

DATE OF PUBLICATION: APRIL 18, 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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## 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 Birmingham is fully equipped to meet all the demands of modern hair, while at the same time providing a high-tech atmosphere and attitude for progressive personal development. The 10,000 square-foot facility includes a student lounge and lockers, client reception and work areas, management offices, private classrooms, workstations, and equipment.

Paul Mitchell The School Birmingham has ramps leading up to the side walk which leads into the school. Double doors that open wide going into the school. Main bathroom has handicap stall. Water fountain that is accessible. Clinic floor and classrooms that are accessible.

## ADMINISTRATION/OWNERSHIP

Xcell Academy, Inc., dba Paul Mitchell The School Birmingham, is an independently owned and operated franchisee of Paul Mitchell Advanced Education, LLC.

## PARKING

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

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

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

The curriculum involves 1500 hours to satisfy Alabama 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 entry level cosmetologist.*

### **Cosmetology Instructor Training: SOC 25-1194.00, CIP Code 13.1399:**

The curriculum involves 650 hours (1 or more years of experience) for cosmetology instructor training to satisfy Alabama state requirements. The course educates prospective cosmetology instructor teachers to address the needs of students in the classroom and the clinic floor. Prospective teachers learn to utilize a system of forward-focused thinking and front-end coaching. By learning the methods of teaching cosmetology, the prospective teachers learn to engage students in the learning process and stimulate the discovery process with visuals, music, and/or hands-on activities. This license is renewed every two (2) years. *\*Students are prepared to be entry level cosmetology 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.*

## NONDISCRIMINATION

Paul Mitchell The School Birmingham, 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, Susanne Brown, in person or by calling 205-824-4442, or by mail at 1694 Montgomery Highway, Suite 124, Hoover, AL 35216 immediately so appropriate action can be taken.

## ADMISSION REQUIREMENTS

Paul Mitchell The School Birmingham admits as regular students those who are high school graduates or holders of a high school graduation equivalency diploma, and persons who are above the states compulsory age of 16 years old. Paul Mitchell The School Birmingham does not accept ability to benefit (ATB) students at this time.

## ADMISSION PROCEDURE

- ① **Complete an Application Form:** Complete and submit the application form to the school prior to registration. All forms may be obtained by requesting them from Paul Mitchell The School Birmingham.
- ② **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 cash, credit card, check or money order, payable to Paul Mitchell The School Birmingham. This fee is not included in the cost of tuition. In extraordinary circumstances, the school may waive the application fee for students that transfer from a school that has suddenly closed without notice.
- ③ **Submit Two (2) Photo:** The photos should be a recent head and shoulder shot of the applicant.
- ④ **Entrance Essay:** The essay should include the applicant's accomplishments and career goals. *(see the my story form)*
- ⑤ **Personal Interview:** Applicant must complete a personal interview with the admissions team prior to registration.
- ⑥ **Provide Verification Documents:**
  - a. **Identification:**  
Copies of a driver's license and/or state issued photo identification, and copy of students social security card are required.
  - b. **Education (*provide only one*):**  
Copies of a standard high school diploma\*, high school transcripts\*\*, or high school graduation equivalency diploma or high school graduation equivalency diploma test score, or state approved home school certificate.  
  
\* 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 graduation equivalency diploma program. If we determine that your diploma or high school graduation equivalency diploma is not valid, you will be denied admission to the school.
- ⑦ **Cosmetology Instructor-** Students must provide a valid and current Alabama cosmetology licenses as well as 1 (one) or more years of experience.

## HIGH SCHOOL DIPLOMA POLICY

In accordance with the U.S. Department of Education, National Accrediting Commission of Career Arts & Sciences (NACCAS), and Paul Mitchell The School, students at Paul Mitchell The School Birmingham must have a valid high school diploma, state approved home school certificate, or high school graduation equivalency diploma to be admitted into the program and to be eligible to receive federal financial aid.

All high school diplomas will be evaluated by the Financial Aid Office. If a diploma appears to not meet state guidelines, every effort will be made to obtain additional information about accreditation and high school diploma requirements from the respective school. All decisions made by the Financial Aid Office are final. If a diploma is not considered valid, prospective students are strongly encouraged to obtain their high school graduation equivalency diploma. There are several local Alabama Career Services Centers that offer high school graduation equivalency diploma testing, as well as high school graduation equivalency diploma prep classes.

*All questions should be referred to the Financial Aid Office.*

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

Paul Mitchell The School Birmingham 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 graduation equivalency diploma, please contact our admissions office for a list of high school graduation equivalency diploma programs located near the school. Paul Mitchell The School Birmingham 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.*

## ACCEPTANCE

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

## **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.

## **RE-ENTRY STUDENTS**

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

Paul Mitchell The School Birmingham will promptly readmit any service member of the U.S. Armed Forces who was previously admitted to our institution but who did not attend, or did not continue to attend, because of deployment to active duty in service to our country. Re-admission will be without penalty financially or academically.

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

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



## **TRANSFER STUDENTS**

Paul Mitchell The School Birmingham will accept transfer hours from other schools based on an evaluation of the student's comprehension of the course material. A maximum of 500 hours will be accepted for students who transfer from another school; all cosmetology transfer students must attend a minimum of 1000 hours at Paul Mitchell The School Birmingham, to obtain the Paul Mitchell culture and educational program. 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. Paul Mitchell The School Birmingham does not accept transfer students in the 650 cosmetology instructor programs.

The cost for transfer students is \$11.00 per hour attended at Paul Mitchell The School Birmingham; this does not include the cost of a complete and current Paul Mitchell student kit.

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

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

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

## **STATE LICENSING DISCLAIMER**

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

## ENROLLMENT INFORMATION

- ① **Enrollment periods:** Paul Mitchell The School Birmingham usually begins a new cosmetology class about every six (6) weeks and a cosmetology instructor training starts based on enrollment, depending upon space availability. Please refer to the Tuition and Registration Schedule supplement or contact Paul Mitchell The School Birmingham for exact starting dates.
- ② **Holidays and school closures:** Paul Mitchell The School Birmingham allows the following holidays off: New Year's Day, Memorial Day, Independence Day, Labor Day, close at 1:00 PM the day before Thanksgiving Day and will reopen the Monday following Thanksgiving Day, December 24 through the next school day following New Year's Day, 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 announced on local radio, the schools website, and television.*
- ③ **Enrollment contract:** Paul Mitchell The School Birmingham 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 Birmingham offers a variety of monthly financial payment schedules. See Paul Mitchell The School Birmingham's Financial Aid Leader for details.

