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# 2017 CATALOG

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

Stephanie Shultz

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## MISSION STATEMENT

Paul Mitchell The School Merrillville'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 Merrillville is fully equipped to meet all the demands of modern hair care, while at the same time providing a high-tech atmosphere and attitude for progressive personal development. The 5,900 square-foot facility includes a student lounge and lockers, client reception and work areas, management offices, private classrooms, workstations, and equipment.

The curb and entrance into the main doors of the school are inclined for wheelchair usage. Bathrooms are single use and are wheelchair accessible.

## ADMINISTRATION/OWNERSHIP

Excel Salon Products Inc., dba Paul Mitchell The School Merrillville, is an independently owned and operated franchisee of Paul Mitchell Advanced Education, LLC.

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

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

The curriculum involves 1500 hours to satisfy Indiana state requirements. The course includes extensive instruction and practical experience in cutting, hair coloring, perming, customer service, personal appearance and hygiene, personal motivation and development, retail skills, client record keeping, business ethics, sanitation, state laws and regulations, salon-type administration, and job interviewing.

*\*Students are prepared for entry level cosmetologist.*

### **Instructor: SOC 25-1194.00, CIP 13.1399.**

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

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

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

## PARKING AND AMENITIES

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

## **NONDISCRIMINATION**

Paul Mitchell The School Merrillville, 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 in person or by calling 219-793-9246 or by mail at 7990 Broadway, Merrillville, IN 46410, immediately so appropriate action can be taken.

## **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 Indiana Professional Licensing Agency to deny licensure. The Indiana Professional Licensing Agency denies licensure on the grounds that the applicant knowingly made a false statement of fact required to be revealed in the application for such license. Students who are not U.S. citizens or who do not have documented authority to work in the United States will not be eligible to apply to take the state licensure examination. Paul Mitchell The School Merrillville is not responsible for students denied licensure.

## ADMISSION REQUIREMENTS

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

## ADMISSION PROCEDURE

- ① **Complete an Application Form:** Complete and submit the application form to the school prior to registration. All forms may be obtained by requesting them from Paul Mitchell The School Merrillville.
- ② **Submit a Registration Fee:** Action will not be taken on admission or any student loan application until an registration fee of \$265.00 is received. Please submit the fee in the form of a check or money order, payable to Paul Mitchell The School Merrillville. This fee is not included in the cost of tuition. In extraordinary circumstances, the school may waive the application fee for students that transfer from a school that has suddenly closed without notice.
- ③ **Submit one (1) Photo:** The photo should be a recent head and shoulder shot of the applicant.
- ④ **Entrance Essay:** The essay should include the applicant's accomplishments and career goals.
- ⑤ **Personal Interview:** Applicant must complete a personal interview with the admission's Team prior to registration.
- ⑥ **Provide Verification Documents:**
  - a. **Identification (*provide only one*):**  
Copies of a passport, a government-issued identification, a driver's license, or a birth certificate are required.
  - b. **Education (*provide only one*):**  
Copies of a standard high school diploma\*, high school transcripts\*\*or official High School Equivalency scores. \* Please note that a Modified High School Diploma, a Certificate of Completion, or a Certificate of Attainment is not accepted for our Admissions requirements. They are not considered equivalent to a Standard High School Diploma. We are required to verify that your proof of education is from a valid high school or high school equivalency program. If we determine that your diploma or high school equivalency certificate is not valid, you will be denied admission to the school.
- ⑥ **Instructor:** Students enrolling in the instructor program must provide a copy of a valid and current State issued 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 Merrillville does not recruit students who are already enrolled in a similar program at another institution.

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

If the future professional is not a U.S. citizen or U.S. national, he/she must have the status of:

- a. U.S. permanent resident who has an I-151, I551, or I-551C Resident Alien Card
- OR
- b. an Arrival-Departure Record (I-94) stamped "Refugee," "Asylum Granted," "Indefinite Parole," Humanitarian Parole," "Cuban-Haitian Entrant," or "Conditional Entrant."

If the future professional only has the following proof of his/her immigration status, he/she is NOT eligible for federal student aid funds:

- ❶ Notice of Approval to Apply for Permanent Resident Card (Form I-171 or I-464);
- ❷ Temporary Resident Card (Form I-688);
- ❸ Employment Authorization Card (Form I-688A or I-688B)
- ❹ Family Unity Status (Form I-797); or
- ❺ Arrival-Departure Record (I-94) stamped with F-1, F-2, or M-1 Student Visa, B-1 or B-2 Visitor Visa, J-1 or J-2 Exchange Visitors Visa, or G, H, or L series Visas.

Future professional should direct all questions about immigration status and eligibility for federal student aid to the Financial Aid Administrator.

When the future professional completes the Free Application for Federal Student Aid (FAFSA), the Department of Education (DOE) verifies citizenship/immigration status with the Department of Homeland Security (DHS). If the future professional's status with DHS is acceptable, the Student Aid Report (SAR) will show confirmation of the eligible immigration status. If the status is not acceptable, the future professional must submit a photocopy of immigration documents to the Financial Aid Administrator and forward them to DHS in order to confirm immigration status.

