

DATE OF PUBLICATION: JULY 11, 2018

# 2018 CATALOG

JANUARY 2018 — DECEMBER 2018



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

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Caroline Salman

**Paul Mitchell The School Memphis**

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# Table of Contents

MISSION STATEMENT .....	1
SCHOOL FACILITIES.....	1
ADMINISTRATION/OWNERSHIP.....	1
AUTHORIZATION .....	1
TRANSFERABILITY OF CREDIT.....	1
COURSE DESCRIPTIONS (All courses are taught in English) .....	2
NONDISCRIMINATION .....	2
ADMISSION REQUIREMENTS.....	3
ADMISSION PROCEDURE .....	3
APPLICANTS WITH NON-IMMIGRANT VISAS .....	4
ACCEPTANCE.....	4
RE-ENTRY STUDENTS .....	5
TRANSFER STUDENTS .....	6
STATE LICENSING DISCLAIMER.....	6
ENROLLMENT INFORMATION.....	7
EDUCATION GOALS .....	7
COST OF TUITION AND SUPPLIES .....	8
2018 CLASS START DATES .....	8
CONSTITUTION DAY.....	8
VOTER REGISTRATION .....	9
STUDENTS WHO WITHDRAW .....	9
TERMINATION POLICY.....	9
COSMETOLOGY COURSE OVERVIEW.....	10
COSMETOLOGY COURSE OUTLINE.....	10
INSTRUCTOR PROGRAM COURSE OVERVIEW .....	11
INSTRUCTOR PROGRAM COURSE OUTLINE .....	11
STATE OF TENNESSEE REQUIREMENTS.....	12
COSMETOLOGY PROGRAM TESTING AND GRADING PROCEDURE.....	14
MEASURABLE PERFORMANCE OBJECTIVES .....	14
SAFETY PRECAUTIONS FOR THE BEAUTY INDUSTRY .....	15
INDUSTRY REQUIREMENTS .....	15
STUDENT SERVICES.....	15
GRADUATION REQUIREMENTS IN COURSES.....	16
STUDENT KIT – Instructor Program .....	16
STUDENT KIT – Cosmetology .....	17
FEDERAL RETURN OF TITLE IV FUNDS POLICY.....	18
TREATMENT OF TITLE IV FUNDS WHEN A STUDENT WITHDRAWS FROM A CLOCK-HOUR PROGRAM .....	20

INSTITUTIONAL REFUND/DROP POLICY.....	22
STUDENT FINANCIAL AID RELEASE .....	23
POLICY FOR VERIFICATION OF TITLE IV FUNDING .....	23
SPECIAL PROVISIONS FOR BOOKS AND SUPPLIES.....	24
PREFERRED LENDER LIST AND PRIVATE EDUCATION LOAN DISCLOSURES .....	24
ELIGIBILITY OF FINANCIAL AID AFTER A DRUG CONVICTION .....	24
CREDIT BALANCE POLICY.....	24
MAKEUP WORK.....	24
SATISFACTORY ACADEMIC PROGRESS POLICY .....	25
QUANTITATIVE AND QUALITATIVE FACTORS.....	25
COMPLETION OF COURSE WITHIN DESIGNATED PERIOD OF TIME .....	25
MAJORS, DEGREES, SECOND DEGREE, OR SUMMER TERMS .....	26
INTERRUPTIONS, COURSE INCOMPLETES, AND WITHDRAWALS .....	26
LEAVE OF ABSENCE POLICY.....	27
NONCREDIT, REMEDIAL COURSE, AND REPETITIONS .....	28
EVALUATION PROCEDURES AND REQUIRED LEVEL OF ACHIEVEMENT.....	28
TRANSFER HOURS.....	29
DETERMINATION OF PROGRESS STATUS .....	29
RE-ESTABLISHMENT OF SATISFACTORY ACADEMIC PROGRESS for those who qualify.....	29
WARNING .....	29
PROBATION .....	29
APPEAL PROCEDURE .....	30
TERMINATION APPEAL PROCEDURE .....	30
STUDENT RIGHT OF ACCESS AND RECORD RETENTION POLICY .....	31
PERFORMANCE STATISTICS/JOB OUTLOOK .....	33
PROGRAM INTEGRITY .....	34
STUDENTS RIGHT-TO-KNOW - COMBINED DEPARTMENT OF EDUCATION RATES (IPEDS) .....	35
COACHING AND CORRECTIVE ACTION.....	41
LATE PAYMENTS .....	41
LOCKER POLICY .....	42
POLICIES AND PROCEDURES FOR STUDENTS WITH DISABILITIES.....	43
STUDENT CONSUMER INFORMATION.....	49
STUDENT AND EMPLOYEE ANTI-HARASSMENT AND DISCRIMINATION POLICY.....	50
SEXUAL HARASSMENT POLICY .....	55
HARASSMENT, INTIMIDATION, BULLYING, AND DISCRIMINATION POLICY .....	56
COPYRIGHT MATERIAL POLICY FOR PAUL MITCHELL THE SCHOOL .....	57
SOCIAL NETWORKING POLICY.....	58
GRIEVANCE POLICY.....	59
ALCOHOL AND DRUG-FREE EDUCATIONAL FACILITY POLICY .....	59
SCHOOL ADMINISTRATION AS OF MAY 2018.....	60

## **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 Memphis 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 18,448 square-foot facility includes a student lounge and lockers, client reception and work areas, management offices, private classrooms, workstations, and equipment.

## **ADMINISTRATION/OWNERSHIP**

New Elegance Schools, LLC., DBA Paul Mitchell The School Memphis, is an independently owned and operated franchisee of Paul Mitchell Advanced Education, LLC. A dynamic group of partners made out of Enrique A. Torres and ZJPM, LLC proudly support our school. The school is licensed by The Tennessee State Board of Cosmetology/Department of Commerce and Insurance/Division of Regulatory Boards and the Tennessee Higher Education Commission. Paul Mitchell The School Memphis is dedicated to providing excellence in education to future professionals and cosmetology instructor trainees from this community as well as other areas of the United States and foreign countries.

## **AUTHORIZATION**

New Elegance Schools, LLC., dba Paul Mitchell The School Memphis, is authorized by the Tennessee Higher Education Commission. This authorization must be renewed each year and is based on an evaluation by minimum standards concerning quality of education, ethical business practices, health and safety, and fiscal responsibility.

## **TRANSFERABILITY OF CREDIT**

Paul Mitchell The School Memphis is a special purpose institution. That purpose 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. This purpose does not include preparing students for further college study. Students should be aware that transfer of credit is always the responsibility of the receiving institution. Whether or not credits transfer is solely up to the receiving institution. Any student interested in transferring credit hours should check with the receiving institution directly to determine to what extent, if any, credit hours can be transferred.

## **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 Tennessee 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.

*\*Students are prepared to be an entry level cosmetologist.*

### **Instructor program: SOC 25-1194.00, CIP Code 13.1399: This program is by invitation only. Class size is limited.**

The curriculum involves 300 hours to satisfy Tennessee state requirements. The course educates prospective cosmetology teachers to address the needs of students in the classroom and the clinic classroom. 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.

*\*Students are prepared to be 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.

## **PARKING**

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

## **NONDISCRIMINATION**

Paul Mitchell The School Memphis, 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, Caroline Salman in person or by calling 901-377-1701 ext. 5002, or by mail at 3419 Plaza Avenue, Memphis, TN 38111 immediately so appropriate action can be taken.

## ADMISSION REQUIREMENTS

Paul Mitchell The School Memphis admits as regular students those who are high school graduates or holders of high school graduation equivalency certificates. Paul Mitchell The School Memphis does not accept ability to benefit (ATB) students at this time.

## ADMISSION PROCEDURE

- ❶ **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 Memphis.
- ❷ **Submit an Application Fee:** Action will not be taken on admission or any student loan application until an application fee of \$100.00 is received. Please submit the fee in the form of a check or money order, payable to Paul Mitchell The School Memphis. 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.
- ❸ **Submit Two (2) Photos:** The photos should be a color recent head and shoulder shot of the applicant.
- ❹ **Entrance Essay:** The essay should include the applicant's accomplishments and career goals.
- ❺ **Personal Interview:** Applicant must complete a personal interview with the Admissions Team prior to registration.
- ❻ **Provide Verification Documents:**
  - a. **Identification:** Copies of a passport, a government-issued identification, a driver's license, or a birth certificate are required. A copy of your social security card is also required.
  - b. **Education (*provide only one*):** High school transcripts\*\*, an academic transcript of a student who has successfully completed at least a two-year program that is acceptable for full credit towards a bachelor's degree or High School Equivalency diploma or official High School Equivalency diploma test scores. An official high school transcript or high school equivalency transcript score sheet must be signed by an institutional official or have an official seal. If a hard copy of the transcript or score sheet is scanned and stored electronically, then it must be accompanied by documentation that verifies it was received directly from the issuing institution/agency such as the envelope that contained the transcript or score sheet. If faxed or emailed the transcript or score sheet should include a cover letter, fax cover sheet or envelope from the issuing institution/agency attesting that the copy is an official transcript or score sheet.