## EDUCATION GOALS

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

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

## COST OF TUITION AND SUPPLIES

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

### TUITION – Cosmetology

Tuition	\$16,000.00
Application Fee (nonrefundable)	100.00
Kit, Equipment, Textbook, Supplies* (nonrefundable)	<u>2,500.00</u>
<b>TOTAL COSTS</b>	<b>\$18,600.00</b>

### TUITION – Cosmetology Instructor Training (650 hours)

Tuition	\$7,000.00
Application Fee (nonrefundable)	100.00
Kit, Equipment, Textbook, Supplies* (nonrefundable)	<u>500.00</u>
<b>TOTAL COSTS</b>	<b>\$7,600.00</b>

*The Schools Federal School Code #041492 / The schools OPEID# 041492.*

Please contact the school's Financial Aid Leader for payment options. The school accepts personal or cashier checks, money orders, cash, Mastercard, American Express (AMEX), or Visa. Financial aid recipients understand that monies received on their behalf are applied first to tuition costs. *Financial aid available to those who qualify.*

## SCHOLARSHIP

Scholarships may be available for Paul Mitchell The School Birmingham Graduates wishing to enter the Instructor Program. Please see the Admissions Office for scholarships that may be available at the time of enrollment.

## 2018 CLASS START DATES

Cosmetology	
<b>DAY SCHOOL (5-DAY):</b>	January 22, March 19, May 7, June 25, August 13, September 24, November 6
<b>DAY SCHOOL (3-DAY):</b>	January 25, March 22, June 21, August 16, October 11
<b>NIGHT SCHOOL:</b>	<i>Please see the school's Admissions Leader for specific start dates</i>

**\* The school is currently not offering the night school program.**

Cosmetology Instructor Training	
<b>DAY SCHOOL:</b>	January 31, June 13, October 24

## **CONSTITUTION DAY**

Paul Mitchell The School Birmingham 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 Alabama can be found at <http://www.sos.state.al.us>.

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 30 days, at which time the items become the property of Paul Mitchell The School Birmingham.

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

## **TERMINATION POLICY**

Paul Mitchell The School 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.

## COSMETOLOGY COURSE OVERVIEW

### Course Hours: 1500 clock hours

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

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

## COSMETOLOGY COURSE OUTLINE

Your time at Paul Mitchell The School Birmingham 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 140 hours as a Protégé preparing you for the clinic classroom.
- 3 **Clinic Classroom Learning Experience:** Your clinic time from 295 to 1500 hours will be guided with individual attention and group learning experiences using mini-classes, monthly worksheets, and periodic tests 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 295 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 350 to 900 hours you will enter a new phase of specialty classroom workshops coupled with challenging practical services designed to continue building you into a confident designer.
- 6 **Creative Curriculum:** You will spend your last 600 hours at Paul Mitchell The School Birmingham 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.
- 7 **Business Fundamentals:** This self-guided course provides an in-depth overview of the salon business world with proven systems and strategies to build a successful career in the field of cosmetology. This highly interactive, digital course is designed to give future professionals the tools and techniques they need to develop business skills, build a clientele, grow their individual business and achieve their dreams.

## COSMETOLOGY INSTRUCTOR TRAINING COURSE OVERVIEW

**Course Hours: 650 clock hours with 1 year of experience.**

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

In the 650-hour course, the first 250 hours are spent on Psychology and Methodology, followed by 400 hours of Student Teaching.

## COSMETOLOGY INSTRUCTOR TRAINING COURSE OUTLINE

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

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

## STATE OF ALABAMA REQUIREMENTS

### Cosmetology

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

CURRICULUM	CLOCK HOURS
Shampooing	57.5
Scalp and Hair Treatments and Conditioners	22.5
Manicure	26.5
Hair Shaping	75
Hair Styling	415
Permanent Waving	140
Chemical Relaxing	22.5
Hair Coloring	182.5
Skin Care	87.5
Brow and Lash Care	16
Science and Related Services	107.5
Unassigned	347.5
<b>TOTAL HOURS</b>	<b>1500</b>

In addition to the state requirements listed above, Paul Mitchell The School Birmingham provides training in the areas of communication skills, professional ethics, salesmanship, decorum, record keeping, and client service record cards. During the course of enrollment a full-time student must attend at least six (6) hours of theory classes each week; part time students must attend at least three (3) hours of theory classes each week.

### **Cosmetology Instructor Training (650 hours)**

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

<b>CURRICULUM</b>	<b>CLOCK HOURS</b>
Orientation	2
Alabama Law and Regulations	28
Theory	100
Practical	100
Clinical Floor Work	140
Teaching Skills	150
Preparing Student Records	30
Testing & Evaluation (Unassigned)	100
<b>TOTAL HOURS</b>	<b>650</b>

## **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 **225-hour orientation practical skills evaluation test:** Students must receive a grade of 70% or higher.
- ③ **Final exam 1:** This test covers an overview of all related cosmetology subjects (e.g., anatomy, chemistry, etc.). Students must receive a grade of 70% or higher on all final exams.
- ④ **Final exam 2:** The written exam covers an overview of all theory instruction, Alabama 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 practical worksheets:** Students must complete all hourly worksheet.

## **COSMETOLOGY INSTRUCTOR TRAINING PROGRAM TESTING AND GRADING PROCEDURE**

The following testing and grading procedures are incorporated into the cosmetology instructor training 650-hour courses:

- ① Students must receive a grade of 70% or higher on each theory exam. Theory exams cover a review of *Milady's Master Educator Student Course Book*.
- ② Students must receive 70% or higher on each final exam; final exams cover a complete overview of *Milady's Master Educator Student Course Book*.
- ④ Students must receive 70% or higher on the practical exam, which covers the practical application of cosmetology procedures.

