



**Paul Mitchell The School San Jose**  
**130 S. Almaden Blvd. San Jose, CA 95113**  
**669-342-5032; Website: paulmitchell.edu/snjose**

## **"STUDENT'S RIGHT TO CANCEL" - INSTITUTIONAL REFUND/DROP POLICY**

- ① Any monies due the student shall be refunded within 30 days of official cancellation or withdrawal. Official cancellation or withdrawal shall occur on the earlier of the dates that:
  - a. A student is not accepted by the school. This student shall be entitled to a refund of all monies paid to the school except a non-refundable application fee.
  - b. A student (or in the case of a student under legal age, his/her parent or guardian) cancels his/her contract and demands his/her money back in writing, through attendance of the first day of class or the seventh (7) calendar day of signing the enrollment contract, whichever is later. In this case all monies collected by the school shall be refunded except a non-refundable application fee. This policy applies regardless of whether or not the student has actually started training.
  - c. A student who cancels his/her contract through attendance of the first day of class or the seventh (7) calendar day of signing the enrollment contract is entitled to a refund of all monies paid to the school less an application fee of \$75.00.
  - d. A student notifies the institution of his/her official withdrawal in writing.
  - e. A student is expelled by the institution.
  - f. For official cancellations as defined in paragraphs b, c, d, or e, the cancellation date will be determined by the postmark on written notification at the following address: *Paul Mitchell The School San Jose 130 Almaden Boulevard, San Jose, CA 95113*, or by the date said information is delivered to the school administrator/owner in person. Written cancellations need not take any particular form.
  - g. Monies paid for student kits are nonrefundable.
  - h. A student's on a leave of absence date of withdrawal determination shall be the earlier of the scheduled date of return from the leave of absence or the date the student notifies the school that the student will not be returning.
- ② You have the right to cancel your enrollment contract and obtain a refund of charges paid through attendance of the first day of class or the seventh (7) calendar day of signing the enrollment contract, whichever is later. **YOU MUST CANCEL IN WRITING.** Students do not have the right to cancel by telephoning the school or by not coming to class.
- ③ Any monies due a student who unofficially withdraws from the institution shall be refunded within 45 days of a determination by the institution that the student has withdrawn without notifying the institution. Unofficial withdrawals are monitored every 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.
- ④ When situations of mitigating circumstances are in evidence, such as serious illness, a disabling accident, or death in the immediate family, the school may make a settlement that is reasonable and fair to both parties.
- ⑤ All extra costs, such as books, equipment, graduation fees, application fee, rentals, and other such charges, are not considered in the tuition adjustment computation if the charges are itemized separately in the enrollment contract.
- ⑥ Monies paid for supplies and equipment are nonrefundable through attendance of the first day of class or the seventh (7) calendar day of signing the enrollment contract, whichever is later.

- 7 If a course and/or program is cancelled subsequent to a student’s enrollment, and before instruction in the course and/or program has begun, the school shall either provide a full refund of all monies paid or provide completion of the course and/or program.
- 8 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.
- 9 A student’s account may be sent to collections for nonpayment.
- 10 If the school closes permanently and no longer offers instruction after a student has enrolled, the school will provide a pro rata refund of tuition to the student.
- 11 A student is entitled to a refund of moneys not paid from federal student aid program funds.

Students are responsible for the amount owed. If a student obtains a student loan, he/she is responsible for repaying the loan amount, plus interest, less the amount of any refund. The institution shall also provide a pro rata refund of nonfederal student financial aid program monies paid for institutional charges to students who have completed 60 percent or less of the period of attendance.

If you are eligible for a loan guaranteed by the federal or state government and you default on the loan, both of the following may occur:

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

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

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

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

**Step 2:** Subtract Registration/Application fee not to exceed \$250.00. The school does not charge a registration fee the student is only charged an application fee of \$75.00.

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

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

Tuition amount	10%	25%	50%	60%	61%-100%
\$20,128.00	\$2,012.80	\$5,032.00	\$10,064.00	\$12,076.80	\$20,128.00

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

Tuition amount	10%	25%	50%	60%	61%-100%
\$17,625.00	\$1,762.50	\$4,406.25	\$8,812.50	\$10,575.00	\$17,625.00

Below is an example of a pro rata refund for the **Paul Mitchell The School San Jose Esthetics Program**: The amount listed is the amount a school may retain based on the percentage of *scheduled hours* completed in the program.

Tuition amount	10%	25%	50%	60%	61%-100%
\$8,100.00	\$810.00	\$2,025.00	\$4,050.00	\$4,860.00	\$8,100.00

Below is an example of a pro rata refund for the **Paul Mitchell The School San Jose Nail Care Program**: The amount listed is the amount a school may retain based on the percentage of *scheduled hours* completed in the program.

Tuition amount	10%	25%	50%	60%	61%-100%
\$7,500.00	\$750.00	\$1,875.00	\$3,750.00	\$4,500.00	\$7,500.00

Paul Mitchell The School Sacramento and Paul Mitchell The School San Jose does not have a pending petition in bankruptcy, has never filed for bankruptcy petition within the preceding five (5) years, nor operated as a debtor in possession or had a petition of bankruptcy filed against it within the preceding five (5) years that resulted in reorganization under Chapter 11 of the United States Bankruptcy Code. (11 U.S. C. Sec. 1101 et seq.)