\* 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 student's 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 Memphis 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 Leader 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 certificate, please contact our admissions office for a list of high school equivalency programs located near the school. Paul Mitchell The School Memphis 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 Memphis does allow re-entry students. *Please see the school re-entry 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 above documents, non-immigrant applicants must provide documentation to show that they are permitted to be enrolled in a post-secondary school in the United States. Please see the Financial Aid Officer to determine if you qualify for any type of Title IV financial aid. Please note that students who are studying under a student visa (I-20) are not eligible to receive financial aid. 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. This school location is not SEVIS approved .

## **ACCEPTANCE**

After a prospect has completed the enrollment application process, the enrollment team 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.

## RE-ENTRY STUDENTS

Students who re-enroll in the program **within** 180 days of withdrawal date must complete the following:

- ① All outstanding tuition, fees, and overtime expenses must be paid in advance or the student must make satisfactory arrangements with the Financial Aid Leader.
- ② Previous tuition payments will be credited to the student's balance based upon the original contracted cost for the course.
- ③ If a re-enrolling 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 contract addendum.
- ④ Pay a \$100.00 re-entry fee and submit a new application.
- ⑤ Because tuition fees and costs are subject to change, re-entering students will be contracted according to the current tuition costs and will be required to pay any additional fees if applicable.

Students who re-enroll in the program **after** 180 days of withdrawal date must complete the following:

- ① All outstanding tuition, fees, and overtime expenses must be paid in advance or the student must make satisfactory arrangements with the Financial Aid Leader.
- ② Students will be contracted at the current tuition hourly rate.
- ③ If a re-enrolling 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.
- ④ Students are required to purchase a kit if their current kit is not complete. Any missing kit items must be purchased.
- ⑤ Pay a \$100.00 re-entry fee and submit a new application.
- ⑥ Because tuition fees and costs are subject to change, re-entering students will be contracted according to the current tuition costs and will be required to pay any additional fees if applicable.

The school does not deny re-admission to any service member of the uniformed services for reasons relating to that service.

Re-admission is reserved to the sole discretion of Paul Mitchell The School Memphis and may require special conditions.

Re-admission for a student requires a personal interview with school administration. The re-entering student will be placed on a 30-day evaluation. 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.



## **TRANSFER STUDENTS**

Paul Mitchell The School Memphis will accept transfer hours from other schools based on an evaluation of the student's comprehension of the course material. A maximum of 600 hours will be accepted for students who transfer from another school; all transfer students must attend a minimum of 900 hours at Paul Mitchell The School Memphis, to obtain the Paul Mitchell culture and educational program.

A student seeking to transfer from another institution offering the same program(s) offered by Paul Mitchell The School Memphis must provide a transcript indicating hours accrued, academic status if available, and verification of having met any outstanding financial obligations with the previous school. This documentation must be on official letterhead from their previous school, signed and dated by school administration. A maximum of 600 previously earned hours (in accordance with all Tennessee State Board regulations) will be accepted for transfer to Paul Mitchell The School Memphis from qualifying institutions. For students transferring from another Paul Mitchell School, all transfer hours will be accepted, and there is no minimum requirement for hours attended at this school. The school does not accept transfer hours for the instructor program.

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

A student shall have seven (7) years from the date the student originally enrolls in a school to complete the required courses and number of hours required when the student originally enrolls. If the student fails to complete the course of instruction within that time period, the board may require the student to complete additional courses or attain additional number of hours prior to issuing a license to the person. Please refer to Acts 1986, ch. 817, § 23; 1996, ch. 897, § 16.

Please note that students transferring to another school may not be able to transfer all the hours they earned at Paul Mitchell The School Memphis; 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.

Students wishing to transfer to another Paul Mitchell The School must follow the withdrawal policy of Paul Mitchell The School Memphis before any hours will be certified.

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.

## **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 licensee of the business or profession in question, would be grounds for the Tennessee State Board of Cosmetology to deny licensure. The Tennessee State Board of Cosmetology denies licensure on the grounds that the applicant knowingly made a false statement of fact required to be revealed in the application for such license. Students who are not U.S. citizens or who do not have documented authority to work in the United States will not be eligible to apply to take the state licensure examination. Paul Mitchell The School Memphis is not responsible for students denied licensure.

## ENROLLMENT INFORMATION

- ① **Enrollment periods:** Paul Mitchell The School Memphis usually begins a new cosmetology class about every six (6) weeks and an instructor class annually, depending upon space availability. Please refer to the Tuition and Registration Schedule supplement or contact Paul Mitchell The School Memphis for exact starting dates.
- ② **Holidays and school closures:** Paul Mitchell The School Memphis allows the following holidays off: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving (Nov. 22 - 24, 2018), Learning Leader vacation Dec. 22 - 26, 2018, Dec. 31, 2018, 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 school's website and/or Facebook page.
- ③ **Enrollment contract:** Paul Mitchell The School Memphis 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 Memphis offers a variety of monthly financial payment schedules. See Paul Mitchell The School Memphis's Admissions Leader or Financial Aid Leader for details.

## EDUCATION GOALS

Paul Mitchell The School Memphis 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	\$15,000.00
Application Fee ( <i>nonrefundable</i> )	100.00
Kit, Equipment, Textbook, Supplies ( <i>nonrefundable</i> )	2,800.00
Kit, Equipment and Supplies Tax ( <i>nonrefundable</i> )	<u>300.00</u>
<b>TOTAL COSTS</b>	<b>\$18,200.00</b>

### TUITION – Instructor Program

Tuition	\$2,500.00
Application Fee ( <i>nonrefundable</i> )	100.00
Kit, Equipment, Textbook, Supplies ( <i>nonrefundable</i> )	300.00
Kit, Equipment and Supplies Tax ( <i>nonrefundable</i> )	<u>29.25</u>
<b>TOTAL COSTS</b>	<b>\$2,929.25</b>

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	
<b>DAY SCHOOL:</b> Tuesday-Saturday 9:30 - 5:00	January 23, March 20, June 26, August 7, September 25
<b>PART-TIME DAY SCHOOL:</b> Tuesday-Friday 9:30 - 2:30 and Saturday 9:30 - 5:00	January 30, March 27, July 3, August 28, October 30
<b>NIGHT SCHOOL:</b> Monday - Thursday 5:30 pm - 10:00 pm	March 5, June 4, August 20, November 5

Instructor Program	
	Please see the school's Admissions Leader for specific start dates.

## CONSTITUTION DAY

Paul Mitchell The School Memphis celebrates Constitution Day on or near September 17 of each year. For more information visit [www.constitutionday.com](http://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 Tennessee can be found at <http://www.tn.gov/sos/election>.

For information on Voter Registration and Election Dates for Federal Elections visit [www.eac.gov/voter\\_resources](http://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 14 days, at which time the items become the property of Paul Mitchell The School Memphis.

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

## **TERMINATION POLICY**

Paul Mitchell The School Memphis 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 form. The student will be charged an administrative termination fee of \$100.00.

## 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 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 Memphis 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:** our clinic classroom time from 280 to 1500 hours will be guided with individual attention and group learning experiences using mini-classes, monthly worksheets, and periodic evaluations developed specifically for this monitoring progress. This is when you begin experiencing your clinic classroom education on paying clients in the clinic classroom area.
- 4 **Classroom Learning Experience:** Your classroom time from 280 to 1500 hours is divided into six (6) areas: cutting, coloring, texture, makeup, skin, and nails. Each area has an instructor who conducts the different specialty classes each week. Classroom Learning Experiences may also include retail, motivation, self improvement, professional development, and attendance education which may be conducted by an instructor, non-licensed staff member or guest artist.
- 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 confident beauty industry professional.
- 6 **Creative Curriculum:** You will spend your last 750 hours in “high gear” by dressing, acting, and working like a true professional. You will use your own artistic and creative abilities, coupled with the assistance of the Learning Leaders, to prepare yourself for your future beauty industry career.

## **INSTRUCTOR PROGRAM COURSE OVERVIEW**

### **Course Hours: 300 clock hours**

The instructor course is divided into two designations: Psychology and Methodology, and Student Teaching. The first 100 hours are spent in Psychology and Methodology, followed by 200 hours of Student Training.

