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# 2018 CATALOG

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

Stephanie Foreman

### **Paul Mitchell The School Lincoln**

5601 S. 59th Street, Suite D Lincoln, NE 68516 (402) 261-5322 ADMISSIONS@LINCOLN.PAULMITCHELL.EDU Volume No. 7

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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 Lincoln 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 facilities include student lounge and lockers, client reception and work areas, management offices, private classrooms, workstations, and equipment.

The school is equipped with two curb ramps, a handicapped stall in each of the women and men's restrooms, and a wheelchair accessible water fountain. In all of the classrooms, the tables and chairs can be rearranged to accommodate a person with disabilities. The clinic floor has two different style salon chairs. Both styles are portable which would allow more access for a student with disabilities or to allow a guest to remain in their wheel chair if needed.

### ADMINISTRATION/OWNERSHIP

CBA LLC., dba Paul Mitchell The School Lincoln, 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 Lincoln will not be responsible for parking violations and/or towing fees.

### **NONDISCRIMINATION**

Paul Mitchell The School Lincoln, 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, Stephanie Foreman, in person or by calling 402-261-5322, or by mail at 5601 S. 59th Street, Suite D, Lincoln, NE 68516 immediately so appropriate action can be taken.

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

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

The curriculum involves 2100 hours to satisfy Nebraska state requirements. The course includes extensive instruction and practical experience in cutting, hair coloring, perming, customer service, personal appearance and hygiene, personal motivation and development, retail skills, client record keeping, business ethics, sanitation, state laws and regulations, salon-type administration, and job interviewing.

# **Student Instructor: Standard Occupational Classification** (SOC 25-1194.00) **Classification of Instructional Programs** (CIP code 13.1399)

\* This program is not currently being offered.

Class size is limited. The program is by invitation only.

The curriculum involves 925 hours over a minimum of six months student instructors training to satisfy Nebraska state requirements. The course educates prospective cosmetology instructor 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 student instructor learns to engage students in the learning process and stimulate the discovery process with visuals, music, and/or hands-on activities. \*At the end of the program, the student is prepared to become an entry level cosmetology instructor.

### Barbering: Standard Occupational Classification SOC 39-5011 Classification of Instructional Programs CIP Code 12.0402

\* This program is not currently being offered.

The curriculum involves 2100 hours to satisfy Nebraska State requirements. The course includes extensive instruction and practical experience in men's cutting, men's grooming, customer service, personal appearance and hygiene, personal motivation and development, retail skills, client record keeping, and business ethics, as well as sanitation, state laws and regulations, salon-type administration, and job interviewing.

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

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

### **ADMISSION REQUIREMENTS**

Paul Mitchell The School Lincoln admits as regular students those who are 17 years of age or older and high school graduates or holders of a high school equivalency diploma. Paul Mitchell The School Lincoln does not accept ability to benefit (ATB) students at this time.

### **ADMISSION PROCEDURE**

- 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 Lincoln.
- 2 Submit an Application Fee: Action will not be taken on admission or any student loan application until an application fee of \$50.00 is received. Please submit the fee in the form of cash, check or money order, payable to Paul Mitchell The School Lincoln. 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.
- **Omplete an Entrance Notification Form:** (Barbering program only) Complete a State of Nebraska Board of Barber Examiners Student Entrance Notification form
- Submit a Student/Examination Fee: (Barbering program only) Action will not be taken on admission or any student loan application until a student/examination fee of \$100.00 is received. Please submit the fee in the form of cash, check, or money order, payable to Paul Mitchell The School Lincoln. This must be a separate payment from the Application Fee. Please note, this fee is paid by the school to the State of Nebraska Board of Barber Examiners on the student's behalf.
- **Submit One (1) Photos:** The photos should be a recent head and shoulder shot of the applicant.
- **6 Entrance Essay:** The essay should include the applicant's accomplishments and career goals.
- Personal Interview: Applicant must complete a personal interview with the admission's Team prior to registration.

### **9** Provide Verification Documents:

- **a. Identification** (*provide only one*): Copies of a passport, a government-issued identification, a driver's license, or a birth certificate are required.
- **b. Education** (*provide only one*): Copies of a <u>standard</u> high school diploma\*, high school transcripts\*\*, an academic transcript of a student who has successfully completed at least a two-year program that is acceptable for full credit towards a bachelor's degree or a High School Equivalency diploma or official High School Equivalency diploma test scores.
  - \* Please note that a Modified High School Diploma, a Certificate of Completion, or a Certificate of Attainment is not accepted for our Admissions requirements. They are not considered equivalent to a <u>Standard</u> High School Diploma. We are required to verify that your proof of education is from a valid high school or High School equivalency program. If we determine that your diploma or High School Equivalency diploma is not valid, you will be denied admission to the school.
- **Student Instructor Requirements:** Students enrolled in the Cosmetology Instructor Program must provide a copy of a valid and current Nebraska Cosmetology License.

\*\*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 Lincoln does not recruit students who are already enrolled in a similar program at another institution.

If you have a disability and need an academic adjustment, please notify the admissions officer as soon as possible so the school can review your request. If you are interested in attending our school and you do not have a high school diploma or a high school equivalency diploma, please contact our admissions office for a list of high school equivalency programs located near the school. Paul Mitchell The School Lincoln 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*.

### APPLICANTS WITH NON-IMMIGRANT VISAS

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

In addition to the above documents, non-immigrant applicants must provide documentation to show that they are permitted to be enrolled in a post-secondary school in the United States. Please see the Financial Aid Officer to determine if you qualify for any type of Title IV financial aid. Please note that students who are studying under a student visa (I-20) are not eligible to receive financial aid. Those students studying under a student visa at a school approved by SEVIS must attend the full-time schedule and can only attend the program for a period not to exceed 12 months. This school location is not SEVIS approved.

### **ACCEPTANCE**

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

### **RE-ENTRY STUDENTS**

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

- All outstanding tuition, fees, and overtime expenses must be paid in advance or the student must make satisfactory arrangements with the Financial Aid Leader.
- Previous tuition payments will be credited to the student's balance based upon the original contracted cost for the course.
- If a re-enrolling student has previously used all of their excused absences provided under their original contract, the student will not receive any additional time for excused absences under the new contract addendum.
- Pay a \$100.00 re-entry fee and submit a new application.

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

- All outstanding tuition, fees, and overtime expenses must be paid in advance or the student must make satisfactory arrangements with the Financial Aid Leader.
- 2 Students will be contracted at the current tuition hourly rate.
- If a re-enrolling student has previously used all of their excused absences provided under their original contract, the student will not receive any additional time for excused absences under the new re-enrollment contract.
- Students are required to purchase a kit if their current kit is not complete. Any missing kit items must be purchased.
- **5** Pay a \$100.00 re-entry fee and submit a new application.

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

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

Re-admission for a student requires a personal interview with school administration. The re-entering student will be placed on a 30-day evaluation. During the 30-day evaluation period the student must demonstrate for that period that they can meet the school's minimum attendance and academic requirements for Satisfactory Academic Progress. The student will then be evaluated for Satisfactory Academic Progress at the next scheduled evaluation period to determine their new status. Students who fail to meet the minimum attendance and academic requirements for that 30-day evaluation period may be terminated. Students who re-enter the program are placed in the same Satisfactory Academic Progress standing as when they left.

### TRANSFER STUDENTS

Paul Mitchell The School Lincoln will accept transfer hours from other schools based on an evaluation of the student's comprehension of the course material. A maximum of 1500 hours will be accepted for students who transfer from another school; all transfer students must attend a minimum of 600 hours at Paul Mitchell The School Lincoln, to obtain the Paul Mitchell culture and educational program. All hours will be accepted if transferring from another Paul Mitchell school.

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

Paul Mitchell The School Lincoln does not accept transfer hours for the student instructor program.

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

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.

Cosmetologist licensed in another state will only be required to complete any additional hours required by the state in order to receive a Nebraska Cosmetology License.

### 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 Nebraska Board of Cosmetology to deny licensure. The Nebraska Board of Cosmetology may deny 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 Lincoln is not responsible for students denied licensure.

### **ENROLLMENT INFORMATION**

- Enrollment periods: Paul Mitchell The School Lincoln begins a new cosmetology, barbering, and student instructor class approximately every nine (9) weeks, depending upon space availability. Please refer to the Tuition and Registration Schedule supplement or contact Paul Mitchell The School Lincoln for exact starting dates.
- Pholidays and school closures: Paul Mitchell The School Lincoln allows one day per month for staff professional development. Holidays such as Thanksgiving, Christmas, and New Year's Day will be set according to the calendar each year. These dates are determined according to the calendar each year. Additional holidays may be added to the schedule at the discretion of school administration. The school is open for business unless there is a declared State of Emergency. Unexpected closures and snow days will be reported via the schools website and/or Facebook page.
- **1 Enrollment contract:** Paul Mitchell The School Lincoln 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.
- Payment schedule: Paul Mitchell The School Lincoln offers a variety of monthly financial payment schedules. See Paul Mitchell The School Lincoln's Financial Aid Leader for details.