## **MEASURABLE PERFORMANCE OBJECTIVES**

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



## SAFETY PRECAUTIONS FOR THE BEAUTY INDUSTRY

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

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

## INDUSTRY REQUIREMENTS

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

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

## STUDENT SERVICES

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

## **GRADUATION REQUIREMENTS IN COURSES**

- ① Receive the required number of clock hours of training.
- ② Complete and receive passing grades on all practical graduation requirements and projects, including practical and theoretical examinations.
- ③ For a student to meet state requirements, all practical worksheets must be completed in its entirety with an average grade of 70%.
- ④ Satisfactorily pass final written and practical exams with an 70%.
- ⑤ Complete the required theory hours.
- ⑥ Make satisfactorily payment arrangements with the school.
- ⑦ Upon graduation the student will receive a certificate of completion.
- ⑧ Paul Mitchell the School Birmingham program completion policy requires that a student must complete all academic requirements within 14 calendar days of achieving the state board required program hours. Students withdrawn from the program due to this policy will not receive the clock hours earned. Upon graduation the student will receive a certificate of completion.

Paul Mitchell The School Birmingham will not release the student's official transcripts until all graduation requirements are met.

For the purpose of transfer or graduation, a certified transcript will not be released by the school until all monies owed to the institution have been paid, or other arrangements have been made, 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, and many more.

Although Paul Mitchell The School Birmingham does not guarantee employment upon graduation, Paul Mitchell The School Birmingham does maintain an aggressive job placement program and will inform students of job openings and opportunities. Paul Mitchell The School Birmingham 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 Birmingham has placed students in the beauty industry as Hair Stylists, Makeup Artist, Salon Owner or Salon Manager.

## **GRADUATES COMPLETING A PROGRAM AND REENROLLING IN A NEW PROGRAM**

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

## 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>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 Sculpting Plastic 413</li> <li>1 Paul Mitchell Styling Plastic 407</li> <li>1 Paul Mitchell Express Ion Round® Lg</li> <li>1 Paul Mitchell Express Ion Round® Small</li> </ul> <p><b>COMBS</b></p> <ul style="list-style-type: none"> <li>1 Paul Mitchell Black Metal Tail, 429 (8 5/8" long)</li> <li>1 Paul Mitchell Black Rat Tail, 814 (8 1/4" long)</li> <li>1 Paul Mitchell Metal Pick Teasing, 109 (7 3/8" long)</li> <li>1 Paul Mitchell Red Cutting Comb, 416 (6 3/4" long)</li> <li>1 Paul Mitchell Teal Carving, 424 (6 3/4" long)</li> <li>1 Paul Mitchell White Comb, 408 (6 3/4" long)</li> <li>1 Paul Mitchell Detangler Comb</li> </ul>	<p><b>ACCESSORIES</b></p> <ul style="list-style-type: none"> <li>1 Paul Mitchell All Purpose Cape</li> <li>1 Paul Mitchell Cutting Cape</li> <li>1 Paul Mitchell Metal Clips (pack of 10)</li> <li>1 Paul Mitchell Water Bottle</li> <li>1 Paul Mitchell Rolling Metal Case</li> </ul> <p><b>TOOLS</b></p> <ul style="list-style-type: none"> <li>1 Paul Mitchell 3/4" Marcel Curling Iron</li> <li>1 Andis Clipper &amp; Trimmer (set packed into a bag)</li> <li>1 Paul Mitchell Manicure Set</li> <li>4 Female Mannequin</li> <li>1 Express Ion Smooth® + (Plus) - North America 120v</li> <li>1 Express Ion Dry+® (Plus) - N. America 125V</li> <li>1 Paul Mitchell Classic Razor</li> <li>1 Paul Mitchell Scissor Case</li> <li>1 Paul Mitchell 6.0" Scissor (R/L)</li> <li>1 Paul Mitchell 6.0" Texturizer (R/L)</li> <li>1 Paul Mitchell Tripod</li> <li>1 CAO Makeup</li> </ul>	<p><b>STUDENT EDUCATION MATERIALS</b></p> <ul style="list-style-type: none"> <li>1 The Skill Cards</li> <li>1 The Cutting System app</li> <li>1 The Men's Cutting System DVDs</li> <li>1 The Color System app</li> <li>1 The Makeup System app</li> <li>1 The Mini-Color Swatch Book</li> <li>1 Connecting To My Future book</li> <li>1 Be Nice (Or Else!) E-Book</li> <li>1 Plugged In (Includes access to Master's library)</li> <li>1 Paul Mitchell Product Guide Workbook</li> <li>1 Black Messenger Bag</li> <li>1 Business Fundamentals-course web access</li> <li>1 DollarCamp</li> <li>1 Business Fundamentals</li> <li>1 MI3 Test</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</b></p> <ul style="list-style-type: none"> <li>1 <i>Milady's Standard Cosmetology 13th Edition., MindTap</i>, ISBN-13: 9781305632028, \$249.95</li> <li>1 iPad</li> </ul>
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## STUDENT KIT – For Cosmetology Instructor Training Programs

Students are responsible to purchase:

<ul style="list-style-type: none"> <li>1 <i>Milady's Master Educator Student Course Book</i>, 2nd Edition, ISBN-13: 978-1-4283-2151-9, \$153.95</li> <li>1 <i>Milady's Master Educator Exam Review</i>, 2nd Edition, ISBN-13: 978-1-4283-2154-0, \$45.95</li> </ul>
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Please note that students are responsible for the purchase of stationery supplies and mannequin heads.

## FEDERAL RETURN OF TITLE IV FUNDS POLICY

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

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: Students Title IV Aid Information