## **INSTRUCTOR PROGRAM COURSE OUTLINE**

Your time in the Paul Mitchell The School Memphis cosmetology teacher course will be divided into two designations:

- ➊ **Psychology and Methodology:** These classes focus on the theory of teaching, using Milady's Master Educator textbook, including weekly tests.
- ➋ **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 TENNESSEE REQUIREMENTS

### Cosmetology

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

Subject	Minimum Hours of Theory	Minimum Practical Operations
Milady Theory	150	
<b>General: 300 hours</b>		
Sterilization, Sanitation & Bacteriology	100	10
Anatomy/Physiology	50	
Shop Ethics, Personality, and Salesmanship	70	
State Law	70	
<b>Chemical: 600 hours</b>		
Permanent Waving	80	75
Chemical Relaxing	100	25
Hair Color, Bleaching, Toning	125	85
Sculptured Nails	30	5
Hair Structure & Chemistry	75	
<b>Physical: 600 hours</b>		
Shampooing & Rinses	50	10
Hair Care & Scalp Care	50	10
Hair Shaping (Hair Cutting)	100	75
Hair Dressing & Styling (to include wet and thermal hair styles)	150	50
Facials	15	8
Brow Arching	15	5
Lash & Brow Tinting	5	2
Manicure	20	15
Pedicure	10	10
<b>TOTAL HOURS</b>	<b>1115</b>	<b>385</b>

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

*\*Milady Theory Hours of 150 are not included in the total hours.*

## Instructor program

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

### UNITS OF INSTRUCTION:

Subject	Minimum Hours of Technical Instruction	Minimum Practical Operations
<b>Orientation and Review</b>	15	20
Cosmetology Curriculum		
<b>Introduction to Teaching</b>	20	5
Lesson Planning Presentation Techniques Development and use of Teaching Aids		
<b>Course Outlining &amp; Development</b>	50	50
Student Motivation and Learning		
Test Administering/Grading		
Assessment of Student Learning		
Determining Student Progress		
Development and use of Testing Instruments		
Academic Advising		
Course Development and Review		
Professional Ethics		
Effective Communication and Human Relations		
Compensation Packages and Payroll Deductions		
Licensing Requirements		
Business Management Fundamentals		
<b>Laws and Rules</b>	15	10
Records Management		
School Administration		
<b>Teaching</b>		40
Assisting in the Clinic and Theory Classroom		
<b>Practice Teaching</b>		75
Clinic and Theory Classroom		
<b>TOTAL HOURS</b>	<b>100</b>	<b>200</b>

In addition to the state requirements listed above, Paul Mitchell The School Memphis 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 and written evaluation:** 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, Tennessee 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 **Monthly clinic practical worksheets:** Students must complete all monthly clinic practical worksheets.

## INSTRUCTOR PROGRAM TESTING AND GRADING PROCEDURE

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

- 1 Students must receive 70% or higher on each final exam; final exams cover a complete overview of *Milady's Master Educator Student Course Book*.
- 2 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 client's clothing by appropriately draping them.
- ② Ask client 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 cosmetology 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 Memphis keeps a file of information about housing in the local 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 Memphis 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

The following requirements must be met before the student is considered a graduate:

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

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

Paul Mitchell The School Memphis can retain the student until all graduation requirements are met.

A student who withdraws will receive a certified transcript, which will include the number of hours for which the school has been compensated. For the purposes of transfer or graduation, hours will not be released by the school until all monies owed to the institution have been paid and all academic requirements pertaining to those hours have been completed.

## GRADUATION, PLACEMENT, AND JOB OPPORTUNITIES

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

Although Paul Mitchell The School Memphis does not guarantee employment upon graduation, Paul Mitchell The School Memphis does maintain an aggressive job placement program and will inform students of job openings and opportunities. Paul Mitchell The School Memphis 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 Memphis has placed students in the beauty industry as a Hair Stylist, Makeup Artist, Beauty Industry Educator, Salon Owner, Salon Manager, Beauty Industry Instructor.

## STUDENT KIT – Instructor Program

Students are responsible to purchase:

1 *Milady's Master Educator Student Course Book, 3rd Edition* ISBN-13: 9781133693697, \$161.50

1 *Milady's Master Educator Exam Review, 3rd Edition* ISBN-13: 9781133776598, \$48.50

## 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:

<p><b>COMBS</b></p> <ul style="list-style-type: none"> <li>1 Paul Mitchell Metal Pick Teasing, 109</li> <li>1 Paul Mitchell White Comb, 408</li> <li>1 Paul Mitchell Red Cutting Comb, 416</li> <li>1 Paul Mitchell Teal Carving, 424</li> <li>1 Paul Mitchell Black Metal Tail, 429</li> <li>1 Paul Mitchell Black Rat Tail, 814</li> <li>1 Paul Mitchell Detangler Comb</li> </ul> <p><b>BRUSHES</b></p> <ul style="list-style-type: none"> <li>1 Paul Mitchell Paddle Plastic 427</li> <li>1 Paul Mitchell Scalp Brush</li> <li>1 Paul Mitchell Styling Plastic 407</li> <li>1 Paul Mitchell Sculpting Plastic 413</li> <li>1 Paul Mitchell Express Ion Round® - Large</li> <li>1 Paul Mitchell Express Ion Round® - Small</li> </ul>	<p><b>CAPES</b></p> <ul style="list-style-type: none"> <li>1 Paul Mitchell All Purpose Cape</li> <li>1 Paul Mitchell Cutting Cape</li> </ul> <p><b>ACCESSORIES</b></p> <ul style="list-style-type: none"> <li>1 Paul Mitchell Metal Clips (10 pack)</li> <li>1 Paul Mitchell Rolling Metal Case</li> <li>1 Paul Mitchell Water Bottle</li> <li>1 Paul Mitchell The School Memphis T-Shirt</li> </ul> <p><b>TOOLS</b></p> <ul style="list-style-type: none"> <li>4 Female Mannequin</li> <li>1 Andis Clipper &amp; Andis Trimmer Set</li> <li>1 Paul Mitchell Classic Razor</li> <li>1 Express Ion Dry+® (Plus) 125V</li> <li>1 Paul Mitchell 3/4" Marcel Curling Iron</li> <li>1 Paul Mitchell Manicure Set</li> <li>1 Express Ion Smooth® + (Plus) 120v</li> <li>1 Paul Mitchell Scissor 6.0"</li> <li>1 Paul Mitchell Scissor 5.5"</li> <li>1 Paul Mitchell Texturizer 6.0"</li> <li>1 Paul Mitchell Scissor Case</li> <li>1 Paul Mitchell Tripod</li> <li>1 Make Up Kit</li> <li>1 Nail Kit</li> </ul>	<p><b>STUDENT EDUCATION MATERIALS</b></p> <ul style="list-style-type: none"> <li>1 The Skill Cards</li> <li>1 Connecting to My Future Book</li> <li>1 Be Nice (Or Else!) Book</li> <li>1 Plugged In Membership includes Master Audio Club subscription (while enrolled)</li> <li>1 Mini-Color Swatch Book</li> <li>3 Product Brochures</li> <li>1 Paul Mitchell Color App</li> <li>1 Paul Mitchell Cutting App</li> <li>1 Paul Mitchell Make-up App</li> </ul>
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*Textbooks listed below are included in the Paul Mitchell Kit at a discounted price to the student.*

<p><b>*TEXTBOOKS/APP</b></p> <ul style="list-style-type: none"> <li>1 <i>Milady's Standard Cosmetology Coursemate App</i></li> <li>1 32gb Apple iPad</li> </ul>	
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iPads are to be utilized for educational purposes when in attendance at Paul Mitchell The School Memphis. Students are not permitted to use their iPad for personal use during educational classes, including, but not limited to, theory class, specialty class, mini classes and the clinic classroom.

## FEDERAL RETURN OF TITLE IV FUNDS POLICY

*The school participates in federal financial aid. The 300 hour instructor program are not eligible for Title IV funds. Please refer to the following refund policy for specific consumer information pursuant to the federal financial aid program.*

The Federal Return of Title IV funds formula (R2T4) dictates the amount of Federal Title IV aid that must be returned to the federal government by the school and/or the student. The federal formula is applicable to an eligible student receiving federal aid when that student withdraws at any point during the payment period. If a student did not start or begin attendance at the school, the R2T4 formula does not apply.

**Official Withdrawal Process:** If a student wishes to withdraw from school, they must notify the Financial Aid Leader of the school. The notification may be in writing or orally. The date the notification is received is the date of determination. The Financial Aid Leader must begin the withdrawal process.