### **EDUCATION GOALS**

Paul Mitchell The School Lincoln 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:

- To educate students to be professional, knowledgeable, and skilled in their field for marketability within the industry.
- 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.
- To teach courtesy and professionalism as the foundation for a successful career in their chosen field of study.
- To prepare students to successfully pass the state licensing exam for entry-level employment.
- 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**

TOTAL COSTS	\$23,550.00
Kit, Equipment, Textbook, Supplies (non-refundable)	2,500.00
Application Fee	50.00
Tuition	\$21,000.00

### **TUITION – Barbering**

Tuition	\$21,000.00
Application Fee	50.00
Student Examination Fee	100.00
Kit, Equipment, Textbook, Supplies (non-refundable)	2,500.00
TOTAL COSTS	\$23,650.00

### **TUITION – Student Instructor**

Tuition	\$7,500.00
Application Fee	50.00
Textbooks (non-refundable)	225.00
TOTAL COSTS	\$7,775.00

<sup>\*</sup> the student instructor program is not Financial Aid approved at this time.

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

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

### **2018 CLASS START DATES**

Cosmetology	
DAY SCHOOL:	January 8, March 5, April 30, June 25, August 20, October 22
3 DAY SCHOOL:	Please see Admissions Leader for specific start dates.

Barbering	
DAY SCHOOL:	Please see Admissions Leader for specific start dates.

Student Instructor	
DAY SCHOOL:	Please see Admissions Leader for specific start dates.

### **CONSTITUTION DAY**

Paul Mitchell The School Lincoln celebrates Constitution Day on or near September 17 of each year. For more information visit <a href="https://www.constitutionday.com">www.constitutionday.com</a>

### **VOTER REGISTRATION**

Students are encouraged to register to vote in State and Federal Elections. Voter Registration and Election Date information for the state of Nebraska can be found at http://www.sos.ne.gov.

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

### STUDENTS WHO WITHDRAW

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

Students wishing to transfer to another institution must pay all monies owed to Paul Mitchell The School Lincoln, and all applicable academic requirements must be met in order for the student transcripts 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 form. The student will be charged an administrative termination fee of \$100.00.

### **COSMETOLOGY COURSE OVERVIEW**

### **Course Hours: 2100 clock hours**

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

- Pre-clinical Classroom Instruction: The first 300 hours are devoted to classroom workshops where students learn design principles, technical information, and professional practices.
- **Olinic Classroom Learning Experience:** The remaining 1800 hours are spent in the clinic classroom area where practical experience is gained.

### **COSMETOLOGY COURSE OUTLINE**

Your time at Paul Mitchell The School Lincoln for the cosmetology program will be divided into six designations:

### FRESHMAN CURRICULUM

- Core Curriculum: A 230 hour orientation, known as the Core program, instills the basic fundamentals.
- Protégé Learning Experience: Your experience as a Protégé produces a smooth transition from Core student to Adaptive student. You spend 70 hours as a Protégé preparing you for the clinic experience. Students must successfully complete the Core and Protégé Curriculums as well as earn a minimum of 300 actual hours prior to attending regularly scheduled daily classes in cutting, coloring, permanent waving, spa services, and chemical texture services or performing client services on the clinic floor.

### **ADVANCED CURRICULUM**

- Clinic Classroom Learning Experience: Your clinic time from 300 to 2100 hours will be guided with individual attention and group learning experiences using mini-classes, clinic classroom worksheets, and periodic evaluations developed specifically for this monitoring progress. This is when you begin experiencing your clinic classroom education on paying clients in the clinic classroom area.
- 2 Classroom Learning Experience: Your classroom time from 300 to 2100 hours is divided into five (5) areas: cutting, coloring, texture, makeup, and nails. Each area has an instructor who conducts the different specialty classes each week. Classroom Learning Experiences may also include retail, motivation, self improvement, professional development, and attendance education which may be conducted by an instructor, non-licensed staff member or guest artist.
- **Adaptive Curriculum:** From 300 to 1050 hours you will enter a new phase of specialty classroom workshops coupled with challenging practical services designed to continue building you into a beauty industry professional.
- Creative Curriculum: You will spend your last 1050 hours at Paul Mitchell The School Lincoln in "high gear" by dressing, acting, and working like a beauty industry professional. You will use your own artistic and creative abilities, coupled with the assistance of the Learning Leaders, to prepare yourself for your future beauty industry career.

The following instructional methods are used through your education; interactive lecture, hands-on learning labs, slide show, presentations, videos, guest artist demonstrations, mini-classes, and learning centers.

### **STATE OF NEBRASKA REQUIREMENTS**

**Cosmetology:** The instructional program of Paul Mitchell The School Lincoln meets or exceeds these requirements:

Freshman Cosmetology Theory and Related Theory Class Curriculum (300 hours)	
Min. Hours	Subject
40	Permanent waving / Chemical relaxing
18	Facials (Eyebrow Arching, Body Waxing, Lash and Eyebrow Tint, Make-up and Massage)
51	Haircutting
60	Hairstyling (Pin Curl Formations, Rollers, Fingerwaving, Thermal Curling, Braiding, Combout)
23	Manicuring / Pedicuring / Artificial Nails / Massage
20	Shampoos, Conditioners and Scalp Treatments
50	Hair Coloring (Darkening, Permanent, Semi/Demi-Permanent and Lightening)
11	Nebraska Cosmetology Law / Rules and Regulations / Sanitary Measures / Safety Measures
2	Rules and Policies
5	Ethics / Grooming
15	Dispensary
5	Reception Desk
300	Total Hours in the Freshman Cosmetology Curriculum
	Advanced Cosmetology Theory Class Curriculum (300 hours)
300	Lecture theory must include but is not limited to the following: Ethics, Hygiene, Poise-Personality, Bacteriology, Sterilization, Applied Electricity, Nebraska Cosmetology Law, State Rules and Regulations, Salon Management and Safety Measures, and as defined in Neb. Rev. Stat. §71-351. Advanced theory class must include the subjects listed in advanced practice on students, clients, mannequins, or class laboratory experience below.

Min. Hours Min	Subject
30	Shampoos, Conditioners and Scalp Treatments (1-1)
310	Haircutting (1-2)
310	Hairstyling (Pin Curl Formations, Rollers, Fingerwaving, Thermal Curling, Braiding, Combout, Wiggery) (1-2)
300	Permanent waving / Chemical relaxing (1-3)
310	Hair Coloring (Darkening, Permanent, Semi/Demi-Permanent and Lightening) (1-3)
50	Facials (Eyebrow Arching, Lash and Eyebrow Tint, Make-up and Massage) (1-2)
10	Body Waxing (1-1)
50	Manicuring / Pedicuring / Artificial Nails / Massage (1-2)
130	Salesmanship / Reception Desk / Dispensary (1-3)
1500	
1800	Total Hours in the Advanced Curriculum
	2100 hours for required for State

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

Numbers in (services-hours) is the number of hours for each practical service performed.

### **BARBERING COURSE OVERVIEW**

### **Course Hours: 2100 clock hours**

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

- Pre-clinical Classroom Instruction: The first 300 hours are devoted to classroom workshops where students learn design principles, technical information, and professional practices.
- **Clinic Classroom Learning Experience:** The remaining 1800 hours are spent in the clinic classroom area where practical experience is gained.

### **BARBERING COURSE OUTLINE**

Your time at Paul Mitchell The School Lincoln for the barbering program will be divided into six designations:

- Core Curriculum: A 230 hour orientation, known as the Core program, instills the basic fundamentals.
- Protégé Learning Experience: Your experience as a Protégé produces a smooth transition from Core student to Adaptive student. You spend 70 hours as a Protégé preparing you for the clinic experience. Students must successfully complete the Core and Protégé Curriculums as well as earn a minimum of 300 actual hours prior to attending regularly scheduled daily classes in cutting, coloring, permanent waving, spa services, and chemical texture services or performing client services on the clinic floor.
- Clinic Classroom Learning Experience: Your clinic time from 300 to 2100 hours will be guided with individual attention and group learning experiences using mini-classes, clinic classroom worksheets, and periodic evaluations developed specifically for this monitoring progress. This is when you begin experiencing your clinic classroom education on paying clients in the clinic classroom area.
- 2 Classroom Learning Experience: Your classroom time from 300 to 2100 hours is divided into five (5) areas: cutting, coloring, texture, makeup, and nails. Each area has an instructor who conducts the different specialty classes each week. Classroom Learning Experiences may also include retail, motivation, self improvement, professional development, and attendance education which may be conducted by an instructor, non-licensed staff member or guest artist.
- **Adaptive Curriculum:** From 300 to 1050 hours you will enter a new phase of specialty classroom workshops coupled with challenging practical services designed to continue building you into a beauty industry professional.
- Creative Curriculum: You will spend your last 1050 hours at Paul Mitchell The School Lincoln in "high gear" by dressing, acting, and working like a beauty industry professional. You will use your own artistic and creative abilities, coupled with the assistance of the Learning Leaders, to prepare yourself for your future beauty industry career.