Deadlines: The Financial Aid Administrator will create an award package for the future professional when the FAFSA is submitted. However, the Financial Aid Administrator may not transmit funds until the future professional submits all immigration status documents and they are approved. Additionally, if the financial aid application is selected for verification, the future professional must submit the required verification worksheet and tax forms before funds are transmitted.

The chart below indicates the specific documentation necessary for DHS immigrant status verification:

<b>ACCEPTABLE IMMIGRANT STATUS DOCUMENTATION</b>	
<b>CITIZEN NOT BORN IN THE UNITED STATES</b>	
<b>Certificate of Citizenship</b>	Must have student's name, certificate number, and the date the certificate was issued.
<b>Certificate of Naturalization</b>	Must have student's name, certificate number, Alien Registration Number, name of the court (and date) where naturalization occurred.
<b>Certification of Birth Abroad' Form FS-545, DS-1350, or FS-240 'Report of Birth Abroad'</b>	Must have embossed seal "United States of America" and "State Department"
<b>U.S. Passport</b>	A current or expired is ok
<b>NON-CITIZEN NATIONAL</b>	
<b>U.S. Passport</b>	Must have "Non-citizen National" stamp
<i>Permanent Resident</i>	
<b>"Permanent Resident Card" Form I-551 or the "Alien Registration Receipt Card," Form I-151</b>	Must not be expired at the time of confirmation
<b>Foreign Passport</b>	Must be stamped "Processed for I-551" with expiration date
<b>"Arrival Departure Record" Form I-94</b>	Must be stamped "Processed for I-551" with expiration date or "Temporary form I-551" with appropriate information filled in
<b>OTHER ELIGIBLE NON-CITIZEN</b>	
<b>"Arrival Departure Record" Form I-94</b>	Must be stamped as Refugee, Asylum status, Conditional Entrant (before April 1, 1980), Parolee, or Cuban-Haitian Entrant

### **Secondary Confirmation**

If the future professional is selected to undergo this secondary confirmation and successfully submits the required documents to the DHS and Excel Academies of Cosmetology, the institute will complete the "request" portion of the INS Document Verification Request Form, copy front and back sides of all immigration status documents, attach copies to the Form G-845, and submit Form G-845 and attachments to the INS District Office within 10 business days.

### **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.



## **REENTRY STUDENTS**

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

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

Readmission is reserved to the sole discretion of Paul Mitchell The School Merrillville and may require special conditions.

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

## **TRANSFER STUDENTS**

Paul Mitchell The School Merrillville will accept transfer hours from other schools based on an evaluation of the student's comprehension of the course material. Transfer students and persons having previous training may begin class at the school on the next scheduled class date, space permitting.

A \$265.00 fee will be required. The student may then enroll at a cost of \$10.50 an hour for each hour needed to complete the course. Transfer students are also required to wear the school uniform, name tag, and use school approved equipment/tools and textbook which may be purchase through the school.

For students transferring from another school(s) must provide transcripts indicating a cumulative 85% in attendance, theory, and practical grades. If transferring from another Paul Mitchell School, all transfer hours will be accepted, and there is no minimum requirement for hours attended at this school. The school does not accept transfer for the instructor programs.

The cost for transfer student is \$10.50 per hour to attended at Paul Mitchell The School Merrillville; this does not include the cost of a complete and current Paul Mitchell student kit.

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

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

In extraordinary circumstances, the school may allow a student to transfer in more hours or below 85% attendance 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.

## ENROLLMENT INFORMATION

- 1 **Enrollment periods:** Paul Mitchell The School Merrillville usually begins a new cosmetology and instructor classes and offers five (5) times a year depending upon space availability. Please refer to the Tuition and Registration Schedule supplement or contact Paul Mitchell The School Merrillville for exact starting dates.

Students may start enrolling for any class 6 months prior to the class start date. Enrollments will be accepted up to one week prior to the class start date, or until the class becomes full; whichever comes first. Therefore, we encourage early enrollment if you wish to begin with a specific class. A registration fee paid at the time you sign your contract will guarantee you a seat in an upcoming class.

- 2 **Holidays and school closures:** Paul Mitchell The School Merrillville allows the following holidays off: New Year's Day, Memorial Day Weekend (Saturday and Monday), July 4, Labor Day Weekend (Saturday and Monday), Thanksgiving Day, December 25th, and one Tuesday per month for staff personal development. These dates are determined according to the calendar each year. Additional holidays may be added to the schedule at the discretion of school administration. The school is open for business unless there is a declared State of Emergency. *Unexpected closures and snow days will be posted on the schools answering machine as early as possible and on available media outlets..*
- 3 **Enrollment contract:** Paul Mitchell The School Merrillville clearly outlines the obligation of both the school and the student in the enrollment contract. A copy of the enrollment contract and information covering costs and payment plans will be furnished to the student before the beginning of class attendance.
- 4 **Payment schedule:** Paul Mitchell The School Merrillville offers a variety of monthly financial payment schedules. See Paul Mitchell The School Merrillville's Financial Aid Leader for details.