**Unofficial Withdrawal Process:** For unofficial withdrawals a student's withdrawal date at a school that is required to take attendance is their last day of physical attendance. The date of determination is 14 days after they cease attendance.

In both cases the last day of attendance will be used in the return to Title IV calculation.

The federal formula requires a Return of Title IV calculation if the student received or could have received (based on eligibility criteria) federal financial assistance in the form of Pell Grants, and Direct Loans or Direct PLUS Loans during the payment period. The percentage of Title IV aid earned is equal to the percentage of the payment period that was completed as of the withdrawal date if this occurs on or before the 60% point of time. After the 60% point of the payment period (or period of enrollment depending on what the school uses) the student is considered to have earned 100% of the aid for the period. The percentage that has not been earned is calculated by subtracting the percentage of Title IV aid earned from 100%.

The percentage of the payment period completed is calculated by the hours scheduled in the payment period as of the withdrawal date divided by the scheduled hours in the payment period.

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.

**Post Withdrawal Disbursement:** If a student receives less Title IV funds than the amount earned, the school will offer the student a disbursement of the earned aid that was not received at the time of their withdrawal which is called a post-withdrawal disbursement. Post-withdrawal disbursements will be made from Pell Grant funds first, if the student is eligible. If there are current educational costs still due the school at the time of withdrawal, a Pell Grant post-withdrawal disbursement will be credited to the student's account. Any remaining Pell funds must be released to the student without the student having to take any action. Any federal loan program funds due in a post-withdrawal disbursement must be offered to the student and the school must receive the student's authorization before crediting their account. The authorization is required to be sent to the student within 30 days of the date the school determined the student's last date of attendance.

**Credit Balance:** If a credit balance still exists on the student's account after the R2T4 and institutional refund calculations are done, that credit balance must be used to pay any grant overpayment that exists based on the current withdrawal within 14 days from the date that the R2T4 calculation was performed. The overpayment must be eliminated prior to offering a credit balance to a student.

The following Title IV return distribution is used for all FSA students.

- ① Unsubsidized Direct Loan
- ② Subsidized Direct Loan
- ③ Direct PLUS Loan (Parent)
- ④ Federal Pell Grant

Returns must be made as soon as possible to the federal programs but no later than 45 days after the date of determination. (unless the school uses less days based on a state, accrediting agency or institutional requirement)

The law requires that a student is responsible for all unearned Title IV program assistance that the school is not required to return. This is determined by subtracting the amount returned by the school from the total amount of unearned Title IV funds to be returned.

**Overpayment of Title IV, HEA Funds** — Any amount of unearned grant funds that you must return is called overpayment. The amount of grant overpayment that you must repay is half of the grant funds you received or were scheduled to receive. A student who owes an overpayment remains eligible for Title IV, HEA program funds through and beyond the earlier of 45 days from the date the school sends a notification to the student of overpayment, or 45 days from the date the school was required to notify the student of the overpayment if, during those 45 days the student:

- ❶ Repays the overpayment in full to the school;
- ❷ Enters into a repayment agreement with the school in accordance with repayment arrangements satisfactory to the school; or
- ❸ Signs a repayment agreement with the Department, which will include terms that permit a student to repay the overpayment while maintain his or her eligibility for Title IV, HEA program funds.

Within 30 days of the date of the school's determination that the student withdrew, an institution must send a notice to any student who owes a Title IV, HEA grant overpayment as a result of the student's withdrawal from the school in order to recover the overpayment.

If the student does not repay the overpayment in full to the school, or enter a repayment agreement with the school or the Department within the earlier of 45 days from the date the school sends notification to the student of overpayment, or 45 days from the date the school was required to notify the student of the overpayment.

At any time the student fails to meet the terms of the repayment agreement with the school:

- ❶ The student chooses to enter into a repayment agreement with the Department.
- ❷ The student who owes an overpayment is ineligible for Title IV HEA program funds.

You must make arrangement with the school or Department of Education to return the amount of unearned grant funds.

# TREATMENT OF TITLE IV FUNDS WHEN A STUDENT WITHDRAWS FROM A CLOCK-HOUR PROGRAM

## Treatment of Title IV Funds When a Student Withdraws From a Clock-Hour Program

Student's Name:  Social Security #:   
 Date of school's determination that student withdrew:   
 Period used for calculation (check one):  1st Payment Period  Period of Enrollment

Monetary amounts should be in dollars and cents (rounded to the nearest penny).  
 When calculating percentages, round to three decimal places. (for example, .4496 = .449 = 44.9%)

### STEP 1: Student's Title IV Aid Information

	Amount Disbursed	Amount that Could Have Been Disbursed	E. Total Title IV Aid Disbursed for the Period
<b>Title IV Grant Programs:</b>			
1. Pell Grant	<input type="text" value="2,775.00"/>	<input type="text"/>	A. <input type="text" value="2,775.00"/>
2. Academic Competitiveness Grant	<input type="text"/>	<input type="text"/>	+ B. <input type="text" value="6,727.00"/>
3. National SMART Grant	<input type="text"/>	<input type="text"/>	= E. <input type="text" value="9,502.00"/>
4. FSEOG	<input type="text"/>	<input type="text"/>	
5. TEACH Grant	<input type="text"/>	<input type="text"/>	
	A. <input type="text" value="2,775.00"/> (sub-total)	C. <input type="text" value="0.00"/> (sub-total)	F. Total Title IV grant aid disbursed and that could have been disbursed for the period A. <input type="text" value="2,775.00"/> + C. <input type="text" value="0.00"/> = F. <input type="text" value="2,775.00"/>
<b>Title IV Loan Programs:</b>			
6. Unsubsidized FDLP / FFELP	<input type="text" value="2,985.00"/>	<input type="text"/>	
7. Subsidized FDLP / FFELP	<input type="text" value="1,742.00"/>	<input type="text"/>	
8. Perkins Loan	<input type="text"/>	<input type="text"/>	
9. PLUS FDLP / FFELP (Grad Student)	<input type="text"/>	<input type="text"/>	
10. PLUS FDLP / FFELP (Parent)	<input type="text" value="2,000.00"/>	<input type="text"/>	
	B. <input type="text" value="6,727.00"/> (sub-total)	D. <input type="text" value="0.00"/> (sub-total)	G. Total Title IV aid disbursed and aid that could have been disbursed for the period A. <input type="text" value="2,775.00"/> B. <input type="text" value="6,727.00"/> C. <input type="text" value="0.00"/> + D. <input type="text" value="0.00"/> = G. <input type="text" value="9,502.00"/>

### STEP 2: Percentage of Title IV Aid Earned

Last Day Attended:

**H. Determine the percentage of the period completed:**  
 Divide the clock hours scheduled to have been completed as of the last day of attendance in the period by the total clock hours in the period.

$$\frac{271.00}{450.00} = 60.2\%$$

Hours scheduled to complete / Total hour in period

- ▶ If this percentage is greater than 60%, enter 100% in Box H and proceed to Step 3.
  - ▶ If this percentage is less than or equal to 60%, enter that percentage in Box H and proceed to Step 3.
- H.

### STEP 3: Amount of Title IV Aid Earned by the Student

Multiply the percentage of Title IV aid earned (Box H) by the Total Title IV aid disbursed and that could have been disbursed for the period (Box G).

$$100.0\% \times 9,502.00 = 9,502.00$$

Box H                      Box G                      Box I

### STEP 4: Title IV Aid to be Disbursed or Returned

- ▶ If the amount in Box I is greater than the amount in Box E, go to Post-withdrawal disbursement (Item J).
- ▶ If the amount in Box I is less than the amount in Box E, go to Title IV aid to be returned (Item K).
- ▶ If the amounts in Box I and Box E are equal, **STOP**. No further action is necessary.

**J. Post-withdrawal disbursement**  
 From the amount of Title IV aid earned by the student (Box I) subtract the Total Title IV aid disbursed for the period (Box E). This is the amount of the post-withdrawal disbursement.

$$9,502.00 - 9,502.00 = 0.00$$

Box I                      Box E                      Box J

**K. Title IV aid to be returned**  
 From the Total Title IV aid disbursed for the period (Box E) subtract the Amount of Title IV aid earned by the student (Box I). This is the amount of Title IV aid that must be returned.

$$9,502.00 - 9,502.00 = 0.00$$

Box E                      Box I                      Box K

**STEP 5: Amount of Unearned Title IV Aid Due from the School**

<b>L. Institutional Charges for the Period.</b>	Tuition	4,500.00
	Room	
	Board	
	Other	
	Other	
Total Institutional Charges (Add all the charges together)		<b>L. 4,500.00</b>

**M. Percentage of unearned Title IV aid**  
 $\frac{100.00}{100.00} - \frac{100.00}{100.00} = \frac{0.00}{100.00}$   
 Box H Box M

**N. Amount of unearned charges**  
 Multiply institutional charges for the period (Box L) by the Percentage of unearned Title IV aid (Box M).  
 $\frac{4,500.00}{4,500.00} \times \frac{0.00}{100.00} = \frac{0.00}{100.00}$   
 Box L Box M Box N

**O. Amount of for school to return**  
 Compare the amount of Title IV aid to be returned (Box K) to Amount of unearned charges (Box N), and enter the lesser amount.  
**O. 0.00**

**STEP 6: Return of Funds by the School**

The school must return the unearned aid for which the school is responsible (Box O) by repaying funds to the following sources, in order, up to the total net amount disbursed for each source.