The following instructional methods are used through your education; interactive lecture, hands-on learning labs, slide show, presentations, videos, guest artist demonstrations, mini-classes, and learning centers.

## **STATE OF NEBRASKA REQUIREMENTS**

**Barbering:** The instructional program of Paul Mitchell The School Lincoln meets or exceeds these requirements:

Orientation Period: Barbering Theory and Supervised Practices Curriculum (300 hours)	
300	Lecture theory must include but is not limited to the following: Laws and rules and regulations for barbering, History of barbering, Barber equipment and product knowledge, it uses and safety precautions, Sanitation, sterilization, hygiene, and first aid, Haircutting, long and tapered styles, haircutting techniques and braiding, Shaving, honing, and stropping, Scalp care, treatments, and shampooing, Facials, massages, and packs, Coloring, bleaching and rinsing, Chemical waving and relaxing, Natural and artificial nail care, and waxing

	Minimum Number of Required Services	
Min. Number of Services	SUBJECT	
75	Haircut, Taper	
75	Haircut, Long Style	
75	Shampoo	
10	Shave	
10	Beard Trim	
24	Facial	
24	Chemical Waving	
90/10	Perm Rod Rolling and Braiding (Mannequin)	
20	Hair Coloring	
6	Bleaching or Highlighting	

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

### STUDENT INSTRUCTOR COURSE OVERVIEW

### **Course Hours: 925 clock hours**

- The student instructor course is divided into three designations: Postgraduate Training, Psychology and Methodology, and Student Teaching.
- In the 925 hour course, the first 240 hours are Postgraduate Training, followed by 395 hours of Psychology and Methodology, and 290 hours of Student Teaching.

### STUDENT INSTRUCTOR COURSE OUTLINE

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

**Postgraduate Training:** This section is a refresher on cosmetology skills, where you will complete worksheets and take cosmetology written exams.

HOURS	SUBJECT
240	Student Instructor Orientation
5	Introduction to Faculty/Staff/Student Body
5	PMTS Training Program Schedule
50	Regulations/School Policies
5	Sanitation Regulations
175	Teaching Techniques and Educational Tools/Student and Instructor Relations/Counseling

**Psychology and Methodology:** These classes focus on the theory of teaching using *Milady's Master Education* textbook, including weekly tests.

HOURS	SUBJECT
240	Preparation of a Cosmetology Program
40	Introduction to Faculty/Staff/Student Body
100	PMTS Training Program Schedule
100	Regulations/School Policies
155	Administrative Techniques
50	Office Management
50	Office Records
50	Salon Management Operations

**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.

HOURS	SUBJECT
50	Basic Evaluation Techniques
	Written
	Oral
	Observation
240	Theory and Clinical Techniques
80	Classroom Observation
80	Clinical Observation
80	Clinical Activities

### COSMETOLOGY PROGRAM TESTING AND GRADING PROCEDURE

The following tests and grading procedures are incorporated during the student's 2100 hour course:

- **Weekly theory exams:** Students must receive a grade of 75% or higher on each weekly theory exam.
- **230 hour orientation practical skills evaluation test:** Students must receive a grade of 75% or higher. If a student fails to pass this evaluation test on their second attempt, they may be asked to withdraw and re-enroll in the next Core class start date.
- **Final exam 1 (approximately 1050 hour written test):** This test covers an overview of all related cosmetology subjects (e.g., anatomy, chemistry, etc.). Students must receive a grade of 75% or higher on all final exams.
- **Final exam 2 (approximately 1900 hour written test):** The written exam covers an overview of all theory instruction, Nebraska state law, and other items covered on the state cosmetology exam. Students must receive a grade of 75% or higher on all final exams.
- **9 Practical clinic classroom worksheets:** Students must complete all assigned practical clinic classroom worksheets.

### BARBERING PROGRAM TESTING AND GRADING PROCEDURE

The following tests and grading procedures are incorporated during the student's 2100 hour course:

- **Weekly theory exams:** Students must receive a grade of 75% or higher on each weekly theory exam.
- 230 hour orientation practical skills evaluation test: Students must receive a grade of 75% or higher. If a student fails to pass this evaluation test on their second attempt, they may be asked to withdraw and re-enroll in the next Core class start date.
- **Final exam 1 (approximately 1050 hour written test):** This test covers an overview of all related barbering subjects (e.g., anatomy, chemistry, etc.). Students must receive a grade of 75% or higher on all final exams.
- **Final exam 2 (approximately 1900 hour written test):** The written exam covers an overview of all theory instruction, Nebraska state law, and other items covered on the state cosmetology exam. Students must receive a grade of 75% or higher on all final exams.
- **9 Practical clinic classroom worksheets:** Students must complete all assigned practical clinic classroom worksheets.

### STUDENT INSTRUCTOR PROGRAM TESTING AND GRADING PROCEDURE

The following tests and grading procedures are incorporated during the student's 925 hour course:

- **Weekly theory exams:** Students must receive a grade of 75% or higher on each weekly theory exam.
- **Final exam:** Students must receive a grade of 85% or higher on each final exam; final exams cover a complete overview of Milady's Master Educator Student Course Book.
- **Practical exam:** Students must receive a grade of 85% or higher on the practical exam which covers the practical application of cosmetology procedures.

### **MEASURABLE PERFORMANCE OBJECTIVES**

- Complete the required number of clock hours of training.
- Achieve and receive passing grades on all practical graduation requirements and projects, including practical and theoretical examinations.
- **3** Must pass final written and practical exams.
- Upon completion, receive a graduation certificate.
- 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:

- Protect clients' clothing by appropriately draping them.
- 2 Ask clients to remove any jewelry, hair accessories, glasses, etc.
- Keep any and all chemicals away from the eyes. In case of eye contact with chemicals, thoroughly rinse eyes with cold water.
- Wear gloves when dealing with chemicals.
- 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:

- 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.
- Make a strong commitment to your education.
- **9** 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

- Housing: Paul Mitchell The School Lincoln keeps a file of information about housing in the surrounding areas.
- **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 Lincoln 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**

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

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

The School will not release an official transcript until all graduation requirements are met.

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

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

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

### **GRADUATION, PLACEMENT, AND JOB OPPORTUNITIES**

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

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

### **STUDENT KIT – Cosmetology**

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

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

BRUSHES	ACCESSORIES	STUDENT EDUCATION MATERIALS
1 Large Round Boar Brush	10 Skinny Clips	1 Cutting System DVD
1 Large Round Thermal Brush	1 Chemical Cape	1 Cutting Book
1 Medium Round Boar Brush	1 Cutting Cape	1 Men's Cutting System DVD
1 Medium Round Thermal Brush	1 Paul Mitchell Aluminum Spray Bottle	1 Color System DVD
1 Paul Mitchell 407 Styling Brush	1 Black Handheld Mirror	1 The Coloring Book
1 Paul Mitchell 413 Sculpting Brush	1 Cutting Apron	1 The Skill Cards
1 Paul Mitchell 427 Paddle Brush	1 Paul Mitchell Black Carry Bag	1 Paul Mitchell Product Guide Workbook
2 Paul Mitchell Color Tint Brushes	12 Black and White Butterfly Clips	1 Connecting to My Future Book
1 Small Round Boar Brush	1 Metal Paul Mitchell Case with Logo	1 Be Nice (Or Else!) Book
1 X-Large Round Thermal Brush	1 Paul Mitchell Professional Manicure Kit	1 Multiple Intelligence (MI) Letter
1 Scalp Brush		1 Service Experience Menu
	TOOLS	1 Plugged In Apron and membership
COMBS	1 Classic Razor	(while enrolled)
1 Paul Mitchell 424 Teal Comb	1 Paul Mitchell Tripod	1 Master Audio Club subscription (while enrolled)
1 Paul Mitchell 416 Red Comb	1 Paul Mitchell 1.25 Smoothing Iron	· ·
1 Metal Pick Teasing Comb	1 Paul Mitchell 6" Scissor/Thinner with Case	1 The Color Paper Swatch Chart
1 Metal Rat Tail Comb	2 Mannequin Heads	1 PM Shines Paper Swatch Chart 1 Blonding Brochure
1 Paul Mitchell Detangler Comb	1 Paul Mitchell Clipper/Trimmer	1 Shines XG Paper Swatch Chart
1 Rat Tail Comb	1 Paul Mitchell Turbolight v.2 Ionic	1 Black messenger bag
12 Standard Cutting Combs	Blow Dryer	i black messenger bag
1 Taper Comb	15.5" Mannequin Scissors	
1 Paul Mitchell 408 Black Comb	1 Paul Mitchell 3/4 Marcel Curling Iron	