<p><b>Title IV Grant Programs:</b></p> <ol style="list-style-type: none"> <li>Pell Grant</li> <li>Academic Competitiveness Grant</li> <li>National SMART Grant</li> <li>FSEOG</li> <li>TEACH Grant</li> </ol>	<table border="1"> <tr><th>Amount Disbursed</th></tr> <tr><td>2,775.00</td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table> <p>A. <input type="text" value="2,775.00"/> (sub-total)</p>	Amount Disbursed	2,775.00										<table border="1"> <tr><th>Amount that Could Have Been Disbursed</th></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table> <p>C. <input type="text" value="0.00"/> (sub-total)</p>	Amount that Could Have Been Disbursed											<p>E. Total Title IV Aid Disbursed for the Period</p> <p>A. <input type="text" value="2,775.00"/>          + B. <input type="text" value="6,727.00"/>          = E. <input type="text" value="9,502.00"/></p> <p>F. Total Title IV grant aid disbursed and that could have been disbursed for the period</p> <p>A. <input type="text" value="2,775.00"/>          + C. <input type="text" value="0.00"/>          = F. <input type="text" value="2,775.00"/></p> <p>G. Total Title IV aid disbursed and aid that could have been disbursed for the period</p> <p>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"/></p>
Amount Disbursed																									
2,775.00																									
Amount that Could Have Been Disbursed																									
<p><b>Title IV Loan Programs:</b></p> <ol style="list-style-type: none"> <li>Unsubsidized FDLP / FFELP</li> <li>Subsidized FDLP / FFELP</li> <li>Perkins Loan</li> <li>PLUS FDLP / FFELP (Grad Student)</li> <li>PLUS FDLP / FFELP (Parent)</li> </ol>	<table border="1"> <tr><th>Net Amount Disbursed</th></tr> <tr><td>2,985.00</td></tr> <tr><td>1,742.00</td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table> <p>B. <input type="text" value="6,727.00"/> (sub-total)</p>	Net Amount Disbursed	2,985.00	1,742.00									<table border="1"> <tr><th>Net Amount that Could Have Been Disbursed</th></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table> <p>D. <input type="text" value="0.00"/> (sub-total)</p>	Net Amount that Could Have Been Disbursed											
Net Amount Disbursed																									
2,985.00																									
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Net Amount that Could Have Been Disbursed																									

### 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.

/  =   
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).

x  =   
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.

-  =   
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.

-  =   
Box E / Box I / Box K

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

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

M. Percentage of unearned Title IV aid  
 $\frac{100.0\%}{\text{Box H}} - \frac{100.0\%}{\text{Box H}} = \frac{0.0\%}{\text{Box M}}$

N. Amount of unearned charges  
 Multiply institutional charges for the period (Box L) by the Percentage of unearned Title IV aid (Box M).  
 $\frac{4,500.00}{\text{Box L}} \times \frac{0.0\%}{\text{Box M}} = \frac{0.00}{\text{Box N}}$

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).

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

► 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.

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

- 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).

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

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%.

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

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).

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

- 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**

The Institutional Refund / Drop Policy applies to all terminations for any reason, by any party, including student decision, course or program cancellation, or school closure.

- 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) business 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) business 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, e, or f 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.
  - h. A student on an approved leave of absence notifies the school that he/she will not be returning. That date of withdrawal shall be the earlier of the date of expiration of the leave of absence or the date the student notifies the institution that the student will not be returning.
- ② The Institutional Refund/Drop Policy applies to all terminations for any reason, by any party, including student decision, course or program cancellation, or school closure. 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 A student’s account may be sent to collections for nonpayment.
  - a. Collections correspondence regarding cancellation and settlement from the institution itself, banks, collection agencies, lawyers, or any other third parties representing the institution clearly acknowledges the existence of the Withdrawal and Settlement Policy.
  - b. If promissory notes or contracts from tuition are sold or discounted to third parties, the third party must comply with the cancellation and settlement policy of the institution.
- ⑧ 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.

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%

## COLLECTION POLICY

When a student graduates and/or withdraws with a balance owed to Paul Mitchell the School Birmingham he or she is given 30 days to bring his or her balance current. After 30 days, if the balance is not brought current or other arrangements made, the loan will be turned over to a collection agency. All collections correspondence will be conducted in a professional manner.

## STUDENT FINANCIAL AID RELEASE

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

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

## 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.

## **SPECIAL PROVISIONS FOR BOOKS AND SUPPLIES**

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

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

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

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

## **POLICY FOR VERIFICATION OF TITLE IV FUNDING**

- ❶ Paul Mitchell the School Birmingham has developed the following policies and procedures for the verification of information provided by applicants for Federal Title IV student financial aid.
- ❷ Only those students selected for verification by the U.S. Department of Education (ED) or those with conflicting information in their records will be required to submit supporting documentation. In most cases, the required documentation consists of a completed Verification Worksheet and a signed U.S. Income Tax Transcripts from the prior year. Any conflicting information in the student's file must be resolved before any financial aid may be disbursed, regardless of the student's verification status.
- ❸ No Federal Pell Grant, Campus Based, or Subsidized Direct/Stafford Loan funds will be disbursed prior to the completion of verification.
- ❹ Students eligible to receive a Pell Grant, Campus Based aid or a Subsidized FFEL or Direct Loan will have until 120 days after their last day of attendance or by the deadline published in the Federal Register each year or 9/29/16 whichever is earlier, to complete verification. However, in the interim, the student must have made arrangements with the school for payment of all tuition and fees due or risk termination from our school. After the passage of the aforementioned period, all financial aid that might have been due is forfeited.
- ❺ All students will be notified on a timely basis if they were selected for verification and what supporting documentation is required. At that time the student will be informed of the time parameters and the consequences of not completing the verification cycle. The institution will notify the student of the results of the verification process and any other documentation needed. The institution will assist the student in correcting any information that is inaccurate and will notify the student via award letter if an award changes. The institution will use as it's reference the most recent Verification Guide supplied by the U.S. Department of Education.
- ❻ If the student receives an overpayment based on inaccurate or conflicting information on any application and refuses to correct the information or repay the Federal funds after being counseled by the institution, the school will refer the case to the U.S. Department of Education for resolution. Unless required by the U.S. Department of Education, no federal financial aid will be disbursed to the student.
- ❼ The financial aid file must be documented with the date that verification is completed. Subsidized Stafford Loan checks will not be released prior to this date.

## **MAKEUP WORK**

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

## **MAKEUP HOURS**

Paul Mitchell The School Birmingham may allow students to accrue up to eight (8) makeup hours per week. Makeup hours are subject to availability and at the discretion of school administration.

## **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. *Satisfactory Academic Progress Evaluations are maintained in the student file.*

## **QUANTITATIVE AND QUALITATIVE FACTORS**

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

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

*\*To meet the state practical requirements for graduation, students must eventually 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 70% 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 cosmetology students attend five (5) days (Monday through Friday), 35 hours per week, from 9:00 AM to 4:30 PM and three (3) days (Thursday and Friday 8:00 AM to 7:00 PM and Saturday 8:00 AM to 5:30 PM), 30 hours per week.