Title IV Programs	Amount for School to Return
1. Unsubsidized FDLP / FFELP	0.00
2. Subsidized FDLP / FFELP	0.00
3. Perkins Loan	0.00
4. PLUS FDLP / FFELP (Grad Student)	0.00
5. PLUS FDLP / FFELP (Parent)	0.00
<b>Total loans the school must return = P.</b>	<b>0.00</b>
6. Pell Grant	0.00
7. Academic Competitiveness Grant	0.00
8. National SMART Grant	0.00
9. FSEOG	0.00
10. TEACH Grant	0.00

**STEP 7: Initial Amount of Unearned Title IV Aid Due from the Student**

From the amount of Title IV aid to be returned (Box K) subtract the Amount for the school to return (Box O).

$\frac{0.00}{0.00} - \frac{0.00}{0.00} = \frac{0.00}{0.00}$   
 Box K Box O Box Q

► If Box Q is < or = zero, **STOP**. If > zero, go to Step 8.

**STEP 8: Repayment of the Student's loans**

From the Net loans disbursed to the student (Box B) subtract the Total loans the school must return (Box P) to find the amount of Title IV loans the student is still responsible for repaying (Box R).

These outstanding loans consist either of loan funds that student has earned, or unearned loan funds that the school is not responsible for repaying, or both; and they are repaid to the loan holders according to the terms of the borrower's promissory note.

$\frac{6,727.00}{6,727.00} - \frac{0.00}{0.00} = \frac{6,727.00}{6,727.00}$   
 Box B Box P Box R

- If Box Q is less than or equal to Box R, **STOP**. The only action a school must take is to notify the holders of the loans of the student's withdrawal date.
- If Box Q is greater than Box R, Proceed to Step 9.

**STEP 9: Grant Funds to be Returned**

**S. Initial amount of Title IV grants for student to return**  
 From the initial amount of unearned Title IV aid due from the student (Box Q) subtract the amount of loans to be repaid by the student (Box R).

$\frac{0.00}{0.00} - \frac{6,727.00}{6,727.00} = \frac{0.00}{6,727.00}$   
 Box Q Box R Box S

**T. Amount of Title IV grant protection**  
 Multiply the total of Title IV grant aid that was disbursed and that could have been disbursed for the period (Box F) by 50%.

$\frac{2,775.00}{2,775.00} - \frac{50.00\%}{50.00\%} = \frac{0.00}{50.00\%}$   
 Box F Box T

**U. Title IV grant**  
 From the initial amount of unearned Title IV aid due from the student (Box S) subtract the amount of loans to be repaid by the student (Box T).

$\frac{0.00}{0.00} - \frac{0.00}{0.00} = \frac{0.00}{0.00}$   
 Box S Box T Box U

- If Box U is less than or equal to zero, **STOP**. If not, go to step 10.

**STEP 10: Return of Grants Funds by the Student**

Except as noted below, the student must return the unearned grant funds for which he/she is responsible (Box U). The grant funds returned by the student are applied to the following sources in the order indicated, up to the total amount disbursed from that grant program minus any grant funds that school is responsible for returning to that program in Step 6.

**Note that the student is not responsible for returning funds to any program to which the student owes \$50.00 or less.**

Title IV Grant Programs:	Amount to Return
1. Pell Grant	0.00
2. Academic Competitiveness Grant	
3. National SMART Grant	
4. FSEOG	
5. TEACH 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 scheduled hours:

Percentage Length Scheduled to Complete to Total Length of Course and/or Program	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%

### STUDENT FINANCIAL AID RELEASE

The student agrees that Paul Mitchell The School Memphis 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 aid office with verification items attached. If verification documents are not submitted by the due date, the student will be placed on a monthly cash pay status until verification is completed. The corporate office sends to the school a change in EFC form for students to sign if their EFC changes. FAME handles our student overpayments and alerts the school so it can make changes to the award packet, which is reported to Common Origination and Disbursement (COD) for the Department of Education.

## **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:

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

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

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

## **PREFERRED LENDER LIST AND PRIVATE EDUCATION LOAN DISCLOSURES**

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

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

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)).

## **CREDIT BALANCE POLICY**

If Title IV disbursements result in a credit balance on the student's account, the Financial Aid office will notify the student. The student has the option to have the school hold the credit balance and can complete an authorization for the school to hold the funds by obtaining an authorization form from the Financial Aid Department. If the student does not want the school to hold their funds, all credit balance disbursements and refunds due to funding source will be processed within 14 days of the credit balance appearing on the student account. Regardless of the chosen option the school will clear all credit balances on a student account by the end of the award year.

## **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. Makeup test dates are posted on the theory and school calendars.

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

*\*To meet the state practical requirements for graduation, students must complete monthly 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 day students attend five (5) days (Tuesday through Saturday), 35 hours per week, from 9:30 AM to 5:00 PM. 3-Day students attend three (3) days (Wednesday through Friday) 21 hours per week, from 9:30 AM to 5:00 PM. Part-time day students attend five (5) days, (Tuesday through Friday) 9:30 AM to 2:30 PM and Saturday, 9:30 AM to 5:00 PM, 27 hours per week. Full-time night students attend Monday - Thursday from 5:30 pm - 10:00 pm.

The State of Tennessee 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 55.55 weeks for part time day schedule students, 71.43 weeks for 3-Day students and 82 weeks for full-time night students.

The State of Tennessee requires 300 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 8.57 weeks for a full-time student and 12 weeks for a part-time student.

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

## 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	43 Weeks	54 Weeks
Cosmetology – Part Time Day	56 Weeks	69 Weeks
Cosmetology 3 Day	71 Weeks	89 Weeks
Cosmetology Night	82 Weeks	101 Weeks
Instructor – Full Time	9 Weeks	11 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. Whether a student pays out of pocket or receives Title IV Financial aid all hours attempted and completes are considered part of the Satisfactory Academic Progress calculation. For students with a disability that appeal, the student's disability will be considered as a factor towards maintaining Satisfactory Academic Progress.

It is important to note that SCHEDULED HOURS is the MAXIMUM amount of scheduled hours that a student can take to complete a program no matter which schedule they are enrolled in. Scheduled hours are NOT impacted by suspension or school closings (such as additional snow days beyond what the school builds into the schedule already. If a student is impacted by any of these occurrences, their ACTUAL graduation date will be pushed forward by the amount of time the occurrence takes place since the student is "off the schedule" during those times.

When SCHEDULED HOURS are maxed out, a student's contract is ended. If a student has not completed their ACTUAL HOURS required for graduation, they will be DROPPED from school and required to re-enroll in the program under a new contract and tuition costs in order to complete the remaining hours.

## MAJORS, DEGREES, SECOND DEGREE, OR SUMMER TERMS

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

## 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 can be granted in cases of emergency or medical problems with doctor notification, which cause attendance to be impossible or impractical. 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:**

- ❶ Complete and sign the school's Leave of Absence Request Form in advance, unless unforeseen circumstances prevent the student from doing so.
- ❷ Must state the reason for the Leave of Absence (LOA) request
- ❸ Be approved by the Financial Aid Office and Future Professional Advisor
- ❹ Must be in Satisfactory Progress.
- ❺ Leaves must be a minimum of 14 days and must not exceed a total of 180 days in a 12-month period.

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

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

There will be no additional charges for a LOA. If the student fails to return 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 special circumstances, the school may grant a leave of absence to a student in the case of an emergency, such as a car accident or other medical issue that would prevent the student from requesting the leave of absence prior to the incident occurring. In these cases, the school will document the reason for the granting of the leave after the incident has occurred. The beginning date of the leave of absence will be based on the first date it has been determined that the student cannot come to class due to the accident or medical situation.

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

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

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

## 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 (13 weeks), 900 (26 weeks), and 1200 (35 weeks) *scheduled hours* and instructor students reach 150 (5 weeks) *scheduled hours*. The first evaluation will occur no later than the midpoint of the academic year. The SAP evaluations are printed within 7 days of the student reaching the evaluation points.