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

<b>TEXTBOOKS</b> 1 <i>Milady's Standard Cosmetology</i> 2012 /Textbook (hardcover) ISBN-13: 9781439059302, \$114.95 1 <i>Milady's Standard Cosmetology 2012 Theory Workbook</i> ; ISBN-13: 9781439059234-4, \$49.95	1 Milady's Standard Cosmetology 2012, Exam Review ISBN-13: 9781439058992, \$35.95 1 Milady's Standard Cosmetology 2012, Practical Workbook ISBN-13: 9781439059227, \$49.95
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### **STUDENT KIT** — Barbering

COMPC

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 barbering kit:

ACCESSORIES

COWR2	ACCESSORIES	STUDENT EDUCATION MATERIALS
1 Paul Mitchell Black Metal Tail, 429	1 Paul Mitchell Metal Clips (pack 10)	1 Men's Cutting System DVD
1 Paul Mitchell Black Rat Tail, 814	1 Paul Mitchell Water Bottle	1 The Coloring Book
1 Paul Mitchell Clipper Comb, 318	1 Paul Mitchell Rolling Metal Case	1 The Skill Cards
1 Paul Mitchell Taper Comb, 818	1 Paul Mitchell Bamboo Barber Brush	1 Paul Mitchell Product Guide Workbook
1 Paul Mitchell Red Cutting Comb, 416		1 Connecting to My Future Book
1 Paul Mitchell Teal Carving, 424	TOOLS	1 Be Nice (Or Else!) Book
1 Paul Mitchell White Comb, 408	1 Andis Clipper & Trimmer	1 Plugged In membership
1 Paul Mitchell Detangler Comb	(set packed into bag)	(while enrolled)
1 Paul Mitchell Metal Pick Teasing Comb, 109	1 Mannequin Head	1 Master Audio Club subscription
	1 Male Mannequin with Beard	(while enrolled)
BRUSHES	1 Express Ion Dry +(Plus) North America 125V	1 The Color Paper Swatch Chart
1 Paul Mitchell Paddle Plastic 427	1 Paul Mitchell Barber Razor	1 PM Shines Paper Swatch Chart
1 Paul Mitchell Scalp Brush	1 Paul Mitchell Scissor Case	1 Shines XG Paper Swatch Chart
1 Paul Mitchell Sculpting Plastic 413		1 The Color XG Paper Swatch Chart
1 Paul Mitchell Styling Plastic 407	1 Paul Mitchell 6.0" Scissors (R/L) 1 Paul Mitchell 5.5" Scissors (R/L)	1 The Cutting System Book
1 Paul Mitchell Express Ion Round -Large	1 Paul Mitchell 6.0" Texturizer (R/L)	
1 Paul Mitchell Express Ion Round - Small		
	1 Paul Mitchell Tripod 1 Paul Mitchell Classic Razor	
CAPES		
1 Paul Mitchell All Purpose Cape	1 Paul Mitchell Express Ion Smooth	
1 Paul Mitchell Cutting Cape	MICCELLANICOLIC	
	MISCELLANEOUS	
	1 Manicure Set	

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

The items listed above are only available in a Paul Mitchell kit and cannot be purchased separately.

### **TEXTBOOKS**

1 *Milady's Standard Professional Barbering, 5th Edition* CourseMate, ISBN-13: 9781285175188, \$174.95 1 *Milady's Standard Professional Barbering, 5th Edition* Textbook, ISBN-13: 9781435497153 (Hardcover), \$129.95

### STUDENT KIT - Student Instructor

Students are responsible to purchase:

### **TEXTBOOKS**

1 Milady's Master Educator Student Course Book, 3rd Edition, ISBN-13: 9781133693697, \$170.50 1 Milady's Master Educator Exam Review, 3rd Edition, ISBN-13: 9781133776598, \$54.50

CTUDENT EDUCATION MATERIALS

### FEDERAL RETURN OF TITLE IV FUNDS POLICY

The school participates in federal financial aid. The 925 hour student instructor program is not eligible for Title IV funds. Please refer to the following refund policy for specific consumer information pursuant to the federal financial aid program.

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

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

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

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

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

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

The amount to be returned is calculated by subtracting the amount of Title IV assistance earned from the amount of Title IV aid that was or could have been disbursed as of the withdrawal date.

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

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

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

- Unsubsidized Direct Loan
- Subsidized Direct Loan
- 3 Direct PLUS Loan (Parent)
- 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:

- Repays the overpayment in full to the school;
- 2 Enters into a repayment agreement with the school in accordance with repayment arrangements satisfactory to the school; or
- 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:

- The student chooses to enter into a repayment agreement with the Department.
- 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:	John Doe			Social Security #:	123-4	5-6789
	Date of sch	nool's determination	n that s	student withdrew:	1/6	6/11
Period use	ed for calculation (ch	eck one):	1st	Payment Period	Period of Enrollmer	nt
Wh	And the contract of the contra			pents (rounded to the n al places. (for example,		<b>%)</b>
STEP 1: Students Title	IV Aid Information					
Title IV Grant Programs  1. Pell Grant  2. Academic Competitiv  3. National SMART Gra  4. FSEOG  5. TEACH Grant	eness Grant	Amount Disbursed 2,775.00	C.	Amount that Could Have Been Disbursed	, + I = I	Total Title IV Aid Disbursed for the Period  A. 2,775.00  B. 6,727.00  F. Total Title IV grant aid disbursed and that could have been
Title IV Loan Programs: 6. Unsubsidized FDLP / F. 7. Subsidized FDLP / F. 8. Perkins Loan 9. PLUS FDLP / FFELP 10. PLUS FDLP / FFELP	FFELP FELP (Grad Student) (Parent)	(sub-total)  Net Amount Disbursed 2,985.00 1,742.00	D.	(sub-total)  Net Amount that Could Have Been Disbursed  0.00 (sub-total)	+ (	disbursed for the period  A. 2,775.00  C. 0.00  2,775.00  3. Total Title IV aid disbursed and aid that could have been disbursed for the period  A. 2,775.00  3. 6,727.00  3. 6,727.00  5. 9,502.00
H. Determine the perce Divide the clock hours as of the last day of a clock hours in the per	entage of the period of second second in the period of the	completed:	<ul> <li>▶</li> <li>▶</li> <li>J.</li> </ul>	If the amount in Box I Box E, go to Post-with If the amount in Box I Box E, go to Title IV a If the amounts in Box No further action is no Post-withdrawal disi	I is greater than the a hdrawal disbursemer I is less than the amo aid to be returned (Ite I and Box E are equ ecessary. bursement	mount in nt (Item J). nunt in nm K). al, STOP.
Box H and proceed to  If this percentage is le that percentage in Bo and proceed to Step 3  STEP 3: Amount of Title Multiply the percentage of	ess than or equal to 60 x H  3. H  BU Ald Earned by the Title IV aid earned (B	9%, enter  100.0%  Student  ox H) by the	ĸ.	From the amount of T subtract the Total Title This is the amount of Box I  Title IV aid to be return the Total Title IV subtract the Amount of Box I	e IV aid disbursed fo the post-withdrawal 9,502.00 Box E	r the period (Box E). disbursement.  = 0.00 Box J  se period (Box E)
Total Title IV aid disburse disbursed for the period (I		9,502.00		(Box I). This is the ar	<b>,</b>	that must be returned.