## EDUCATION GOALS

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

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

## COST OF TUITION AND SUPPLIES

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

### TUITION – Cosmetology

Tuition	\$15,750.00
Registration Fee	265.00
Kit, Equipment, Supplies, Textbooks includes sales tax ( <i>nonrefundable</i> )	<u>2,485.00</u>
<b>TOTAL COSTS</b>	<b>\$18,500.00</b>

### Payment Scheduled for Cosmetology Program

At the time of Registration	\$265.00
First Day of Attendance	\$2,135.00
10 Monthly Payments (Full Time)	\$1,560.00

### TUITION - Instructor

Tuition	\$7,500.00
Registration Fee	265.00
Kit, Equipment, Supplies, Textbooks includes sales tax ( <i>nonrefundable</i> )	<u>1,235.00</u>
<b>TOTAL COSTS</b>	<b>\$9,000.00</b>

### Payment Scheduled for Instructor Program

At the time of Registration	\$265.00
First Day of Attendance	\$1,235.00
8 Monthly Payments	\$937.50

## METHODS AND TERMS OF PAYMENTS

**No interest Plan:** Cash, Check, Money Order, or Credit Card. Broken up into payments while the student is in school.

**Title IV Funding (Federal Student Aid):** *Financial aid available to those who qualify.* Financial aid recipients understand that monies received on their behalf are applied first to tuition costs.

**Sallie Mae Smart Option Loan:** 15 year loan available, based upon credit approval.

**Tuition Financing Company (TFC):** 4 year Financing available, based upon credit approval

## ADDITIONAL CHARGES

The cost of each program is inclusive. There are no other required charges associated with training.

## SCHOLARSHIP AND FEE WAIVERS

Scholarships will be awarded to any current year graduating high school senior in a traditional school with these honors: Top 10% of Class or National Honor Society - \$250.00 Scholarship

## 2017 CLASS START DATES

Cosmetology	
DAY SCHOOL:	January 31, April 11, June 27, September 5, November 14

  

Instructor	
DAY SCHOOL:	January 31, April 11, June 27, September 5, November 14

\* All the start dates for 2017 are full

## 2018 CLASS START DATES

Cosmetology	
DAY SCHOOL:	January 30, April 10, June 26, September 4, November 13

  

Instructor	
DAY SCHOOL:	January 30, April 10, June 26, September 4, November 13

## SCHEDULE CHANGE

During the course of enrollment students will be allowed one (1) schedule changes.

## CONSTITUTION DAY

Paul Mitchell The School Merrillville celebrates Constitution Day on or near September 17 of each year. For more information visit [www.constitutionday.com](http://www.constitutionday.com)

## VOTER REGISTRATION

Students are encouraged to register to vote in State and Federal Elections. Voter Registration and Election Date information for the state of Indiana can be found at [www.in.gov/sos/election](http://www.in.gov/sos/election).

For information on Voter Registration and Election Dates for Federal Elections visit [www.eac.gov/voter\\_resources](http://www.eac.gov/voter_resources).

## STUDENTS WHO WITHDRAW

Students who withdraw from the program are required to empty their locker and gather all personal items. Any items left behind by the student will be stored for 60 days, at which time the items become the property of Paul Mitchell The School Merrillville.

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

## TERMINATION POLICY

Paul Mitchell The School Merrillville may terminate a student's enrollment for immoral and/or improper conduct, receiving seven (7) coaching sessions, failing to comply with educational requirements, and/ or the terms as agreed upon within the enrollment contract. For more information refer to the school Future Professional Advisory.

## COSMETOLOGY COURSE OVERVIEW

### Course Hours: 1500 clock hours

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

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

## COSMETOLOGY COURSE OUTLINE

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

- ① **Core Curriculum:** A 210 hour orientation, known as the Core program, instills the basic fundamentals. Students are graded and evaluated using written, oral, and practical testing methods. Students must successfully complete the Core curriculum prior to attending regularly scheduled daily classes in cutting, coloring, permanent waving, and chemical texture services.
- ② **Protégé Learning Experience:** Your experience as a Protégé produces a smooth transition from Core student to Adaptive student. You spend 70 hours as a Protégé preparing you for the clinic classroom experience.
- ③ **Clinic Classroom Learning Experience:** Your clinic time from 280 to 1500 hours will be guided with individual attention and group learning experiences using mini-classes, monthly worksheets, and periodic tests developed specifically for this monitoring progress. This is when you begin experiencing on paying clients in the clinic classroom area.
- ④ **Classroom Learning Experience:** Your classroom time from 280 to 1500 hours is divided into six (6) areas: cutting, coloring, texture, makeup, skin, and nails. Each area has an instructor who conducts the different specialty classes each week; Classroom Learning Experiences may also include retail, motivation, self improvement, professional development, and attendance education which may be conducted by an instructor, non-licensed staff member or guest artist.
- ⑤ **Adaptive Curriculum:** From 280 to 750 hours you will enter a new phase of elective classroom workshops coupled with challenging practical services designed to continue building you into a confident designer.
- ⑥ **Creative Curriculum:** You will spend your last 750 hours in “high gear” by dressing, acting, and working like a true professional. You will use your own artistic and creative abilities, coupled with the assistance of the Learning Leaders, to prepare yourself for your future beauty Industry career.