The student's attendance will be evaluated at Institutional Attendance checkpoints. A student who is not maintaining at least a 80% cumulative attendance rate will be placed on Institutional Warning status until the next Institutional Attendance Policy progress check point. A schedule will be drawn up for the student to attend makeup hours to improve their attendance rate. Any student on Institutional Warning who does not achieve a 80% cumulative attendance rate by the next scheduled Institutional Attendance Policy hours check point will be dropped from the program with an automatic right to appeal. (See appeal procedure.)

If at the end of the Institutional Attendance warning period, the student has still not met attendance requirements, he/she may be dropped from the program with the right to appeal. If the applicant must attend additional hours beyond his/her maximum scheduled program length due to not meeting 80% attendance average or to complete academic graduation requirements, **the applicant will be dropped from the school and will have to re-enroll with a new contract and tuition costs in order to complete their remaining hours.**

PROGRAM	SCHEDULED HOURS CHECKPOINT	SCHEDULED HOURS CHECKPOINT	SCHEDULED HOURS CHECKPOINT	SCHEDULED HOURS CHECKPOINT	SCHEDULED HOURS CHECKPOINT	SCHEDULED HOURS CHECKPOINT
COSMETOLOGY	150	300	450	600	750	900
	1050	1200	1350	1500		
INSTRUCTOR 300 HOURS	150	300				

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 student's 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. Students must make up failed or missed tests and incomplete assignments.

*\*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 scheduled contracted hours at the institution. For transfer students attending less than a full academic year, an evaluation will be done at the midpoint of the scheduled hours.

## **DETERMINATION OF PROGRESS STATUS**

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

## **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.

## **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 or the institution develops an academic plan for the student that, if followed, will ensure that the student is able to meet the institution's satisfactory academic progress requirements by a specific point within the maximum timeframe established for the individual student. Students who are progressing according to their specific academic plan will be considered making satisfactory academic progress. The student will be advised in writing of the actions required to attain satisfactory academic progress by the next evaluation. If at the end of the probationary period, the student has still not met both the attendance and academic requirements required for satisfactory academic progress or set forth by the academic plan, the student will be determined as NOT making satisfactory academic progress, and if applicable, the student will not be deemed eligible to receive Title IV funds.



## **APPEAL PROCEDURE**

A student may appeal the Financial Aid ineligible decision if 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, for example 450 to 900 actual hours evaluations; and does not prevail on appeal, the student will be determined as not making satisfactory progress and may be terminated.

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 schools 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's learning leader, the future professional advisor, the school director and the student and parent/guardian (if the students is a dependent minor) upon request. 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:

- ❶ Review their education records,
- ❷ Seek to amend inaccurate information in their records, and
- ❸ 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:

- ❶ State the purpose of the disclosure,
- ❷ Specify the records that may be disclosed,
- ❸ Identify the party or class of parties to whom the disclosure may be made, and
- ❹ 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 Memphis 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 Memphis 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 Memphis 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 Memphis is the main campus, the outcome rates provided are for all schools under this structure. The U.S. Department of Education, requires outcome rates be provided based upon the individual location. Outcome rates have also been provided for the individual school you are interested in attending. If you have any questions regarding our outcome rates, please see our Admissions Team for assistance.

Paul Mitchell The School Memphis performance statistics for the calendar year 2016:

<b>Graduation</b>	<b>Placement</b>	<b>Licensure</b>
<b>81.61%</b>	<b>63.38%</b>	<b>100.00%</b>

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:

- a. The graduate is deceased 0
- b. The graduate is permanently disabled 0
- c. The graduate is deployed for military service/duty 0
- d. The graduate studied under a student visa and is ineligible for employment in the U.S. 0
- e. 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 Memphis is accredited by NACCAS and uses its calculation for student placement based on each program offered. For the most recent annual reporting period, the school shows the following data for the full time **cosmetology** program:

Placement rate	On-time graduation rate	Median Loan Debt
63.77%	N/A	2013–2014 N/A 2014–2015 N/A 2015–2016 N/A

For the most recent annual reporting period, the school shows the following data for the part time day **cosmetology** program:

Placement rate	On-time graduation rate	Median Loan Debt
63.77%	N/A	2013–2014 N/A 2014–2015 N/A 2015–2016 N/A

For the most recent annual reporting period, the school shows the following data for the night **cosmetology** program:

Placement rate	On-time graduation rate	Median Loan Debt
63.77%	N/A	2013–2014 N/A 2014–2015 N/A 2015–2016 N/A

For the most recent annual reporting period, the school shows the following data for the 3-day **cosmetology** program:

Placement rate	On-time graduation rate	Median Loan Debt
63.77%	N/A	2013–2014 N/A 2014–2015 N/A 2015–2016 N/A

For the most recent annual reporting period, the school shows the following data for the full time **instructor** program:

Placement rate	On-time graduation rate	Median Loan Debt
50.00%	N/A	2013–2014 N/A 2014–2015 N/A 2015–2016 N/A

\* N/A Fewer than 10 students complete the program within normal time.

On-time completion is deemed by the U.S. Department of Education is the amount of time necessary for a student to complete all requirements for a degree or certificate according to the institution’s catalog 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 outside of the normal time to complete the program, 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 outside of the normal time to complete the program, 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:

[paulmitchell.edu/memphis](http://paulmitchell.edu/memphis).

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

<b>Graduation</b>
<b>73%</b>

Paul Mitchell The School Memphis 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 Memphis. 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 rounding hours forward one-quarter hour. 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. If a student fails to clock in or out for their schedule on the student timeclock, the student will not receive hours. If the student wishes to dispute any hours they feel earned, the student must provide documentation to verify attendance on the missing time form. The documentation would include the student sign in sheet, the specialty class attendance role, and/or the guest service summary.
- 2 The school is open from 9:30 AM to 5:00 PM for 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 Students may not miss Saturdays, 3-Day students may not miss Fridays and night students may not miss Mondays. 3-Day schedule students may substitute for full-time and/or part-time day students on Saturdays, but it is not a guarantee. Saturday students must have substitution forms approved by the Future Professional Advisor.
- 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 80% attendance average each month in order to complete the program by the contracted end date. The student is allowed to miss 20% of his or her scheduled hours before being dropped from the program. The applicant may use the allowed 20% of his/her scheduled hours for vacation, doctor's appointments, and illness, etc. If the applicant must attend additional hours beyond his/her maximum scheduled program length due to not meeting 80% attendance average or to complete academic graduation requirements, **the applicant will be dropped from the school and will have to re-enroll with a new contract and tuition costs in order to complete their remaining hours.**

A student who is not maintaining at least a 80% cumulative attendance rate will be placed on Institutional Warning status until the next Institutional Attendance Policy progress check point. A schedule will be drawn up for the student to attend makeup hours to improve their attendance rate. Any student on Institutional Warning who does not achieve a 80% cumulative attendance rate by the next scheduled Institutional Attendance Policy hours check point will be dropped from the program with an automatic right to appeal. (See appeal procedure.)

**\*\*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 10 weeks (210 clock hours) of enrollment. During this time the student must maintain a monthly attendance of 80%. If at the conclusion of the month, the student's progress report is not 80% attendance, the student may be dropped from the program and asked to re-enroll in the next class start date.
- 9 Students who are late or cannot attend school must contact the school and talk to the school service desk immediately. Day students must call in by 9:00 AM.
- 10 Students must request time off from school from the Future Professional Advisor.
- 11 Students are required to be in attendance a minimum of seven (7) hours per day, 35 hours per week for the full-time schedule and a minimum of five (5) hours per day (Tuesday through Friday); seven (7) hours per day (Saturday); 27 hours per week for part-time day schedule students. 3-Day schedule students are required to attend seven (7) hours per day, 21 hours a week on Wednesday, Thursday and Friday. Holidays such as Thanksgiving, Christmas, and New Year's Day will be set according to the calendar each year. Students may arrange to make up hours and exceed scheduled hours, but may not exceed 60 hours per week per state regulations. If a student will miss hours during the week, arrangements must be made with the Future Professional Advisor to make up those hours or the hours missed will count against the hours allowed to miss.
- 12 Lunches and breaks are scheduled for all students. All students will take 30 minutes for lunch between 12:00 noon and 1:30 PM. B schedule students do not take breaks Tuesday through Friday. Students should communicate with their Learning Leader 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	15 min. in the morning & 15 min in the afternoon	30 min.
6 hr/day	15 min. in the morning & 15 min in afternoon	n/a
5 hr/day	15 min at mid-point of schedule	n/a
4 hr/day	15 min at mid-point of schedule	n/a

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



**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 students must wear black or white in any combination. They may wear yellow or red accessories, as in a tie, belt, arm-garter, suspenders, socks, or shoes.
- 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 Tights or leggings must be worn with skirts or dresses that fall above the knees.
- ⑩ 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 Each student may receive one approved personal service per month. All student services must be approved by the Future Professional Advisor. Requests for student services must be made by Friday the week prior to requesting the service. Student services will only be approved if the student does not already have a scheduled guest and the following requirements are met:
  - a. Notify a Learning Leader.
  - b. Be scheduled off the service books by a Future Professional Advisor.
  - c. Pay for service supplies including perms, tints, bleaches, rinses, conditioning, treatments, etc.
  - d. Personal services are considered rewards and scheduled for students who are up to date with all projects, tests, and worksheets. School assignments and successful learning are the priority.
  - e. Students must have at least a 90% attendance average to receive a personal service.