### STEP 5: Amount of Unearned Title IV Aid Due from STEP 8: Repayment of the Student's loans the School 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 L. Instutional Tuition 4,500.00 Title IV loans the student is still responsible for repaying (Box R). Charges for Room the Period. Board These outstanding loans consist either of loan funds that student Other has earned, or unearned loan funds that the school is not Other responsible for repaying, or both; and they are repaid to the loan Other holders according to the terms of the borrower's promissory note. Total Instutitonal Charges 6,727.00 0.00 6.727.00 (Add all the charges together) 4,500.00 Box B Box P Box R If Box Q is less than or equal to Box R, STOP. M. Percentage of unearned Title IV aid The only action a school must take is to notify the holders 100.0% 100.0% 0.0% of the loans of the student's withdrawal date Box H Box M If Box Q is greater than Box R, Proceed to Step 9. N. Amount of unearned charges Multiply institutional charges for the period (Box L) by the STEP 9: Grant Funds to be Returned Percentage of unearned Title IV aid (Box M) S. Initial amount of Title IV grants for student to return 4,500.00 0.0% 0.00 From the initial amount of unearned Title IV aid due from the Box L Box M Box N student (Box Q) subtract the amount of loans to be repaid O. Amount ofor school to return by the student (Box R) 6,727.00 Compare the amount of Title IV aid to be returned (Box K) 0.00 0.00 to Amount of unearned charges (Box N), and enter the Box S Amount of Title IV grant protection lesser amount. T. Multiply the total of Title IV grant aid that was disbursed 0.00 and that could have been disbursed for the period (Box F) STEP 6: Return of Funds by the School by 50%. The school must return the unearned aid for which the school 2,775.00 0.00 is responsible (Box O) by repaying funds to the following Box F Boy T sources, in order, up to the total net amount disbursed for Title IV grant each source. From the initial amount of unearned Title IV aid due from the Amount for School student (Box S) subtract the amount of loans to be repaid Title IV Programs to Return by the student (Box T 1. Unsubsidized FDLP / FFELP 0.00 0.00 0.00 0.00 2. Subsidized FDLP / FFELP 0.00 Box S Box T Box U 3. Perkins Loan 0.00 If Box U is less than or equal to zero, STOP 4. PLUS FDLP / FFELP (Grad Student) 0.00 If not, go to step 10. 5. PLUS FDLP / FFELP (Parent) 0.00 Total loans the school must return = Р 0.00 STEP 10: Return of Grants Funds by the Student Except as noted below, the student must return the unearned Pell Grant 0.00 grant funds for which he/she is responsible (Box U). The grant Academic Competitiveness Grant 0.00 funds returned by the student are applied to the following sources 8. National SMART Grant 0.00 in the order indicated, up to the total amount disbursed from that 9 FSFOG 0.00 grant program minus any grant funds that school is responsible 10. TEACH Grant 0.00 for returning to that program in Step 6. STEP 7: Initial Amount of Unearned Title IV Aid Due Note that the student is not responsible for returning from the Student funds to any program to which the student owes \$50.00 From the amount of Title IV aid to be returned (Box K) subtract or less. the Amount for the school to return (Box Q). Title IV Grant Programs: Amount to Return 0.00 0.00 0.00 1. Pell Grant 0.00

Box K

Box O

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

Box Q

4.

FSEOG TEACH Grant

Academic Competitiveness Grant National SMART Grant

### INSTITUTIONAL REFUND/DROP POLICY

- 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 in writing, within three (3) days of signing the enrollment contract. In this case all monies collected by the school shall be refunded except a non-refundable application fee. This policy applies regardless of whether or not the student has actually started training.
  - c. A student who cancels his/her contract after three (3) days of signing the contract but prior to entering classes is entitled to a refund of all monies paid to the school less a non-refundable application fee of \$50.00 and the non-refundable student examination fee of \$100.00 for barbering students.
  - d. A student notifies the institution of his/her official withdrawal in writing.
  - e. A student is expelled by the institution.
  - f. For official cancellations as defined in paragraphs b, c, d, or e, the cancellation date will be determined by the postmark on written notification, or the date said information is delivered to the school administrator/owner in person.
  - g. Monies paid for student kit is non-refundable unless the student cancels within 3 (three) business days of signing the enrollment contract or the student cancels prior to entering class.
- 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.
- 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.
- 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.
- 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.
- 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.
- For students who terminate prior to completion, an administration fee in the amount of \$100.00 will be assessed.
- A student's account may be sent to collections for nonpayment.
- 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.
- A student' on a leave of absence date of withdrawal determination shall be the earlier of the scheduled date of return from the leave of absence or the date the student notifies the school that the student will not be returning.

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

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

### STUDENT FINANCIAL AID RELEASE

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

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

### 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:

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

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

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

### PREFERRED LENDER LIST AND PRIVATE EDUCATION LOAN DISCLOSURES

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

### POLICY FOR VERIFICATION OF TITLE IV FUNDING

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

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

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

### **CREDIT BALANCE POLICY**

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

### **MAKEUP HOURS**

Students may make up missed hours by working at school approved events outside the normal school hours. These events include but are not limited to Saturday clinic, Fashion Shows, Cut-A-Thons, etc. A Learning Leader must be present in order for the Future Professional to receive hours. Students must complete a Future Professional Make-Up Request Form indicating the date, time, activity completed, and the name of the Learning Leader who supervised the make-up time.

### **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 available. Please speak with a Learning Leader.

### SATISFACTORY ACADEMIC PROGRESS POLICY

Students enrolled in programs approved by NACCAS must meet formal standards that measure their satisfactory progress toward graduation. The Satisfactory Academic Progress Policy is provided to all students prior to enrollment. The policy is consistently applied to all applicable students. *Evaluations are maintained in the student file*. The school will develop an academic and/or attendance plan to address the specific needs of those students who fail to meet the academic and/or attendance requirements at specific SAP evaluation points. A leave of absence will extend the student's contract period and maximum time frame by the same number of days taken in the leave of absence.

### **QUANTITATIVE AND QUALITATIVE FACTORS**

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

- **1** A minimum cumulative Theory grade level of 75% or higher.
- A minimum cumulative academic level of 75% or higher on practical worksheet completion.\*
- To determine whether a student meets the academic requirements for Satisfactory progress, theory and practical grades are averaged together to give a cumulative academic grade of 75% or higher.
- 4 A minimum cumulative attendance of 80% of their scheduled hours\*\*

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

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

A student who has not achieved the minimum cumulative GPA of 75% and/or who has not successfully completed at least a cumulative rate of attendance of 80% is not eligible for Title IV assistance, if applicable, unless the student is on warning or has prevailed upon appeal of the determination that has resulted in status of probation.

### **COMPLETION OF COURSE WITHIN DESIGNATED PERIOD OF TIME**

Full-time day students attend five (5) days (Monday through Friday), eight (8) hours per day, 40 hours per week, from 8:30 AM to 5:00 PM. Full-time 3 day students attend three (3) days (Tuesday through Thursday), ten (10) hours per day, 30 hours per week, from 9:30 AM to 8:00 PM.

The state of Nebraska requires 2100 clock hours for the cosmetology course. Students are expected to complete the course in no more than 125% of the program length. If a student is never absent, he/she should complete the course within 53 weeks for a full-time student and 70 weeks for a full-time 3 day student.

The state of Nebraska requires 2100 clock hours for the barbering course. Students are expected to complete the course in no more than 125% of the program length. If a student is never absent, he/she should complete the course within 53 weeks for a full-time student.

The state of Nebraska requires 925 clock hours for the student instructor course. Students are expected to complete the course in no more than 125% of the program length. If a student is never absent, he/she should complete the course within 23 weeks for a full-time student.

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

### **MAXIMUM TIME FRAME**

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

COURSE	LENGTH	MAXIMUM TIME FRAME
Cosmetology – Full Time	53 Weeks	66 Weeks
Cosmetology - 3 Day	70 Weeks	88 Weeks
Barbering - Full Time	53 Weeks	66 Weeks
Student Instructor - Full Time	23 Weeks	29 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 withdraw

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

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

### **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:

- Complete and sign the school's Leave of Absence Request Form in advance, unless unforeseen circumstances prevent the student from doing so.
- Must state the reason for the Leave of Absence (LOA) request
- Be approved by the Financial Aid Office and Future Professional Advisor
- Leaves must be a minimum of 14 days and a maximum of 60 days and must not exceed a total of 180 days in a 12-month period.

A student on a leave of absence date of withdrawal determination shall be the earlier of the scheduled date of return from the leave of absence or the date the student notifies the school that the student will not be returning. A leave of absence will extend the student's contract period and maximum time frame by the same number of days taken in the leave of absence.

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.

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

In special circumstances, the school may grant a leave of absence to a student in the case of an emergency, such as a car accident or other medical issue that would prevent the student from requesting the leave of absence prior to the incident occurring. In these cases, the school will document the reason for the granting of the leave after the incident has occurred. The beginning date of the leave of absence will be based on the first date it has been determined that the student cannot come to class due to the accident or medical situation.