## INSTRUCTOR COURSE OVERVIEW

### Course Hours: 1000 clock hours

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

**Pre-clinical classroom instruction:** In the 1000 hour course, the first 125 hours are spent on classroom workshops, where students learn teaching principles, technical information, and professional practices.

**Clinic Learning Experience:** The remaining 875 hours are spent in the clinic area where practical experience is gained.

## INSTRUCTOR COURSE OUTLINE

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

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

## STATE OF INDIANA REQUIREMENTS

### Cosmetology

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

Subject	Theory and Demonstration Practice	Sanitation and Actual Hours	Total Hours	Actual Performances
1. Hair cutting	100	175	275	250
2. Sanitation	40		40	9
3. Statute and rules	10		10	
4. Salesmanship	5	5	10	25
5. Management	10		10	
6. Manicuring	5	25	30	25
7. Pedicuring	5	15	20	15
8. Hair Removal a. Eyebrow b. Upper Lip c. Chin Area	5	10	15	30
9. Anatomy and physiology	5		5	
10. Skin	5		5	
11. Hair	5		5	
12. Electricity	5		5	
13. Chemistry	10		10	
14. Shampooing	5	30	35	30
15. Scalp Treatment	10	10	20	25
16. Facials and makeup	20	45	65	45
17. Hair coloring	40	150	190	75
18. Texture service	70	250	320	100
19. Hair Styling Includes wet and thermal sets, hair waving, hair pressing, hair braiding, and finger waves	70	210	280	400
20. Discretionary hours	150		150	
<b>TOTAL</b>	<b>575</b>	<b>925</b>	<b>1500</b>	<b>1029</b>

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

## Instructor

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

Subject	Theory and Demonstration Practice	Actual Practices	Total Hours
1. Orientation and review of the pertinent curriculum	50	100	150
2. Introduction to teaching	60		60
3. Course outline and development a) Lesson planning b) Teaching techniques c) Teaching aids d) Developing, administering and grading examinations	160	170	330
4. School Administration a) Record Keeping b) Laws and Rules	30	20	50
6. Teaching 1) Assisting in the classrooms and theory class 2) Practice teaching in the clinic and theory classroom		150 260	150 260
<b>TOTAL</b>	<b>300</b>	<b>700</b>	<b>1000</b>

The course is divided into Postgraduate Training, Psychology and Methodology, and Student Teaching.

## COSMETOLOGY PROGRAM TESTING AND GRADING PROCEDURE

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

- 1 **Weekly theory exams:** Students must receive a grade of 85% or higher on each weekly theory exam.
- 2 **210-hour orientation practical skills evaluation test:** Students must receive a grade of 85% or higher. If a student fails to pass this evaluation test on their second attempt, they may be asked to withdraw and re-enroll in the next Core class start date.
- 3 **Final exam 1 (approximately 750-hour written test):** This test covers an overview of all related cosmetology subjects (e.g., anatomy, chemistry, etc.). Students must receive a grade of 85% or higher on all final exams.
- 4 **Final exam 2 (approximately 1200-hour written test):** The written exam covers an overview of all theory instruction, Indiana state law, and other items covered on the state cosmetology exam. Students must receive a grade of 85% or higher on all final exams.
- 5 **Monthly clinic practical worksheets:** Students must complete all monthly clinic practical worksheets.



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

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

- ① Students must receive a grade of 85% or higher on each theory exam. Theory exams cover a review of *Milady's Master Educator Student Course Book*.
- ② Students must receive a grade of 85% or higher on their final exam. The final exam covers a complete overview of *Milady's Master Educator Student Course Book*.

## **MEASURABLE PERFORMANCE OBJECTIVES**

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

## **SAFETY PRECAUTIONS FOR THE BEAUTY INDUSTRY**

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

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

## **INDUSTRY REQUIREMENTS**

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

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

## STUDENT SERVICES

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

## GRADUATION REQUIREMENTS IN COURSES

- ① Receive the required number of clock hours of training.
- ② Complete graduation map worksheet requirements.
- ③ For a student to meet state requirements, all practical skills must be completed in it's entirety on each monthly worksheet, with an 85% passing grade.
- ④ Complete Final Phase worksheet.
- ⑤ Satisfactorily pass final written and practical exams.
- ⑥ Complete the required Milady theory hours and pass all written Milady theory exams.
- ⑦ Pay all tuition cost or make satisfactory arrangements for payment of all debts owed to the school.
- ⑧ Upon graduation the student will receive a graduation certificate.

Paul Mitchell The School Merrillville reserves the right to retain a student in school if the student's progress is not satisfactory as determined by the school's administration and/or the student fails to complete all listed requirements or fails to pass the written and practical exams. Paul Mitchell The School Merrillville will not release the student's official transcript until all graduation requirements are met.

