing up (up to 45 songs for free), and a good portion of their catalog can be purchased for about \$0.50 to \$0.89/song.
- ③ **Netflix.com:** For about \$7.99/month, you can set up an online list of over 20,000 movies that can be streamed directly to your computer.

SOCIAL NETWORKING POLICY

Paul Mitchell School respects the rights of students to use social media during their personal time. Social media includes all forms of publicly accessible communications which include, but are not limited to, written and verbal communications (including podcast and video uploads) and all forms of electronic communication including discussion groups, forums, news groups, e-mail distribution, blog postings, and or social networking sites (such as Facebook, MySpace, Twitter, You Tube, Friendster, 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, and intimidation, cyber bullying or engaging in conduct that would be unbecoming of a Paul Mitchell Future Professional and misrepresent Paul Mitchell culture. Paul Mitchell Schools reserves the right to request the removal of any posts at its discretion and take necessary disciplinary action as appropriate.

REGULATORY AND ACCREDITATION AGENCIES

The following institutions license and regulate our institution:

Kentucky State Board of Hairdressers and Cosmetology

111 St. James Court, Suite A
Frankfort, KY 40601
(502) 564-4262

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

3015 Colvin Street
Alexandria, VA 22314
(703) 600-7600

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

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

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

GRIEVANCE POLICY

In the event a student has a concern or grievance that cannot be resolved with the student's immediate Learning Leader or Education Leader, the student must file the concern in written form. The complaint will then be referred to the school's Management Team, which consists of the director, the school owners, sales leader, and Future Professional Advisor. The team will receive and attempt to resolve each complaint or concern within 21 days of receiving the written complaint. If more information is needed, a letter requesting the additional information will be sent to the student. If no further information is needed, the team will determine a resolution and notify the student in writing within 15 calendar days of the steps taken to correct the concern or an explanation as to why no action was required. The school will maintain records of the complaint and response in accordance with the published record retention policy. Students will not be subject to adverse actions by any school official as a result of initiating a complaint.

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

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

Upon request, the school will provide its annual Campus Security Safety Policy and Fire Safety Report or a prospective student or prospective employee can visit the schools website at:

lexington.paulmitchell.edu/programs/useful links.

If a student's complaint cannot be resolved after exhausting the school's grievance procedures, the student may file a complaint with the Kentucky State Board of Hairdresser & Cosmetologist.

The Student should submit written complaint to:

Kentucky State Board of Hairdresser & Cosmetologist

111 St. James Ct, Suite A
Frankfort, KY 40601

To obtain a complaint form please visit Kentucky State Boards website: <http://kbhc.ky.gov>

Students will not be subject to unfair action/treatment as a result of the initiation of a complaint.

Upon request, the school will provide its annual campus security report to a prospective student or prospective employee.

SCHOOL ADMINISTRATION AS OF NOVEMBER 2017

Owners: PMKY Lexington, LLC.

Director: Jeremy Teall

Operations Leader: Darla Barrickman

Admissions Leader: Ashlee Harris and Tara Justice

Financial Aid Leader: Tonya Logan

Education Leader: Ben Powell

Future Professional Advisor: Hilda Jimenez

Service Desk Leader: Amanda Jacobs

School Faculty:

Learning Leaders:

Teresa Boone

Full Time Learning Leader

Courses Taught: Core, Protégé and Clinic Classroom

Licensed Cosmetologist and Cosmetology Instructor

License Held: #400145 Expires 06/30/2017

Teaching Experience: Teresa has taught the following courses as part of the Paul Mitchell the School Lexington program, Core, Protégé, Phase 2 and Clinic Classroom.

Kristi Burke

Full Time Learning Leader

Courses Taught: Core curriculum in the following areas, Color, Cutting, Texture and Makeup

Licensed Cosmetologist and Cosmetology Instructor

License Held: #400227 Expires 06/30/2017

Teaching Experience: An Instructor and behind the chair stylist, Kristi teaches Night Core and the Clinic Classroom as part of the Paul Mitchell the School Lexington Cosmetology program.

Makaela Clemons

Full Time Learning Leader

Courses Taught: Core, Cutting, Texture, Makeup and Professional Development

Licensed Cosmetologist and Cosmetology Instructor

License Held: #400249 Expires 06/30/2017

Teaching Experience: Makaela currently teaches and leads our Clinic Classroom. She has taught the following Paul Mitchell the School Lexington courses, Day/Night Core program, Cutting, Makeup and Protégé.

Lauren Copley

Full Time Learning Leader

Courses Taught: Core Color, Cutting, Texture, Makeup, Final Phase and Professional Development

Licensed Cosmetologist and Cosmetology Instructor

License Held: #400009 Expires 06/30/2017

Teaching Experience: Lauren currently leads and teaches our Phase 2 program and Take Home classes. Lauren has taught in various aspects of the Paul Mitchell the School Lexington Cosmetology program, including, Core, Color, Cutting, Texture and Makeup curriculum

Renee Daniel

Full Time Learning Leader

Courses Taught: Clinic Classroom

Licensed Cosmetologist and Cosmetology Instructor

License Held: #400190 Expires 6/30/2017

Teaching Experience: Renee teaches full time in the Clinic Classroom in the following Paul Mitchell the School Lexington courses of Color, Cutting, Texture, and Makeup.

Terri McLaughlin

Part Time Learning Leader

Courses Taught: Theory and Final Phase

Licensed Cosmetologist and Cosmetology Instructor

License Held: #400028 Expires 06/30/2017

Teaching Experience: Terri currently teaches our Theory courses for day and night school. She has taught the following Paul Mitchell the School Lexington courses, Final Phase, Cutting, Color, Texture and Makeup.

Cathy Morgan

Full Time Learning Leader

Courses Taught: Core, Color, Final Phase, Professional Development and Phase 2 program

Licensed Cosmetologist and Cosmetology Instructor

License Held: #400236 Expires 06/30/2017

Teaching Experience: Cathy is a stylist behind the chair with experience in teaching the following Paul Mitchell the School Lexington courses, Core, Color, Final Phase and Phase 2.

Benjamin Powell

Full Time Education Leader

Courses Taught: Core, Color, Cutting, Texture, Protégé, Final Phase and Professional Development.

Licensed Cosmetologist and Cosmetology Instructor

License Held: #400106 Expires 06/30/2017

Teaching Experience: Stylist behind the chair, full time Education Leader, managing and ensuring all aspects of education course outlines are in compliance with Paul Mitchell the School Lexington.

Brandy Wesley

Full Time Learning Leader

Courses Taught: Core, Color, Cutting, Texture, Makeup, Protégé and Professional Development

Licensed Cosmetologist and Cosmetology Instructor

License Held: #400058 Expires 06/30/2017

Teaching Experience: Brandy is the Color Specialist along with co-leading Phase 2. She has taught our Core courses, Protégé program Color, Cutting, Texture, Makeup Paul Mitchell the School Lexington curriculum.

Michelle Whitaker

Full Time Learning Leader

Courses Taught: Final Phase

Licensed Cosmetologist and Cosmetology Instructor

License Held #401090 Expires 06/30/2017

Teaching Experience: 10 plus years of teaching in cosmetology school. Michelle has taught the Final Phase program, offered at Paul Mitchell the School Lexington.