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

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

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

### NONCREDIT, REMEDIAL COURSE, AND REPETITIONS

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

### **EVALUATION PROCEDURES AND REQUIRED LEVEL OF ACHIEVEMENT**

Formal Satisfactory Progress Evaluations in both attendance and academics will occur when cosmetology and barbering students reach 525, 1050, and 1575 *actual hours* and when student instructors reach 462.5 *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:

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

The following grading scale is used for theory progress:

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

\*The school uses a 1050-hour academic year for Title IV purposes.

### TRANSFER HOURS

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

### **WARNING**

Students failing to meet minimum requirements for attendance and/or academic progress will be placed on 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 Warning period, students are eligible, if applicable, to receive financial aid funds. If at the end of the warning period, the student has still not met both academic and/or attendance requirements, he/she may be placed on probation and, if applicable, the student may be deemed ineligible to receive Title IV funds.

### **PROBATION**

Students who fail to meet the minimum requirements for attendance and academic progress after the Warning period, the student will be placed on probation only if the student prevails upon appeal of a negative progress determination prior to being placed on probation. The following conditions must be met prior to placing a student on probation:

- The institution evaluates the student's progress and determines that the student did not make satisfactory academic progress during the warning or previous evaluation period; and
- The student prevails upon appeal of a negative progress determination prior to being placed on probation; and
- The institution determines that satisfactory academic progress standards can be met by the end of the subsequent 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 time frame 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.

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

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

### **APPEAL PROCEDURE**

A student may appeal the ineligible decision if he/she has a reason for not making satisfactory progress and if he/she can document that the circumstances that caused the unsatisfactory academic progress determination have in some way changed and that satisfactory academic progress standard can be met by the end of the next evaluation period. A student has five (5) calendar days from the date of notification that they are not meeting the second consecutive satisfactory progress determination to appeal the unsatisfactory academic progress determination. The student must submit a written appeal to the school's financial aid office on the designated schools Appeal Form describing why they failed to meet satisfactory academic progress standards, along with supporting documentation of the reasons why the determination should be reversed. This information should include what has changed about the student's situation that will allow them to achieve satisfactory academic progress by the next evaluation point.

The reasons for which a student may appeal a negative progress determination include death of a relative, an injury or illness of the student, a student's disability, or any other allowable special or mitigating circumstances.

The Appeal documents will be reviewed and a decision will be made and reported to the student within 30 calendar days. The appeal and decision documents will be retained in the student's file. If the student prevails upon appeal, the satisfactory academic progress determination will be reversed and federal financial aid will be reinstated, if applicable.

If the appeal is granted the student will be placed on Financial Aid Probation for one evaluation period. If the student has not met academic and/or attendance requirements for two (2) consecutive evaluation periods, for example 450 to 900 actual hours evaluations; and does not prevail on appeal, the student will be determined as not making satisfactory progress and may be terminated.

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

## **TERMINATION APPEAL PROCEDURE**

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

An appeal hearing will take place within 15 business days of receipt of the written appeal. This hearing will be attended by the student, 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:

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

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

#### **General Release of Information**

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

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

#### **FERPA Disclosures to Parents**

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

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

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

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

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

## **Release of Information to Regulatory Agencies**

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

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

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

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

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

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

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

### **Disclosures for Other Reasons**

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

# **Directory Information**

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

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

Graduation	Placement	Licensure
83.33%	84%	95.83%

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:

- The graduate is deceased <u>0</u>
- The graduate is permanently disabled 0
- 3 The graduate is deployed for military service/duty 0
- The graduate studied under a student visa and is ineligible for employment in the U.S. <u>0</u>
- 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) <u>0</u>

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

Placement rate	On-time graduation rate	Median Loan Debt
84%	N/A	2013–2014 N/A 2014–2015 N/A
		2014–2013 N/A 2015–2016 N/A

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

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

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

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

Graduation	
N/A	

### STUDENT PROFESSIONAL DEVELOPMENT GUIDELINES

All students must commit to and follow the Student Professional Development Guidelines during their enrollment at Paul Mitchell The School Lincoln. These guidelines were established to assist in creating a safe, focused, and enjoyable learning experience.

## **Attendance and Documentation of Time**

- The school records attendance in clock hours and gives appropriate attendance credit for all hours attended. The school does not add or deduct attendance hours as a penalty. Attendance is calculated using a computerized time clock and does not round hours. In order to ensure proper clock hours are credited, full-time students are required to clock in/out 4 times a day: when they arrive to school, when they leave for lunch, when they return from lunch, and when they leave at the end of the day. If a student fails to clock in or out for their schedule on the student time clock, the student may 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.
- The school is open from 8:30 AM to 5:00 PM for full time students and 8:30 AM to 7:00 PM (Tuesday through Thursday) for full time 3 day students.
- 3 All courses require continuous attendance. An excused absence is defined as an absence pre-scheduled or called in by the prescribed time. An unexcused absence is any absence not covered under excused absence and may result in a coaching session.
- The prescribed attendance schedule must be maintained each week.
- Students must be on time, as tardiness inhibits the learning process. Students who are late for theory class may not enter the classroom and will not receive theory credit. They may "clock in" and will be assigned special projects or assignments pertaining to their course of study. Students who are late for a specialty class or a guest artist class may attend the class, but must be accompanied into the classroom by an instructor. Students are never excused from mandatory theory class to work on the clinic floor.
- Ouring the contracted enrollment period, applicant student must maintain a 90% attendance average each month in order to complete the program by the contracted end date. The student is allowed to miss 10% of his or her scheduled hours before having to pay extra instructional charges. The student may use the 10% excused absences for vacation, doctor appointments, illness, etc.; however, the student may not be out of school 14 consecutive calendar days or he or she may be terminated. If the student must attend additional program hours beyond his or her contracted end date due to not meeting a 90% attendance average or to complete academic graduation requirements, the student will be charged an additional \$10.00 for each hour scheduled to complete after the contracted end date is reached.
  - \*\*Refer to the school enrollment contract for the Enrollment Contract Period definition.

    Please note that if a student misses more than 14 consecutive calendar days, the student may be terminated from the program.
- Students who are late or cannot attend school must contact the school by 7:30 AM.
- Students must request time off from school from the Future Professional Advisor.
- Students are required to be in attendance a minimum of eight (8) hours per day, 40 hours per week for the full-time schedule and ten (10) hours per day, 30 hours per week for the 3 day schedule. Holidays such as Thanksgiving, Christmas, and New Year's Day will be set according to the calendar each year. There may be opportunities for students to make up missed hours, refer to the make up hours policy for specific details. Hours missed will count against hours allowed to miss and overtime charge will occur.

- Lunches and breaks are scheduled for all students. Students will take 30 minutes for lunch between 12:00 noon and 1:30 PM, if possible, according to their appointments or schedules. Students should communicate with their instructor if they have not had lunch by 1:30 PM.
- Documentation of time: Students may not leave the school premises during regular hours without an instructor's permission.

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

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

- a. Students who leave school premises (other than scheduled lunch) 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. Day students lunch will automatically be deducted each day for 30 minutes every day.
- ② Students may not clock in or out for another student.
- Students attend Core the first 6 weeks (230 clock hours) of enrollment. During this time the student must maintain a monthly attendance of 90%. If at the conclusion of the month, the student's progress report is not 90% attendance, the student may be dropped from the program and asked to re-enroll in the next class start date.

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

- Core and Protege' (Freshman) students must wear all black.
- **2** Adaptive and Creative students must wear black or white in any combination.
- 4 Minimal print in clothing is acceptable only if it is a black and white print.
- Clothing must be professional, clean, and free of stains and tears.
- **5** Shoes must be black, professional, and comfortable for all students.
- Hair must be clean and styled prior to arriving at school. **Ponytails are not accepted.**
- Cosmetics must be applied prior to arriving at school, using trend-appropriate makeup techniques.
- Name tags are required. Replacement name tags are \$7.00 each.
- The following is a list of <u>unacceptable</u> dress:
  - a. Tennis shoes, gym shoes, flip flops, Crocs, Uggs or Ugg type shoes, beach sandals, slippers, skater shoes, or open-toed shoes
  - b. Tank or sleeveless tops
  - c. Sweatpants, yoga pants, work-out shorts or pants
  - d. 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
  - e. Short skirts and shorts; that fall 4" above the knee
  - f. Hats, visors, bandanas, caps, or beanies
  - g. Spandex or leggings unless covered by shorts, shirt or a tunic
  - h. Hooded sweatshirts, jackets
- Students who fail to comply with the professional dress code may be asked to leave and return with appropriate attire.