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

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

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

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

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

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

## STUDENT KIT – Cosmetology

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

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

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

<p><b>TEXTBOOKS</b></p> <ul style="list-style-type: none"> <li>1 <i>Milady's Standard Cosmetology</i> 13th Ed. / Textbook (hardcover) ISBN-13: 9781285769417, \$117.95</li> </ul>	<ul style="list-style-type: none"> <li>1 <i>Milady's Standard Cosmetology</i> 13th Ed. <i>MindTap</i> ISBN-13: 9781305632028, \$249.95</li> </ul>
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## STUDENT KIT – Instructor Program

Students are responsible to purchase a Paul Mitchell kit at an additional cost to the tuition.

<ul style="list-style-type: none"> <li>1 <i>Milady's Master Educator Student Course Book, 2nd Edition</i> ISBN-13: 9781133693697, \$161.50</li> <li>1 <i>Milady's Master Educator Exam Review, 2nd Edition</i> ISBN-13: 9781133776598, \$48.50</li> </ul>
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Please note that students are responsible for the purchase of stationery supplies.

## FEDERAL RETURN OF TITLE IV FUNDS POLICY

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

- ① Title IV federal financial aid funds are awarded under the assumption that a student will remain in classroom attendance for the entire period for which funds were awarded. If a financial aid recipient withdraws from school after beginning attendance, the amount of Title IV grant or loan assistance earned by the student must be determined. The school is required to calculate the amount of Federal Title IV funds to be returned for a student who has withdrawn from all classes. If a student receives SFA (Student Financial Aid) in the form of loans and/or grants, withdraws from school after beginning attendance, the amount of SFA grant or loan assistance earned by the student must be determined.
- ② For students who have received Title IV financial assistance, the Federal Return of Title IV Funds calculation will be completed first and applicable funds returned. Returned funds will be reduced from the payments received on behalf of the student before applying the institutional refund policy to determine whether the student is owed a refund or if a balance is owed to the institution.
- ③ A student may be eligible for a post-withdrawal disbursement if, prior to withdrawing, the student earned more federal financial aid than was disbursed. If a student is eligible for a post-withdrawal disbursement for Title IV funds, it will be processed for the student and a refund will be issued within 14 days of the credit balance.
- ④ The Federal Return of Title IV Funds formula dictates the amount of federal Title IV aid that must be returned to the federal government or the lending institution by the school and/or the student. The federal formula is applicable to an eligible student receiving federal aid when that student withdraws on or before the 60 percent point in time in the payment period.
- ⑤ The federal formula requires a return of Title IV aid if the student received federal financial assistance in the form Direct Loans, Pell Grants, or PLUS Loans and withdraws on or before completing 60 percent of the payment period. The percentage of Title IV aid earned is equal to the percentage of the payment period that was completed as of the withdrawal date if this occurs on or before the 60 percent point of time. The percentage that has not been earned is calculated by determining the complement of the percentage earned for the payment period (e.g., if 40 percent was earned, 60 percent was unearned).
- ⑥ The amount to be returned is determined as follows: the amount of Title IV financial aid earned is calculated by dividing the total number of clock hours the student completed in the payment period as of the last date of attendance, by the number of clock hours scheduled in the payment period. The amount to be returned to the Department of Education is calculated by subtracting the amount of Title IV financial earned by the student from the amount of Title IV financial aid that was disbursed or could have been disbursed for the payment period.
- ⑦ If a student unofficially or officially withdraws and has received federal loans, the loans will go into repayment once the grace period expires.
  - a. Unofficial withdrawal applies when a student is absent for 14 or more consecutive calendar days;
  - b. Official withdrawal applies when a student notifies the school in writing or in person.In both cases the last day of attendance will be used in the return to Title IV calculation.

### Official Withdrawal

Future Professionals who wish to withdraw from enrollment prior to course completion must submit a written statement to the Financial Aid or Admissions Leader and must satisfy all debts owed to the school or make satisfactory arrangements for debts to the school as approved by the Institute. The written statement may be hand-written, typed, or sent via email.

A final settlement and withdrawal calculation will be mailed to the Future Professional within 45 days of withdrawal. If withdrawal requirements are met, a certified final transcript will be sent to the Future Professional within 45 days. If withdrawal requirements are not met, no transcript will be released.

Any Future Professional who withdraws from his or her contracted course or fails to complete his or her training will have a notice placed in his or her file as to progress at the point of withdrawal. A Future Professional failing to meet minimum satisfactory requirements at the point of withdrawal will not be accepted for re-enrollment.

If a Future Professional has paid extra-instruction monies prior to the completion of the program and withdraws, those funds will be refunded to the Future Professional according to the refund policy.

### **Unofficial Withdrawal**

An unofficial withdrawal is when a Future Professional has not notified the school in writing of their intent to withdraw. If a Future Professional is absent 14 calendar days without notifying the school and has not been granted a "Leave of Absence", the school will consider the student to have withdrawn from the course.