Students in the cosmetology instructor programs will attend (Monday through Friday), 40 hours per week with a minimum of 20 hours per week. The hours may vary each week.

The state of Alabama requires 1500 clock hours for the cosmetology course. Students are expected to complete the course in no more than 142.86% of the program length. If a student is never absent, he/she should complete the course within 43 weeks for a 5-day full-time student and 50 weeks for 3-day full-time students

The state of Alabama requires 650 hours for the cosmetology instructor training course. Students are expected to complete the course in no more than 142.86% of the program length. If a student is never absent, he/she should complete the course within 19 weeks for a full-time students, based on a schedule of 40 hours per week.

## MAXIMUM TIME FRAME

Students must complete the educational program within the maximum time frame, which is based on attending at least 70% of the scheduled hours.

COURSE	LENGTH	MAXIMUM TIME FRAME
Cosmetology – 5-Day Full Time	43 Weeks	61 Weeks
Cosmetology – 3-Day Full Time	50 Weeks	71 Weeks
Cosmetology Instructor Training (650 hours) – Full Time- based on 40 hours per week	19 Weeks	27 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.

## 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.

## 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.

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

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

## LEAVE OF ABSENCE

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.

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

- ① Complete and sign the school's Leave of Absence Request Form in advance, unless unforeseen circumstances prevent the student from doing so.
- ② Must state the reason for the Leave of Absence (LOA) request
- ③ Be approved by the Financial Aid Office and Future Professional Advisor
- ④ Leaves must be a minimum of 14 days and may 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. Student's may not arbitrarily decide to "take" a leave of absence

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

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

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.

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.

## EVALUATION PROCEDURES AND REQUIRED LEVEL OF ACHIEVEMENT

Satisfactory Progress Evaluations in both attendance and academics will occur when cosmetology students reach 450, 900, and 1200 *actual hours* and when a 650 cosmetology instructor training student reaches 325 *actual 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 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.

The student's attendance will be evaluated at Institutional Attendance checkpoints at the completion of each calendar month. A student who is not maintaining at least a 70% attendance will be placed on Institutional Attendance Warning status until the next Institutional Attendance checkpoint. The student will be advised in writing on the actions required to attain Institutional Attendance by the next evaluation. 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.

\*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 actual hours.

## DETERMINATION OF PROGRESS STATUS

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

## **REINSTATEMENT OF FINANCIAL AID *for those who qualify***

If applicable, Title IV financial aid will be reinstated to qualified students who have prevailed upon appeal or who have reestablished satisfactory progress by meeting the minimum cumulative attendance and academic requirements.

### **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, will be placed on probation and considered to be making satisfactory academic progress 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 school's Termination Appeal Form describing why they were terminated, along with supporting documentation of the reasons why the determination should be reversed. This information should include what has changed about the student's situation that will allow them to continue through the program without incident.

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

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

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

## **STUDENT RIGHT OF ACCESS AND RECORD RETENTION POLICY**

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

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

### **Disclosures in Response to Subpoenas or Court Orders**

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

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

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

### **Disclosures for Other Reasons**

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

### **Directory Information**

Paul Mitchell the School Birmingham 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 Birmingham 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 Birmingham is a Main campus. If you have any questions regarding our outcome rates, please see our Admissions Team for assistance.

Paul Mitchell the School Birmingham campus performance statistics for the calendar year 2016:

Graduation	Placement	Licensure
59.41%	76.67%	100%

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

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

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

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

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

**Total Excluded 0**

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

## PROGRAM INTEGRITY

Paul Mitchell The School Birmingham 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 5-day, full time 3-day **cosmetology** program:

Placement rate	On-time graduation rate	Median Loan Debt
76.67%	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 **cosmetology** program:

Placement rate	On-time graduation rate	Median Loan Debt
76.67%	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 **cosmetology instructor** program:

Placement rate	On-time graduation rate	Median Loan Debt
0%	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:

<http://paulmitchell.edu/birmingham>.

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

<b>Graduation</b>
<b>75%</b>

Paul Mitchell The School Birmingham 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 Birmingham. These guidelines were established to assist in creating a safe, focused, and enjoyable learning experience.

### Attendance and Documentation of Time

- 1 The school records attendance in clock hours and gives appropriate attendance credit for all hours attended. The school does not add or deduct attendance hours as a penalty. Attendance is calculated using a computerized time clock and does not round hours. Students are required to clock in/out 2 times a day: when they arrive at school and when they leave at the end of the day. If a student fails to clock in or out for their schedule on the student timeclock, the student will not receive hours. 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 Monday through Friday from 9:00 AM to 4:30 PM for 5-day school and 8:00 AM to 7:00 PM Thursday and Friday, and Saturday 8:00 AM to 5:30 PM for 3-day students.
- 3 All courses require continuous attendance.
- 4 The prescribed attendance schedule must be maintained each week.
- 5 Students are only allowed to be tardy three (3) days per month before disciplinary action may occur as determined by and at the discretion of a member of the Education Leader or Director. Students must clock in before their scheduled start time to be considered on time.
- 6 Theory: Students will not be allowed in Theory once the door is closed. The student will not receive theory credit or clock hours 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.
- 7 A student that is clocked in for the day is expected to stay for the entire day 9:00 AM to 4:30 PM; 8:00 AM to 7:00 PM for 3-day students. A student is only allowed three (3) times per month to leave prior to the end of the school day before disciplinary may be taken.
- 8 Students who are late or cannot attend school must contact the school and talk to the school service desk immediately. Day students must call in by 8:30 AM and 3-day students must call in by 7:30 PM.
- 9 Students must request time off from school from the Education Leader.
- 10 Students are required to be in attendance a minimum of 35 hours per week for the full-time schedule; 30 hours per week for 3-Day students; . Holidays such as Thanksgiving, Christmas, and New Year's Day will be set according to the calendar each year.
- 11 Lunches and breaks are scheduled for all students. 5-Day students will take two (2) ten minute breaks and one (1) 30 minutes for lunch between 12:00 noon and 1:30 PM. 3-Day students will take three (3) ten minute breaks and one 30 minute lunch between 12:00 PM to 1:30 PM. Students should communicate with their instructor if they have not had lunch by 1:30 PM.