If the student has not met the above requirements, the student may choose to clock out for the service and pay full guest prices.

## **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 classroom area.
- ② Only emergency calls are permitted on the business phone. Students may use the student phones for a limited time. Please keep your calls to three (3) minutes or less.
- ③ Cell phones are permitted in designated areas only.
- 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 student lounge.
- ⑦ Paul Mitchell The School Memphis is a smoke-free campus. Students who fail to follow this policy will be terminated for a total of three (3) days.
- ⑧ Stealing or taking school or another's personal property is unacceptable and is grounds for termination.

## 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 a Learning Leader.
- 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 a specialty class, they may focus on the following:
  - a. Completion of monthly clinic 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 Learning Leader'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 Memphis 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 on the assigned day of each month.
- 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 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. 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.

## COACHING AND CORRECTIVE ACTION

Part of your learning experience includes fine-tuning and mastering the skills and behaviors of a salon 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 may only be readmitted to school upon meeting the readmittance requirements. If a student receives two (2) more coaching sessions after readmission from a five (5) day suspension, the student's attendance may be permanently terminated. A student may be terminated without prior coaching sessions for improper and/or immoral conduct. Refer to the school Future Professional Advisory form.

*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 calendar days of non-attendance used to determine whether the student will be returning to school.*

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

## 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.

## LOCKER POLICY

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

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

### Guidelines

- ❶ Lockers will be issued to all students during Core. A locker number will be provided during Core. Assigned lockers may not be traded or changed unless approved by the school's administration.
- ❷ Locker assignments are valid from the beginning of enrollment until the day of graduation or withdrawal. At that time, all locker contents must be removed. After that time, any lockers that have not yet been vacated will be emptied, and the contents stored for 60 days, at which time they become the property of the school.
- ❸ Lockers are for individual use only and are not to be shared. Locker content is the sole responsibility of the registered occupant of the locker. To reduce the risk of theft, students are encouraged to keep their lockers locked. Students should not store money, wallets, jewelry, credit or debit cards, or any other personal item of high value.
- ❹ Paul Mitchell The School Memphis is not in any way responsible for a locker's contents or liable for the loss of or damage to items stored in lockers. Students are required to maintain their locker's interior and exterior in a clean, neat and undamaged condition. Marking, defacing or graffiti on lockers is not acceptable.
- ❺ No person shall store in a locker: weapons of any kind, explosives, prohibited drugs, illegal or illicit items or substances or other items deemed by Paul Mitchell The School Memphis to be harmful, offensive or inappropriate.
- ❻ Paul Mitchell The School Memphis may in its sole discretion carry out or authorize searches/inspections for any reason. The following is a partial listing of examples of when Paul Mitchell The School will exercise its discretion without notice:
  - a. Locker abandonment.
  - b. Suspected contents that may be illegal, illicit or deemed by the school to be harmful, offensive or inappropriate.
  - c. At the request of or generally in cooperation with law enforcement authorities.
  - d. Investigative purposes related to suspected or alleged criminal, illegal, or inappropriate activities.
  - e. Risk to the general good of the school.
  - f. Risk to the general good of the student or student population.
  - g. Unregistered locker.
  - h. Physical damage to or defacing of the locker.
  - i. Odors (spoiled/rancid food, garbage or smelly contents).
  - j. Locker maintenance.
- ❼ Paul Mitchell The School Memphis works with the local law enforcement authorities and maintains the right in the school's sole discretion to allow law enforcement to carry out specific and random searches/inspections of locker contents. Such searches/inspections may be carried out with or without notice to or in the presence of the locker's occupant. Such police activity may include but is not limited to: random drug or weapon searches of lockers, backpacks, book bags, brief cases, containers, jackets and winter coats.

## POLICIES AND PROCEDURES FOR STUDENTS WITH DISABILITIES

- ① **Accommodation Procedures for Students with Disabilities**
- ② **Grievance Procedures for Students who have Complaints on the Basis of Disability**

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### ① **Accommodation Procedures for Students with Disabilities**

**Non-Discrimination Policy** — It is the policy of Paul Mitchell The School Memphis 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 Memphis 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 Memphis. This applies to all students and applicants for admission to The School. Paul Mitchell The School Memphis 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 bipolar 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 Memphis to permit students with disabilities to use service dogs on each campus.

The person responsible for implementing these responsibilities at Paul Mitchell The School Memphis Campus is: Caroline Salman; ADA Compliance Coordinator; 3419 Plaza Avenue, Memphis, TN 38111; (901) 377-1701; [carolinesalman@pmtsmemphis.com](mailto:carolinesalman@pmtsmemphis.com).

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 Memphis 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 Caroline Salman; Director; 3419 Plaza Avenue, Memphis, TN 38111; (901) 377-1701; [carolinesalman@pmtsmemphis.com](mailto:carolinesalman@pmtsmemphis.com). 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 Memphis 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 a learning Leader 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 Caroline Salman; Director; 3419 Plaza Avenue, Memphis, TN 38111; (901) 377-1701; [carolinesalman@pmtsmemphis.com](mailto:carolinesalman@pmtsmemphis.com).

**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 Learning Leader'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 Caroline Salman; Director; 3419 Plaza Avenue, Memphis, TN 38111; (901) 377-1701; [carolinesalman@pmtsmemphis.com](mailto:carolinesalman@pmtsmemphis.com). 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.

## **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](mailto: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 is 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, 1-551, and 1-94.
- ❷ 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 criteria, but are not registered.

## STUDENT AND EMPLOYEE ANTI-HARASSMENT AND DISCRIMINATION POLICY

Paul Mitchell The School Memphis is committed to providing a work and school environment free of unlawful harassment or discrimination. In furtherance of this commitment, all students are required to take our mandatory Sexual Harassment and Prevention Training upon starting in school. Employees are required to take the training on an annual basis. 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 Memphis prohibits discrimination based on sex, which includes sexual harassment and sexual violence, and Paul Mitchell The School Memphis has jurisdiction over Title IX complaints.

Paul Mitchell The School Memphis' anti-harassment policy applies to all persons involved in the operation of Paul Mitchell The School Memphis, and prohibits unlawful harassment by any employee of Paul Mitchell The School Memphis, as well as students, customers, third parties, vendors or anyone who does business with Paul Mitchell The School Memphis. 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 Memphis does business engages in unlawful harassment or discrimination, Paul Mitchell The School Memphis 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 Memphis, 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 Memphis' commitment to providing a harassment-free working and learning environment, this policy shall be disseminated to Paul Mitchell The School Memphis community through publications, Paul Mitchell The School Memphis website, new employee orientations, student orientations, and other appropriate channels of communication. Paul Mitchell The School Memphis will provide training to key staff members to enable Paul Mitchell The School Memphis to handle any allegations of discrimination and harassment, including sexual harassment or sexual violence, promptly and effectively. Paul Mitchell The School Memphis 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 Memphis 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 Memphis 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 Memphis 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 Memphis 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' 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.

<b>Title IX Coordinator:</b> Jessica Gomez 3419 Plaza Avenue Memphis, TN 38111 jessicagomez@pmtsmemphis.com 901-377-1701	<b>School Owner: (for complaints involving employees)</b> Henry Torres 3419 Plaza Avenue Memphis, TN 38111 henrytorres@pmtsmemphis.com 901-377-1701
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Paul Mitchell The School Memphis 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 Memphis' grievance procedures operate. Because complaints can also be filed with the school owner, these employees also receive training on Paul Mitchell The School Memphis' grievance procedures.

## Investigation of Complaints

In response to all complaints, Paul Mitchell The School Memphis 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 Memphis 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 Memphis 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 Memphis 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 Memphis 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 Memphis took to eliminate the hostile environment, if Paul Mitchell The School Memphis found one to exist, and prevent recurrence.