### **Determining the Student's Withdrawal Date**

A student's withdrawal date is determined based on the following:

- For official withdrawal, a student's withdrawal is the date the school received notice from the student that they are withdrawing of the date which the student signed the notice (whichever is earlier).
- For unofficial withdrawals, a student's withdrawal date is their last day of physical attendance.
- The school's determination that a student is no longer in school for unofficial withdrawal is determined on the 15th calendar day of non-attendance.
- ⑧ School scheduled breaks of five (5) or more consecutive days are excluded from the return to title IV calculation as periods of nonattendance and, therefore, do not affect the calculation of the amount of federal student aid earned. This provides for more equitable treatment of students who officially or unofficially withdraw near either end of the schedule break.
- ⑨ Title IV funds will be returned to the United States Department of Education within 45 days.

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

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

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

## **INSTITUTIONAL REFUND/DROP POLICY**

- ① Any monies due the applicant or student shall be refunded within 45 days of official cancellation or withdrawal. Official cancellation or withdrawal shall occur on the earlier of the dates that:
  - a. An applicant is not accepted by the school. This applicant shall be entitled to a refund of all monies paid to the school except a non-refundable application fee.
  - b. A student (or in the case of a student under legal age, his/her parent or guardian) cancels his/her contract and demands his/her money back in writing, within three (3) days of signing the enrollment contract. In this case all monies collected by the school shall be refunded except a non-refundable application fee. This policy applies regardless of whether or not the student has actually started training.
  - c. A student who cancels his/her contract after three (3) days of signing the contract but prior to entering classes is entitled to a refund of all monies paid to the school less a non-refundable application fee of \$100.00.
  - d. A student notifies the institution of his/her official withdrawal in writing.
  - e. A student is expelled by the institution.
  - f. For official cancellations as defined in paragraphs b, c, d, or e, the cancellation date will be determined by the postmark on written notification, or the date said information is delivered to the school administrator/owner in person.
  - g. Monies paid for student kit is nonrefundable unless the student cancels within 3 (three) business days of signing the enrollment contract or the student cancels prior to entering class.
  - h. A student on an approved leave of absence notifies the school that he/she will not be returning. That 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 institution that the student will not be returning.
- ② Any monies due a student who unofficially withdraws from the institution shall be refunded within 45 days of a determination by the institution that the student has withdrawn without notifying the institution. Unofficial withdrawals are monitored every 30 days and a determination is made to withdraw a student who has been absent from school for 14 or more consecutive calendar days; the withdrawal date that will be used in this calculation is the student's actual last date of attendance.
- ③ When situations of mitigating circumstances are in evidence, such as serious illness, a disabling accident, or death in the immediate family, the school may make a settlement that is reasonable and fair to both parties.
- ④ All extra costs, such as books, equipment, graduation fees, application fee, rentals, and other such charges, are not considered in the tuition adjustment computation if the charges are itemized separately in the enrollment contract.
- ⑤ If a course and/or program is cancelled subsequent to a student's enrollment, and before instruction in the course and/or program has begun, the school shall either provide a full refund of all monies paid or provide completion of the course and/or program.
- ⑥ If a course and/or program is cancelled and ceases to offer instruction after the student has enrolled and instruction has begun, the school shall either provide a full refund of all monies paid or provide completion of the course and/or program.
- ⑦ For students who terminate prior to completion, an administration fee in the amount of \$100.00 will be assessed.
- ⑧ A student's account may be sent to collections for nonpayment.

- ⑨ If the school closes permanently and no longer offers instruction after a student has enrolled and instruction has begun, the school will provide a pro rata refund of tuition to the student.

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%

### PREFERRED LENDER LIST AND PRIVATE EDUCATION LOAN DISCLOSURES

Our Institution accepts funding from the following Private Education Loans:

- ① Sallie Mae Career Training Smart Option Student Loan – This is a private loan that a student may obtain by applying online at [www.salliemae.com](http://www.salliemae.com). Paul Mitchell The School Merrillville does not control the amount a student is approved for, the interest rate, or repayment terms. Students who receive this loan will receive a Truth in Lending Act statement from Sallie Mae as well as a comparison to Title IV loans showing whether the terms are more favorable.
- ② TFC Loan – This is a private loan that student may apply for by obtaining an application from the school. The amount a student may be approved for, the interest rate, and repayment terms are determined by Paul Mitchell The School Merrillville. Students who receive this loan will receive a Truth in Lending Act statement from TFC as well as a comparison to Title IV loans showing whether the terms are more favorable.

### STUDENT FINANCIAL AID RELEASE

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

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



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

The school has policies and procedures that it follows for verification of Title IV funding. Verification is a requirement by the U.S. Department of Education who randomly selects students to provide additional information. The Financial Aid Administrator at the school will provide students with the appropriate verification form to collect the necessary information requested by the Department of Education. The student has until the end of the award year to return the form to the financial office with all required documentation 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 school will provide the student with a copy of the verification results and notify the student if additional documentation is needed to resolve conflicting information. FAME handles student overpayments and alerts the school so it can make changes to the award packet, which is reported to Common Origination and Disbursement (COD) for the Department of Education.

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

Books and supplies are part of direct costs to students, therefore, special provisions for books and supplies does not apply to our institution.

## **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 to funding source will be processed within 14 days of the credit balance appearing on the student account. Regardless of the chosen option the school will clear all credit balances on a student account by the end of the award year.