Barbering Professional Image: All Barber Future Professionals (and Learning Leaders) must adhere to the following dress code:

- Must wear all black, to include a button down shirt
- 2 Straight tie or bow tie in black, gray, yellow, or red only
- Accessories may include belt, arm-garter, suspenders, socks, or shoes that must be black, gray, yellow, or red only
- **4** Barber smocks are optional, in black only
- **5** Fedoras, flat, or ascot caps may be worn
- **6** The following is a list of unacceptable dress:
  - a. Tennis shoes, gym shoes, flip flops, Crocs, Uggs or Ugg type shoes, beach sandals, slippers, skater shoes, or open-toed shoes
  - b. Tank or sleeveless tops
  - c. Sweatpants, yoga pants, work-out shorts or pants
  - d. 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
  - e. Short skirts and shorts; that fall 4" above the knee
  - f. Hats, visors, bandanas, caps, or beanies except those allowed under #5
  - g. Spandex or leggings unless covered by shorts, shirt or a tunic
  - h. Hooded sweatshirts, jackets
- Students who fail to comply with the professional dress code may be asked to leave and return with appropriate attire.

### **Sanitation and Personal Services**

- Future Professionals must keep workstations and classroom areas clean, sanitary, and clutter-free at all times.
- 2 Future Professionals must clean their stations in the clinic classroom, including the floor, after each service.
- Hair must be swept up immediately after a service is completed, before blow-drying.
- Clinic stations must be cleaned at the end of the day, prior to clocking out for the day.
- Future Professionals may receive services on Tuesday through Thursday. To receive a service, students must do the following prior to starting the service:
  - a. Notify a Learning Leader.
  - b. Be scheduled off the service books by a Learning Leader.
  - c. Pay for service supplies including perms, color, lightener, rinses, conditioning, treatments, manicures, nails, etc.
  - d. Personal services are considered rewards and scheduled for Future Professionals who are up to date with all practicals, exams, and clinic practical worksheets. School assignments and successful learning are the priority.

<sup>\*</sup> Female barbers are required to wear the above dress code, which can include a skirt or dress. Tights or leggings MUST be worn with skirts or dresses that fall above the knee.

### **Communication Guidelines and Professional Conduct**

- Visitors are allowed in the service reception area only. Visitors are not allowed in the classrooms, student lounge, or clinic classroom area.
- Only emergency calls are permitted on the business phone. Students may use the student phones for a limited time. Please keep your calls to three (3) minutes or less.
- 3 Cell phones are permitted in assigned areas of the school.
- Future Professionals may not visit with another Future Professional who is servicing a service guest.
- Future Professionals may not gather around the service desk, service reception area, or offices.
- **6** Food, drinks, and water bottles are allowed only in the lunchroom.
- The school is a smoke-free campus.
- Stealing or taking school property or another's personal property is unacceptable and grounds for termination.
- School administration has the right to access and inspect a Future Professionals locker at any time, refer to the locker policy.

# **Search Policy**

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

# **Late Payments**

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

### **LEARNING PARTICIPATION GUIDELINES**

- Peer teaching and tutoring are encouraged. Taking credit for another's work or cheating during exams is unacceptable and is grounds for termination.
- Future Professionals will be expected to maintain an average of 75% on all theory tests and assignments.
- Future Professionals may not be released from required theory class to take a client.
- Only service desk personnel may schedule or change client service appointments.
- **6** All services must be checked and the service ticket initialed by a Learning Leader.
- Future Professionals are expected to be continuously working on school-related projects, assignments, clinic practical worksheets, reading theory, or test preparation during school hours.
- Future Professionals will receive clock hours during the times they fully participate in their learning experience.
- When Future Professionals are not scheduled with service appointments or are not scheduled to attend theory or a specialty class, they may focus on the following:
  - a. Completion of clinic practical worksheets
  - b. Completion of theory review worksheets
  - c. Performing a service on another Future Professional
  - d. Listening to or reading school resource center materials, including educational videos, audiotapes, and books
- Future Professionals must comply with school personnel and Learning Leader's assignments and requests as required by the curriculum and Future Professional guidelines and rules.
- Future Professionals may not perform hair, skin, barber or nail services outside of school unless authorized to do so by school administration. Conducting unauthorized hair, skin, barber or nail services outside of school will be reported to the state board and may result in your inability to receive a professional license.
- Future Professionals are responsible for their own kit and equipment and may use a clinic station drawer only while working at that clinic station. All kit, equipment, tools, and personal items must be secured in the Future Professionals assigned locker. The school is not responsible for any lost or stolen articles.
- **10** Parking is allowed in assigned parking areas only or cars may be towed at the owner's expense.
- All clinic practical worksheets are due on the assigned day of each month by the end of the school day.
- If a Future Professional fails to complete a worksheet 100%, the Future Professional will be placed on the Back on Track list and will remain on the list until the following month.
- If a Future Professionals fails to pass the Core written and/or practical exam on their second attempt, they may be asked to withdraw from the program and re-start in the next Core class start date.
- Milady Theory Class: Future Professionals will not be allowed in theory class once the Theory Leader has closed the door and started instruction. The Future Professional will not receive theory credit if they are not in theory class attendance. If a Future Professional chooses to leave theory class for any reason he/she will not be allowed to return to theory class. If there's a transition period during theory, a Future Professional will be allowed to enter to receive credit for the remaining scheduled time in theory. The school requires a Future Professionals to complete all theory hours as part of their graduation requirements. Refer to the graduation requirements.

### **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**

- 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.
- 2 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.
- 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.
- 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.
- 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.
- 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.
- 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 the Future Professionals learning experience includes fine-tuning and mastering the skills and behaviors of a salon professional. The school team will coach all Future Professionals to correct noncompliant or innappropriate behavior.

The following actions may be inspected for noncompliance:

- Attendance and Documentation of Time Guidelines: Attendance, promptness, and documentation of work are cornerstones of successful work practices. Future Professionals may be clocked out, released for the day, or suspended when they do not comply with guidelines.
- Professional Image Standards: Professional image standards were created to provide guidance and direction to Future Professionals as they develop their professional image and persona. Future Professionals may be coached and receive an advisory when they do not meet professional image standards.
- 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. Future Professionals may be coached and receive an advisory when they do not follow sanitation and personal service procedures.
- 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 all contribute to a mutually respectful learning environment that fosters effective communication and professional conduct. Future Professionals who fail to follow communication guidelines and who do not conduct themselves in a respectful and professional manner may experience suspension or termination.
- **Second 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 Future Professionals. Future Professionals who fail to meet the guidelines and create challenges for other Future Professionals or staff may be released from school, suspended, or terminated.

### **Corrective Action Steps**

Once a future professional has received five (5) coaching sessions, the future professional may be suspended from school for five (5) days. Suspended future professionals will be required to pay the administrative re-entry fee. If a future professional receives two (2) more coaching sessions after re-admission from a five (5) day suspension, the future professional's attendance may be permanently terminated. A future professional may be terminated without prior coaching sessions for improper and/ or immoral conduct. Refer to the school Future Professional Advisory form.

When monitoring future professionals for unofficial withdrawals, the school is required to count any days that a future professional was out of school on suspension as a part of the 14 consecutive days of non-attendance used to determine whether the future professional 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 future professionals' respect of these guidelines.

### POLICIES AND PROCEDURES FOR STUDENTS WITH DISABILITIES

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

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### 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, 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 Lincoln Campus is: Stephanie Foreman; ADA Compliance Coordinator; 5601 S. 59th Street, Suite D, Lincoln, NE 68516; (402) 261-5322; <a href="mailto:stephanie@lincoln.paulmitchell.edu">stephanie@lincoln.paulmitchell.edu</a>.

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 Brent Golden; Owner; 5601 S. 59th Street, Suite D, Lincoln, NE 68516; (402) 261-5322; **brent@thesourceintl.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.

# **1** 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 Brent Golden; Owner; 5601 S. 59th Street, Suite D, Lincoln, NE 68516; (402) 261-5322; **brent@thesourceintl.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 they 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 Director. The appeal must be written and sent to Brent Golden; Owner; 5601 S. 59th Street, Suite D, Lincoln, NE 68516; (402) 261-5322; **brent@thesourceintl.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.

### STUDENT AND EMPLOYEE ANTI-HARASSMENT AND DISCRIMINATION POLICY

Paul Mitchell The School Lincoln 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 Lincoln prohibits discrimination based on sex, which includes sexual harassment and sexual violence, and Paul Mitchell The School Lincoln has jurisdiction over Title IX complaints.

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

<u>Sex Discrimination</u> 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 Lincoln provides such as:

- 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
- Subject any person to separate or different rules of behavior, sanctions, or other treatment in providing an aid, benefit, or service
- 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;
- Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

<u>Sexual Harassment</u> 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.

<u>Sexual Violence</u> 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.

<u>Domestic Violence</u> is defined as abuse committed against and 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.

<u>Dating Violence</u> 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.