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

Student Schedule	Breaks	Lunch
10 hr day	Three 10 min. breaks	30 min. lunch
8 or 7 1/2 hr/day	10 min. in the morning & 10 min in the afternoon	30 min.
6 hr/day	10 min. in the morning & 10 min in afternoon	n/a



- ⑫ Documentation of time: Students may not leave the school premises during regular hours without an instructor's permission.
  - a. Students who leave school premises for more than 10 minutes or those who leave early must document their time by clocking out on the time clock, signing the sign-out sheet, and having an instructor book them out.
  - b. Students who leave school premises for less than 10 minutes must sign the sign-out sheet.
- 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.
- ⑮ During the enrollment contract period, the student is allowed to miss 150 hours (cosmetology) and 65 hours (cosmetology instructor training) before having to pay extra instructional charges. If the student's training goes beyond the contracted ending date for course completion, the student will be charged an additional \$11.00 per hour scheduled to be completed after the contract ending date. The student may use the 150 hours (cosmetology) and 65 hours (cosmetology instructor training) allowed absent hours for vacation, appointments, illness, etc.

***\*\*Refer to the school enrollment contract for the Enrollment Contract Period definition.  
Please note that if a student misses more than 14 consecutive calendar days, the student may be terminated from the program.***

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

- ① Core and Phase One students must wear all black.
- ② Phase Two and cosmetology instructor training students must wear black or white in any combination.
- ③ Professional top or blouse, black pants, skirt, or dress.
- 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. Men's facial hair must be well groomed.
- 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, opened-toed, or canvas shoes
  - b. Jeans or clothing made of jeans material.
  - c. Tank or sleeveless tops or any top that may expose the underarms.
  - d. Sweatpants and sweatshirts and scrubs.
  - 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 shorter than four (4) inches from the bend in the back of the knee or slits that reveal or potentially reveal undergarments.
  - g. Hats, visors, bandanas, caps, or beanies
  - i. Spandex or biking shorts. Shorts (Capri) must come below the knee midway between the top of the ankle bone and the bottom of the knee cap.
  - j. Hooded sweatshirts, jackets, or tops; jackets are not allowed on the clinic floor
  - k. Leggings must be solid, opaque and come below the knee, your bottom must be covered completely by a shirt or dress.
  - l. Sunglasses
  - m. Shirts that show off midriff, excessive cleavage, or excessive shoulders and/or chest.
- ⑨ Colored earrings and bracelets are acceptable.
- ⑩ Black and White scarves only. NO COLOR.
- ⑪ Students who fail to comply with the professional dress code will be asked to leave and return with appropriate attire.

## **Sanitation and Personal Services**

- ① Students must keep workstations and classroom areas clean, sanitary, and clutter free at all times.
- ② Students must clean their stations, including the floor, after each service.
- ③ Hair must be swept up immediately after a service is completed, before blow drying.
- ④ Workstations must be cleaned at the end of the day, prior to clocking out for the day.
- ⑤ Students may have their hair or other services done on student service days. To receive a service, students must do the following prior to starting the service:
  - a. Notify an instructor
  - b. Pay for service supplies including perms, tints, bleaches, rinses, conditioning, treatments, manicures, nails, etc.
  - c. 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.
  - d. Students may not miss class on student service days.

## **Communication Guidelines and Professional Conduct**

- ① Visitors are allowed in the reception area only. Visitors are not allowed in the classrooms, student lounge, clinic classroom area, or school premises.
- 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. If there is an emergency please instruct your family and friends to call the service desk at (205) 824-4442.
- ③ Cell phones are only permitted to be used when the student is on break or lunch, all other times the cell phone must be in the student's locker with the ringer off. Cell phones are never permitted on the clinic floor or class rooms.
- 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 lunchroom.
- ⑦ Paul Mitchell the School Birmingham is a smoke-free campus.
- ⑧ Stealing or taking school or another's personal property is unacceptable and may be 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 an instructor.
- ⑥ Students are expected to be continuously working on school-related projects, assignments, reading, or test preparation during school hours.
- ⑦ Students will receive clock hours during the times they fully participate in their learning experience.
- ⑧ When students are not scheduled with service appointments or are not scheduled to attend theory or an elective class, they may focus on the following:
  - a. Completion of monthly worksheets
  - b. Completion of theory review worksheets
  - c. Performing a service on another student
  - d. Listening to or reading school resource center materials, including educational videos, audiotapes, and books
  - e. Working on Dean's List and Honors
- ⑨ Students must comply with school personnel and instructor's assignments and requests as required by the curriculum and student guidelines and rules.
- ⑩ Students may not perform hair, skin, or nail services outside of school unless authorized to do so by school administration. Conducting unauthorized hair, skin, or nail services outside of school will be reported to the state board and may result in your inability to receive a professional license.
- ⑪ Students are responsible for their own equipment and may use a station drawer only while working at that station. All equipment, tools, and personal items must be secured in their assigned locker. Paul Mitchell the School Birmingham is not responsible for any lost or stolen articles. Kit checks will be made randomly and without notice. It is the sole responsibility of the student to maintain their kits in good working condition at all times. Only Paul Mitchell approved tools and kits.
- 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 by 4:30 PM for day students.
- ⑭ If a student fails to complete a worksheet 100%.
- ⑮ Theory: Students will not be allowed in Theory once the door is closed. The student will not receive theory credit or theory clock hours 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.

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

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

### Guidelines

- 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 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 to be harmful, offensive or inappropriate.
- ❻ Paul Mitchell The School may in its sole discretion carry out or authorize searches/inspections for any reason. The following is a partial listing of examples of when Paul Mitchell The School will exercise its discretion without notice:
  - a. Locker abandonment.
  - b. Suspected contents that may be illegal, illicit or deemed by the school to be harmful, offensive or inappropriate.
  - c. At the request of or generally in cooperation with law enforcement authorities.
  - d. Investigative purposes related to suspected or alleged criminal, illegal, or inappropriate activities.
  - e. Risk to the general good of the school.
  - f. Risk to the general good of the student or student population.
  - g. Unregistered locker.
  - h. Physical damage to or defacing of the locker.
  - i. Odors (spoiled/rancid food, garbage or smelly contents).
  - j. Locker maintenance.
- ❼ Paul Mitchell The School works with the local law enforcement authorities and maintains the right in the school's sole discretion to allow law enforcement to carry out specific and random searches/inspections of locker contents. Such searches/inspections may be carried out with or without notice to or in the presence of the locker's occupant. Such police activity may include but is not limited to: random drug or weapon searches of lockers, backpacks, book bags, brief cases, containers, jackets and winter coats.