## **MAKEUP WORK**

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

## **MAKEUP HOURS**

The school offers makeup hours Monday for day students and Saturday Day for part-time students. Students are only allowed to makeup hours missed and may not bank hours and attend over 40 hours per week. Hours and availability are limited and are on a first come basis. The makeup hours must be approved and scheduled in advanced by the Future Professional Advisor and do not count as additional hours to meet program completion.

## **SATISFACTORY ACADEMIC PROGRESS POLICY**

Students enrolled in programs approved by NACCAS must meet formal standards that measure their satisfactory academic progress toward graduation. The Satisfactory Academic Progress policy is provided to all students prior to enrollment. The policy is consistently applied to all enrolled students. All periods of enrollment count toward SAP, including periods when a student doesn't receive financial aid. *Satisfactory Academic Progress Evaluations are maintained in the student file.*

## **QUANTITATIVE AND QUALITATIVE FACTORS**

Provisions for measuring the student's progress towards satisfactory completion of the program include maintaining:

- ① A minimum cumulative Theory grade level of 85% or higher.
- ② A minimum cumulative academic level of 85% or higher on practical worksheet completion.\*
- ③ To determine whether a student meets the academic requirements for Satisfactory progress, theory and practical grades are averaged together to give a cumulative academic grade of 85% or higher.
- ④ A minimum cumulative attendance of 85% of their scheduled hours\*\*

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

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

A student who has not achieved the minimum cumulative GPA of 85% and/or who has not successfully completed at least a cumulative rate of attendance of 80% is not eligible for Title IV assistance, if applicable, unless the student is on warning or has prevailed upon appeal of the determination that resulted in a status of Financial Aid Probation. The Department of Education requires a Satisfactory Academic Progress Policy for students receiving Title IV aid, however, the school has decided to adopt this policy for all students regardless of funding source.

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

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

## MAXIMUM TIME FRAME

Students must complete the educational program within the maximum time frame, which is based on attending at least 85% of the scheduled hours.

COURSE	LENGTH	MAXIMUM TIME FRAME
Cosmetology – Full Time	42.86 Weeks	50.40 Weeks
Cosmetology Instructor – Full Time	28.57 Weeks	33.60 Weeks

The maximum time frame allowed for transfer students who need less than full course requirements or part-time students will be determined based on 80% of the scheduled contracted hours. If any student enrolled fails to complete the program within the maximum time frame they will lose their eligibility for Title IV programs, if applicable, but they will be able to complete the program on a cash pay basis. For students with a disability that appeal, the student's disability will be considered as a factor towards maintaining Satisfactory Academic Progress.

## COMPLETION OF COURSE WITHIN DESIGNATED PERIOD OF TIME

Full-time day students attend five (5) days (Tuesday through Saturday), 35 hours per week, from 9:00 AM to 4:30 PM. Information regarding other course schedules is available upon inquiry.

The state of Indiana requires 1500 clock hours for the cosmetology course. Students are expected to complete the course in no more than 117.6% of the program length. If a student is never absent, he/she should complete the course within 42.86 weeks for a full-time student.

The state of Indiana requires 1000 hours for the instructor's course. Students are expected to complete the course in no more than 117.6% of the program length. If a student is never absent, he/she should complete the course within 28.57 weeks for full-time.

## 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 drop 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 re-enter at the same progress status as applicable at the time of withdrawal. Hours elapsed during a leave of absence will extend the Future Professionals contract and maximum time frame by the same number of days taken in the leave of absence. Records will not be released until all financial obligations have been paid in full. Repetition of a rotation of study does not affect the determination made for satisfactory progress.

## **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.

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

- ① Obtain a copy of the school's Leave of Absence Request Form from the Financial Aid Administrator.
- ② Submit the completed and signed form to the Financial Aid Administrator in advance, unless unforeseen circumstances prevent the student from doing so.
- ③ Must state the reason for the Leave of Absence (LOA) request
- ④ Be approved by the Financial Aid Office and Future Professional Advisor
- ⑤ Must be in Satisfactory Progress.
- ⑥ 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 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**

In general; 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. However, if a student does not pass an evaluation or test on a subject he/she must attempt the evaluation or test again until it is passed. The student could become SAP ineligible based on failed evaluations or tests.

## EVALUATION PROCEDURES AND REQUIRED LEVEL OF ACHIEVEMENT

Formal Satisfactory Progress Evaluations in both attendance and academics will occur at the following points:

PROGRAM	NUMBER OF ACTUAL HOURS	MINIMUM WEEKS FOR DISBURSMENTS
Cosmetology	450	13 Weeks
	900	26 Weeks
	1200	35 Weeks
Instructor	450	13 Weeks
	900	26 Weeks
		<b>Note:</b> Title IV funds will not be disbursed until the Future Professional has reach both the actual hours and week requirement.