During the investigation, Paul Mitchell The School Memphis 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 Memphis 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 Memphis will take steps to prevent the recurrence of any harassment or discrimination. Any employee determined by Paul Mitchell The School Memphis 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 Memphis' disciplinary process. To the extent that an employee or contract worker is not satisfied with Paul Mitchell The School Memphis' 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 Memphis should make appropriate referrals to law enforcement. Paul Mitchell The School Memphis will also notify complainants of the right to proceed with a criminal investigation and a Title IX complaint simultaneously.

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

### **Retaliation Prohibited**

Paul Mitchell The School Memphis 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 Memphis 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 Memphis 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 Memphis 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 Memphis 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/>.

## SEXUAL HARASSMENT POLICY

Paul Mitchell The School Memphis 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:

- 1 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;
- 2 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
- 3 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:

- 1 Verbal harassment or abuse of a sexual nature
- 2 Subtle pressure for sexual activity
- 3 Inappropriate or unwelcome touching, patting, or pinching of a sexual nature
- 4 Intentional brushing against a student's or an employee's body
- 5 Demanding sexual favors accompanied by implied or overt threats concerning an individual's employment or educational status
- 6 Demanding sexual favors accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status
- 7 Use of sexually or gender-degrading words or comments, verbal or written (e.g., graffiti)
- 8 Display in the school, on school grounds, or at school-sponsored events of sexually suggestive pictures
- 9 Leering of a sexual nature
- 10 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 Memphis 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 The School Memphis.

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 Paul Mitchell The School Memphis. 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](http://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 Memphis. 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 Memphis 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 The School Memphis 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 The School Memphis 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 The School Memphis reserve 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:

### **State of Tennessee Department of Commerce and Insurance**

Division of Regulatory Boards – Tennessee State Board of Cosmetology  
500 James Robertson Parkway  
Nashville, TN 37243  
(615) 741-2515

### **Tennessee Higher Education Commission**

404 James Robertson Parkway, Suite 190  
Nashville, TN 37219  
615-741-3605

### **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.

If you are interested in reviewing or receiving a copy of the school's Campus Crime Report, please see the school director, 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 grievance in written form. The grievance must be submitted within five (5) calendar days of the date the grievance occurred. The grievance may include any supporting documentation. Submit the grievance to Caroline Salman; School Director; 3419 Plaza Avenue, Memphis, TN 38111; (901) 377-1701.

The grievance will then be referred to the School's Management Team which consists of the School Director, the Education Leader, the Admissions Leader, the Operations Leader, and the Financial Aid Leader's. The School's Management Team will receive and attempt to resolve each grievance within fifteen (15) calendar days of receiving the written grievance. If additional information is required, a letter requesting the additional information will be sent to the student. If no further information is needed, the School's Management Team will determine a resolution and notify the student in writing within three (3) calendar days of the steps taken to correct the grievance or an explanation as to why no action was required.

Paul Mitchell The School Memphis will maintain records of the grievance and response in accordance with the published record retention policy.

If a grievance/complaint is not settled at the institution level, the student may contact the Tennessee Higher Education Commission, Nashville, TN 37243-0830; (615) 741-5293.

## **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.

## **SCHOOL ADMINISTRATION AS OF MAY 2018**

**Ownership:** New Elegance Schools, LLC

**Director:** Caroline Salman

**Admissions Leader:** Alexis Robbins

**Admissions Assistant:** Jessica Gomez

**Placement Leader:** Kaci Lindley

**Financial Aid Leaders:** Melissa Rogers and Terri Ledbetter

**Operations Leader:** Alyson Hemann

**Sales Leader:** Jaimie Hobbs

**Marketing Leader:** Bobby Willey

**Day Future Professional Advisor:** Kaci Lindley

**Education Leader:** Cleo Young

**Service Desk Coordinators:** Quancia Rogers and Kendra Pegues

### **School Faculty:**

#### **Misty Bejma- Learning Leader- Full Time**

Licensed Cosmetologist, Licensed Cosmetology Instructor

Tennessee Technology Center- Cosmetology Certificate, Paul Mitchell The School Memphis- Cosmetology Instructor Certificate

License # 147462

Misty is the Core Specialist and teaches Core classes as a part of the Cosmetology program. Misty also teaches in the clinic classroom as part of the Cosmetology program.

#### **Whitney Alldredge- Night Education Leader and Future Professional Advisor- Full Time**

Licensed Cosmetologist, Licensed Cosmetology Instructor

Vatterott College- Cosmetology Certificate, Paul Mitchell The School Memphis- Cosmetology Instructor Certificate

License # 155883

As Education Leader, Whitney is responsible for the training and continuing education of the Night education team. Whitney is also over our Learning Leader in Training program at Paul Mitchell the School Memphis and teaches in the clinic classroom as part of the Cosmetology program.

As Future Professional Advisor Whitney is responsible for all advisory aspects of the Night Future Professionals education as part of the cosmetology program.

#### **LaToya Tate- Learning Leader- Full Time**

Licensed Cosmetologist, Licensed Cosmetology Instructor

Paul Mitchell The School Memphis- Cosmetology and Cosmetology Instructor Certificate

License # 168866

Latoya is the Color Specialist and teaches Color as a part of the cosmetology program. Latoya also teaches in the clinic classroom as part of the Cosmetology program.

**Greg Fry- Learning Leader- Part Time**

Licensed Cosmetologist, Licensed Cosmetology Instructor

Stage 1 Hair School- Cosmetology Certificate, Paul Mitchell The School Memphis- Cosmetology Instructor Certificate

License # 73165

Greg is the owner of Epic Total Salon. Greg is the Final Phase Leader. He is responsible for preparing Future Professionals for their State Board Exams as part of the Cosmetology program.

**Kaci Lindley- Day Future Professional Advisor, Learning Leader- Full Time**

Licensed Cosmetologist, Licensed Cosmetology Instructor

Paul Mitchell The School Memphis- Cosmetology and Cosmetology Instructor Certificate

License # 147324

Kaci is the Future Professional Advisor and is responsible for all advisory aspects of the Future Professionals education as part of the Cosmetology program. Kaci also teaches in the clinic classroom as part of the Cosmetology program.

**Richard "Jay" Gastineau - Learning Leader- Full Time**

Licensed Cosmetologist, Licensed Cosmetology Instructor

Paul Mitchell the School Memphis – Cosmetology Certificate and Cosmetology Instructor Certificate

License #175354

Jay is the Core Specialist and teaches Core classes as a part of the cosmetology program. Jay also teaches in the clinic classroom as part of the Cosmetology program.

**Andrea Parker - Learning Leader- Part Time**

Licensed Cosmetologist, Licensed Cosmetology Instructor

License #106426

Andrea is the Nail Specialist and teaches Nails as a part of the cosmetology program. Andrea also teaches in the clinic classroom as part of the Cosmetology program.

**Cleo Young - Education Leader - Full Time**

Licensed Cosmetologist, Licensed Cosmetology Instructor

Plaza Beauty School – Cosmetology Certificate, Paul Mitchell the School Memphis – Cosmetology Instructor Certificate

License # 134378

As Education Leader, Cleo is responsible for the training and continuing education of the Day education team. Cleo is the Men's Cutting Specialist and teaches Men's Cutting as a part of the cosmetology program. Cleo also teaches in the clinic classroom as part of the Cosmetology program. Cleo is also the Phase Two Leader of the Cosmetology program.

**LaTasha Delaney - Learning Leader- Full Time**

Licensed Cosmetologist, Licensed Cosmetology Instructor

New Wave – Cosmetology Certificate, Tennessee Academy Cosmetology Instructor Certificate

License #126028

Latasha is the Core Specialist and teaches Core classes as a part of the cosmetology program. Latasha also teaches in the clinic classroom as part of the Cosmetology program.



**Victoria Milligan - Learning Leader- Full Time**

Licensed Cosmetologist, Licensed Cosmetology Instructor

Tennessee Academy – Cosmetology Certificate and Cosmetology Instructor Certificate

License #143277

Victoria is the Cutting Specialist and teaches Cutting as a part of the cosmetology program. Victoria also teaches in the clinic classroom as part of the Cosmetology program.

**Coretta Johnson - Learning Leader- Part Time**

Licensed Cosmetologist, Licensed Cosmetology Instructor

License #188418

Coretta is the Makeup Specialist and teaches Makeup as a part of the cosmetology program. Coretta also teaches in the clinic classroom as part of the Cosmetology program.

**Whitney Alldredge - Learning Leader- Part Time**

**Sheila Stima - Learning Leader - Full Time**

**Steve Munson - Learning Leader - Full Time**