## 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 noncompliance:

- 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 suspended 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 suspension or termination.
- 5 **Learning Participation Guidelines:** The learning participation guidelines have been established to provide a creative, fun, interactive, and collaborative learning environment that empowers students to act as "future salon professionals" and committed learners. Positive behavior is required to create a mutually beneficial learning environment for all students. Students who fail to meet the guidelines and create challenges for other students or staff may be released from school, suspended, or 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 paying the administrative termination fee. If a student receives two (2) more coaching sessions after re-admission 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. *When monitoring students for unofficial withdrawals, the school is required to count any days that a student was out of school on suspension as a part of the 14 consecutive days of non-attendance used to determine whether the student will be returning to school.*

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.

## POLICIES AND PROCEDURES FOR STUDENTS WITH DISABILITIES

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



### ❶ Accommodation Procedures for Students with Disabilities

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

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

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

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

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

## **The School's Responsibilities to Students with Disabilities**

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

The person responsible for implementing these responsibilities at Paul Mitchell The School Birmingham Campus is: Autumn Maddox; ADA Compliance Coordinator; 1694 Montgomery Highway, Suite 124, Hoover, AL 35216, (205) 824-4442; [admissions@birmingham.paulmitchell.edu](mailto:admissions@birmingham.paulmitchell.edu).

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

## **Procedures for Students and The School**

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

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

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

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



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

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

*Here are some examples:*

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

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

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

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

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

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

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

### **Appeals by Students**

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

When a student wishes to file an appeal, the student must notify Susanne Brown; Director; 1694 Montgomery Highway, Suite 124, Hoover, AL 35216, (205)824-4442; [sbrown@xcellacademy.com](mailto:sbrown@xcellacademy.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 is responsible for providing a grievance procedure to students who feel they have been discriminated against on the basis of disability. The grievance procedure provides students the opportunity to file a complaint. The School then has the responsibility to objectively investigate the allegations in the complaint and determine whether the student has been discriminated against. If The School determines that discrimination occurred, The School must take appropriate steps to correct the discrimination and prevent it from reoccurring.

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

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

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

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

The complaint must be sent to: Susanne Brown; Director; 1694 Montgomery Highway, Suite 124, Hoover, AL 35216, (205)824-4442; [sbrown@xcellacademy.com](mailto:sbrown@xcellacademy.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 instructor's records. During the investigation, the Director will disclose the complaint, and confidential information about the student, only to the extent necessary to investigate the allegations of the complaint.

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

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

**Appeals by Students** — If the student who filed the complaint disagrees with the decision made by the Director, or disagrees with the remedial action specified, the student may appeal the decision to The School Owner. The appeal must be written and sent to Susanne Brown; Director; 1694 Montgomery Highway, Suite 124, Hoover, AL 35216, (205)824-4442; [sbrown@xcellacademy.com](mailto:sbrown@xcellacademy.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 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:

$$\text{Cost of Attendance} - \text{Expected Family Contribution (EFC)} = \text{Financial Need}$$

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:

- ① Criteria making a student ELIGIBLE includes citizen or permanent non-citizen alien recipient codes 1-151, 1-551, and 1-94.
- ② 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 Birmingham 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 Birmingham prohibits discrimination based on sex, which includes sexual harassment and sexual violence, and Paul Mitchell The School Birmingham has jurisdiction over Title IX complaints.

Paul Mitchell The School Birmingham's anti-harassment policy applies to all persons involved in the operation of Paul Mitchell The School Birmingham, and prohibits unlawful harassment by any employee of Paul Mitchell The School Birmingham, as well as students, customers, third parties, vendors or anyone who does business with Paul Mitchell The School Birmingham. 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 Birmingham does business engages in unlawful harassment or discrimination, Paul Mitchell The School Birmingham 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 Birmingham, 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 Birmingham's commitment to providing a harassment-free working and learning environment, this policy shall be disseminated to Paul Mitchell The School Birmingham community through publications, Paul Mitchell The School Birmingham website, new employee orientations, student orientations, and other appropriate channels of communication. Paul Mitchell The School Birmingham will provide training to key staff members to enable Paul Mitchell The School Birmingham to handle any allegations of discrimination and harassment, including sexual harassment or sexual violence, promptly and effectively. Paul Mitchell The School Birmingham 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 Birmingham 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 Birmingham 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 Birmingham 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 Birmingham Owner if the complaint involves an employee. In order to facilitate the investigation, your complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. A sex discrimination complaint should be filed within 180 days from the date of the alleged discriminatory incident. Upon receiving any report of discrimination, including harassment, regardless of the filing date or when the school receives notice, the school will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the student, and on others, if appropriate. All documentation pertaining to the complaint/grievance will be confidential. The complaint/grievance once received will be maintained in the student's and/or employee's permanent file, which has limited staff access, this includes verbal complaints.

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

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

<b>Title IX Coordinator:</b> Alicia Kent - Core Specialist 1694 Montgomery Hwy., Ste. 124 Hoover, AL 35216 akent@xcellacademy.com 205-824-4442	<b>School Owner: (for complaints involving employees)</b> Robert Brown 1694 Montgomery Hwy., Ste. 124 Hoover, AL 35216 rbrown@xcellacademy.com 205-824-4442
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Paul Mitchell The School Birmingham 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 Birmingham's grievance procedures operate. Because complaints can also be filed with the School Owner, these employees also receive training on Paul Mitchell The School Birmingham's grievance procedures.



## Investigation of Complaints

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

During the investigation, Paul Mitchell The School Birmingham 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 Birmingham 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 Birmingham will take steps to prevent the recurrence of any harassment or discrimination. Any employee determined by Paul Mitchell The School Birmingham 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 Birmingham's disciplinary process. To the extent that an employee or contract worker is not satisfied with Paul Mitchell The School Birmingham's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

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

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

### **Retaliation Prohibited**

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

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

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

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

Sexual harassment may include but is not limited to:

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

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

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

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

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

## **HARASSMENT, INTIMIDATION, BULLYING, AND DISCRIMINATION POLICY**

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

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

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

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

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

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

For a list of state anti-bullying laws and policies please go to: [www.stopbullying.gov](http://www.stopbullying.gov).