<u>Sexual Assault</u> 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).

<u>Stalking</u> 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.

<u>Consent</u> 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 it 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:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's education or employment;
- 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
- 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 Lincoln 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 Lincoln 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 Lincoln Owner if the complaint involves an employee. In order to facilitate the investigation, your complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. A sex discrimination complaint should be filed within 180 days from the date of the alleged discriminatory incident. Upon receiving any report of discrimination, including harassment, regardless of the filing date or when the school receives notice, the school will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the student, and on others, if appropriate. All documentation pertaining to the complaint/grievance will be confidential. The complaint/grievance once received will be maintained in the student's and/or employee's permanent file, which has limited staff access, this includes verbal complaints.

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

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

Title IX Coordinator:	School Owner: (for complaints involving employees)
Stephanie Foreman	Brent Golden
5601 S. 59th Street, Suite D	5601 S. 59th Street, Suite D
Lincoln, NE 68516	Lincoln, NE 68516
Stephanie@lincoln.paulmitchell.edu	brent@thesourceintl.com
402-261-5322	402-261-5322

Paul Mitchell The School Lincoln 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 Lincoln's grievance procedures operate. Because complaints can also be filed with the School Owner, these employees also receive training on Paul Mitchell The School Lincoln's grievance procedures.

# **Investigation of Complaints**

In response to all complaints, Paul Mitchell The School Lincoln 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 Lincoln 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 Lincoln 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 Lincoln 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:

- Whether Paul Mitchell The School Lincoln found that the alleged conduct occurred, and whether it constituted discrimination.
- 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.
- Any other steps Paul Mitchell The School Lincoln took to eliminate the hostile environment, if Paul Mitchell The School Lincoln found one to exist, and prevent recurrence.

During the investigation, Paul Mitchell The School Lincoln 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:

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

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

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

# **Retaliation Prohibited**

Paul Mitchell The School Lincoln 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 Lincoln 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 Lincoln 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 Lincoln 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 Lincoln 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: <a href="http://www.hhs.gov/ocr/">http://www.hhs.gov/ocr/</a>.

# **U.S. Department of Education**

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

The OCR National Headquarters is located at:

U.S. Department of Education, Office for Civil Rights Lyndon Baines Johnson Department of Education Bldg 400 Maryland Avenue, SW Washington, DC 20202-1100 Telephone: (800) 421-3481

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

Email: OCR@ed.gov

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

### STUDENT CONSUMER INFORMATION

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

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

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

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

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

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

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

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

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

- Criteria making a student ELIGIBLE includes citizen or permanent non-citizen alien recipient codes 1-151, 1-551, and 1-94.
- 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.

#### ALCOHOL AND DRUG-FREE EDUCATIONAL FACILITY POLICY

The School is concerned about the use of alcohol and drugs in the educational facility. This concern is based upon the effect that those substances have on a person's judgment, performance, safety, and health.

The School prohibits the possession, use, or being under the influence of alcohol or an illegal substance on School premises or at a School activity.

This prohibition includes drugs which (a) are not legally obtainable or (b) are legally obtainable but have not been legally obtained. The prohibition also includes prescribed drugs not legally obtained and prescribed drugs not being used for the prescribed purposes.

In order to enforce this policy, the School reserves the right to search all School premises, including classrooms, administrative offices, corridors, storage rooms, and parking lots. The School also reserves the right to search all employee and student property on School premises or at School activities, including but not limited to backpacks, purses, handbags, lockers, and vehicles parked on School property. The School also reserves the right to implement other measures necessary to deter abuse of this policy. Failure or refusal to cooperate may be grounds for disciplinary action, including expulsion from the School or termination for employees.

The School also will not object to law enforcement seeking to search School premises or employees and students, and employee and student property on School property or at School activities.

### **SEXUAL HARASSMENT POLICY**

Paul Mitchell The School Lincoln 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:

- Submission to the conduct or communication is either explicitly or implicitly made a term or condition of an individual's employment, work opportunity, education, or other benefit;
- 2 Submission to or rejection of the conduct or communication is used as a factor for employment decisions or other school-related decisions affecting an individual; and/or
- 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:

- Verbal harassment or abuse of a sexual nature
- 2 Subtle pressure for sexual activity
- 1 Inappropriate or unwelcome touching, patting, or pinching of a sexual nature
- Intentional brushing against a student's or an employee's body
- Demanding sexual favors accompanied by implied or overt threats concerning an individual's employment or educational status
- Demanding sexual favors accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status
- Use of sexually or gender-degrading words or comments, verbal or written (e.g., graffiti)
- Oisplay in the school, on school grounds, or at school-sponsored events of sexually suggestive pictures
- Leering of a sexual nature
- 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 Lincoln is committed to maintaining a working and learning environment that provides for fair and equitable treatment, including freedom from bullying, harassment, intimidation, and discrimination of any kind. This policy includes anyone who engages in such behavior on school property, at school activities, or an electronic act through the use of cell phones, computers, personal communication devices, or other electronic gaming devices.

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

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

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

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

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

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

### COPYRIGHT MATERIAL POLICY FOR PAUL MITCHELL THE SCHOOL

All material in this program is, unless otherwise stated, the property of Paul Mitchell The School Lincoln. 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 Lincoln 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:

- 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.
- •Music.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.
- **Netflix.com:** For about \$7.99/month, you can set up an online list of over 20,000 movies that can be streamed directly to your computer.

### **SOCIAL NETWORKING POLICY**

Paul Mitchell School respects the rights of students to use social media during their personal time. Social media includes all forms of publicly accessible communications which include, but are not limited to, written and verbal communications (including podcast and video uploads) and all forms of electronic communication including discussion groups, forums, newsgroups, e-mail distribution, blog postings, and or social networking sites (such as Facebook, Twitter, You Tube, Instagram, Bloom, etc.) . Students are personally responsible for the content they publish on social networking sites. Students are expected to treat each other with fairness and respect, consistent with the Paul Mitchell Schools culture.

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

## **REGULATORY AND ACCREDITATION AGENCIES**

The following institutions license and regulate our institution:

State of Nebraska
Department of Health and Human Services, Regulation and Licensure
301 Centennial Mall South, Lincoln, NE 68509 • (402) 471-3121

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

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

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

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

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

### **GRIEVANCE POLICY**

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

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

If a students complaint cannot be resolved after exhausting the school's grievance procedures, the student may file a complaint with the Nebraska Department of Heath & Human Services.

### Written complaints may be submitted to:

DHHS Division of Public Health Investigations 1033 O Street, Suite 500 Lincoln NE 68508

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

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

lincoln.paulmitchell.edu/programs/helpful links.

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

Owners: CBA LLC dba Paul Mitchell the School - Lincoln

**Director:** Stephanie Foreman

Financial Aid Leader: Kelly Rendel-Wilmer

**Education Leaders:** Jill Oelke

Future Professional Advisor: Stephanie Topp

**School Faculty:** 

#### Jill Oelke

Learning Leader - Full Time

Licensed Cosmetologist, Licensed Cosmetology Instructor College of Hair Design - Cosmetology and Instructor Certificates

Cosmetology License #42082

Cosmetology Instructor License #1256

Jill received her cosmetology license in 1998 and her barbering license in 1999. She opened her salon in 2000 and decided to close it in 2012 in order to become an instructor. She received her instructor's license in 2012 and has been teaching ever since. At Paul Mitchell the School Lincoln, Jill is the Core Specialist and teaches core classes as part of the Cosmetology program.

#### Michaela Harroun

Learning Leader - Full Time

Licensed Cosmetology, Licensed Cosmetology Instructor

LaJames International College - Cosmetology Certificate

College of Hair Design - Instructor Certificate

Cosmetology License #45149

Cosmetology Instructor License #1289

Michaela received her cosmetology license in 2005 but has always known she wanted to be an instructor. After working behind the chair for 10 years, she received her instructor license in 2015. She is the Theory and Texture Specialist at Paul Mitchell the School Lincoln and teaches theory and texture classes as part of the Cosmetology Program.

# **Stephanie Topp**

Cosmetology Learning Leader - Full Time

Licensed Cosmetologist, Licensed Cosmetology Instructor

College of Hair Design - Cosmetology Certificate

Paul Mitchell the School Lincoln - Cosmetology Instructor Certificate

Cosmetology License # 50209

Cosmetology Instructor License #1310

## **Katie Butts**

Cosmetology Learning Leader - Full Time

Licensed Cosmetologist, Licensed Cosmetology Instructor

College of Hair Design - Cosmetology Certificate

Paul Mitchell the School Lincoln - Cosmetology Instructor Certificate

Cosmetology License #48194

Cosmetology Instructor License #1309