## COPYRIGHT MATERIAL POLICY FOR PAUL MITCHELL THE SCHOOL

Material in this program is, unless otherwise stated, the property of Paul Mitchell the School Birmingham. 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 Birmingham 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 Schools respect 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, YouTube, Friendster, etc.). Students are personally responsible for the content they publish on social networking sites. Students are expected to treat each other with fairness and respect, consistent with the Paul Mitchell Schools culture.

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

## EMERGENCY PROCEDURES AND GUIDELINES

Paul Mitchell the School Birmingham is concerned about our students, staff and guest safety. In order to ensure the safety of everyone Paul Mitchell the School Birmingham has the following procedures.

### General Guidelines in the case of emergency

- ▶ Remain calm.
- ▶ Do not panic.
- ▶ Assist children and the elderly.
- ▶ Help staff, students, and clients remain calm.
- ▶ Check for injuries to yourself and others. Seek medical attention as needed.

**Evacuation Procedures** — Paul Mitchell the School will perform an evacuation drill on a quarterly basis to maintain the safety of all students and staff members. In case of a fire, fire hazard, bomb threat, gas leak, or other toxic leaks, staff members and students should remain calm, not panic, and leave all personal belongings behind as these items can be replaced. All students are to exit the building in an orderly fashion by exiting from the front or the back exit doors. The students will meet under the Centre at Riverchase sign which is located on highway 31 in front of the school building. Under no circumstance will any staff member or student be allowed to leave or return to the building until everyone is accounted for and/or the building is officially deemed safe for re-entry. Evacuation procedures should not be followed in the event of an earthquake or tornado.

**Tornado Procedures** — Paul Mitchell the School Birmingham will perform a tornado drill on a quarterly basis to maintain the safety of all students and staff members. In case of a tornado the sirens will sound and everyone will go into the restrooms, learning leaders office and theory classroom. It is the recommendation of the school's administration that no one leaves Paul Mitchell the School Birmingham until all potential damaging weather has passed.

**Earthquake Procedures** — Paul Mitchell the School Birmingham will perform an earthquake drill on a quarterly basis to maintain the safety of all students and staff members. In the event of an earthquake, crawl under the station cabinets on the clinic floor or under a table in one of the classrooms. Be prepared for aftershocks in an earthquake. Do not drive under any circumstances. It is the recommendation of the school's administration that no one leaves Paul Mitchell the School Birmingham until the earthquake is over and everyone is accounted for.

## **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.

## **REGULATORY AND ACCREDITATION AGENCIES**

The following institutions license and regulate our institution:

### **Alabama Board of Cosmetology**

RSA Union Building, 100 North Union Street, Suite 320  
Montgomery, AL 36130  
(217) 785-0800  
Toll Free (800) 815-7453  
Fax (334-242-1926

### **National Accrediting Commission of Career Arts & Sciences, (NACCAS)**

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

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

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

The campus crime report is provided to each student prior to enrollment. The campus crime statistics are updated annually (October). If you are interested in reviewing or receiving a copy of the school's campus crime report, please see the School Director and/or the financial aid office, or a copy may be reviewed on the school website: <http://paulmitchell.edu/birmingham/helpful.links>.

## **GRIEVANCE POLICY**

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

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

Paul Mitchell the School Birmingham cannot settle the student complaint, all complaints may be appealed to NACCAS. The school and the student will each retain a copy of the complaint and resolution. A student can re-apply to Paul Mitchell The School Birmingham after a six (6) month waiting period. If none of the above steps satisfy the student and resolve the complaint, the student is then informed of The Alabama State Board of Cosmetology, 100 North Union Street RSA Union Building Suite 320 Montgomery, AL 36130 phone # 1-800-815-7453.

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

The catalog and policies within may be modified or updated at anytime by the administration of Paul Mitchell The School Birmingham.



## **SCHOOL ADMINISTRATION AS OF MARCH 2018**

**Owners:** Xcell Academy, Inc with owners as Robert and Susanne Brown

**Director:** Susanne Brown

**Operations Leader:** Randy Brown

**Admissions Leader:** Autumn Maddox

**Marketing Leader:** Jacob Nance

**Take Home and Brand Leader:** Kellee Lowe

**Financial Aid Leader:** Gabriel Wrenn

**Service Desk Leader:** Jaime Thorn

**Future Professional Advisor:** Denise West

**Education Leader:** Samantha Harper

### **STAFF FACULTY**

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

**Samantha Harper:** Education Leader Full Time  
Licensed Cosmetology Instructor: 111508  
School: Xcell Academy A Paul Mitchell Partner School  
Degree: Cosmetology and Cosmetology Instructor Certificate  
BIO: Education Leader, Color Specialist, JPMS National Color Educator

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**Cliff Pope:** Learning Leader Full-time  
Licensed Cosmetology Instructor: 62091  
School: Step Ahead, The Cosmetology School  
Degree: Cosmetology and Cosmetology Instructor Certificate  
BIO: Former Alabama State Board of Cosmetology Member, Cutting Specialist, Core Specialist,

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**Catherine Whidby:** Learning Leader Full-time  
Licensed Cosmetology Instructor: 114496  
School: Paul Mitchell The School Birmingham  
Degree: Cosmetology and Cosmetology Instructor Certificate  
BIO: Make-up Specialist, Phase II Learning Leader

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**Denise West:** Future Professional Advisor  
Licensed Cosmetologist: 73550  
Licensed Cosmetology Instructor: 73550  
School: SOT/Leeds Beauty  
Degree: Cosmetology and Cosmetology Instructor Certificate  
BIO: Clinic Classroom Specialist, Texture Specialist

**Alicia Kent:** Core Specialist  
Licensed Cosmetologist: 126988  
Licensed Cosmetology Instructor: 1236988  
School: Winonah School of Cosmetology  
Degree: Cosmetology and Cosmetology Instructor Certificate  
BIO: Core Specialist

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**Malorie Talley:** Learning Leader  
Licensed Cosmetologist: 127471  
Licensed Cosmetology Instructor: 127471  
School: Shelton State  
Bio: Clinic Classroom Specialist