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

- ❶ Examinations are given in all subjects.
- ❷ 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:

**Excellent = 96 – 100%**

**Very Good = 90 – 95%**

**Satisfactory = 85 – 89%**

**Below Standards - Unsatisfactory = Below 0-84%**

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

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

## TRANSFER HOURS

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

## **DETERMINATION OF PROGRESS STATUS**

Students meeting the minimum requirements for academics and attendance at the evaluation point are considered to be making satisfactory progress until the next scheduled evaluation. Financial Aid Warning, Appeals, and Probation applies to Financial Aid Eligibility status.

## **WARNING**

Students failing to meet minimum requirements for attendance and/or academic progress will be placed on Financial Aid Warning, are considered to be making satisfactory academic progress, and those receiving Title IV aid remain eligible to receive Title IV funds. The student will be advised in writing on the actions required to attain satisfactory academic progress by the next evaluation. 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, may be eligible to appeal. Those receiving Title IV aid may be deemed ineligible to receive Title IV funds.

## **SAP APPEAL PROCEDURE**

If a student is determined to not be making satisfactory academic progress at the end of the warning period, the student may appeal the determination within ten calendar days. Reasons for which students may appeal a negative progress determination include death of a relative, an injury or illness of the student, or any other allowable special or mitigating circumstance. The student must submit a written appeal to the Financial Aid Administrator on the designated form 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. Students placed on an academic plan must be able to meet requirements set forth in the academic plan by the end of the next evaluation period. Students who are progressing according to their specific academic plan will be considered making Satisfactory Academic Progress. The appeal and decision documents will be retained in the students file.

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

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

## **PROBATION**

Students who fail to meet minimum requirements for attendance or academic progress after the warning period will be placed on probation and considered to be making satisfactory academic progress during the probationary period, if the student appeals the decision, and prevails upon appeal. Additionally, only students who have the ability to meet the Satisfactory Academic Progress Policy standards by the end of the evaluation period may be placed on probation. 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 a the probationary period the student has still not met both the attendance and academic requirements required for satisfactory academic progress or by the academic plan, he or she will be determined as NOT making satisfactory academic progress and, if applicable, students 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.

## **TERMINATION APPEAL PROCEDURE**

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

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

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

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

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

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

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

### **General Release of Information**

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

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

### **FERPA Disclosures to Parents**

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

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

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

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

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

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

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



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

Paul Mitchell The School Merrillville 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 Merrillville 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.

## PERSONALLY IDENTIFIABLE INFORMATION POLICY

### Policy Statement

It is the policy of Paul Mitchell The School Merrillville to protect personally identifiable information (PII) of employees and students. The electronic restrictions and safeguards outlined in this policy provide guidance for students, employees, and contractors that have access to PII retained by the School to ensure compliance with state and federal regulations. The purpose of this policy is to ensure that anyone that collects or uses PII at Paul Mitchell The School Merrillville does so in compliance with state and federal regulations and best practices for information security in higher education.

### Definitions

**A. Personally Identifiable Information (PII)** –is any information pertaining to an individual that can be used to distinguish or trace a person’s identity. Some information that is considered PII is available in public sources such as telephone books, public websites, university listings, etc.

This type of information is considered to be Public PII and includes:

- ① First and Last name
- ② Address
- ③ Work telephone number
- ④ Work e-mail address
- ⑤ Home telephone number
- ⑥ General educational credentials
- ⑦ Photos and video

In contrast, Protected PII is defined as any one or more of types of information including, but not limited to:

- ① Social security number
- ② Username and password
- ③ Passport number
- ④ Credit card number
- ⑤ Clearances
- ⑥ Banking information
- ⑦ Biometrics
- ⑧ Data and place of birth
- ⑨ Mother’s maiden name
- ⑩ Criminal, medical and financial records
- ⑪ Educational transcripts
- ⑫ Photos and video including any of the above

(If a question arises about what is or isn’t PII please contact the School Director, Stephanie Shultz at 219-793-9246 or [stephanies@merrillville.paulmitchell.edu](mailto:stephanies@merrillville.paulmitchell.edu))

**B. Paul Mitchell The School Merrillville Information System**—a collection of computing resources that are accessible through privileged access such as a login or key. Usually a software package designed to store student and employee data. E.g. Freedom, FinAid, ApFam, Millennium.

**C. Secure Deletion** – Secure deletion of an electronic file is accomplished by overwriting the full file contents with random data multiple times.

## **Procedures**

### **A. General**

This section provides guidelines on how to maintain and discard PII. If current procedures fall outside this policy or questions arise please contact the School Director to suggest more efficient procedures for protecting PII.

All electronic files that contain Protected PII will reside within a protected information system location at Paul Mitchell The School Merrillville. All physical files that contain Protected PII will reside within a locked file cabinet that is fire resistant or locked room when not being actively viewed or modified. Protected PII is not to be downloaded to personal or school owned student, employee, or contractor workstations or mobile devices (such as laptops, personal digital assistants, mobile phones, tablets or removable media) or to systems outside the protection of the school. PII will also not be sent through any form of insecure electronic communication E.g. E-mail or

instant messaging systems without being encrypted. Significant security risks emerge when PII is transferred from a secure location to a less secure location or is disposed of improperly. When disposing of PII the physical or electronic file should be shredded or securely deleted. For help with secure deletion please contact the School Director.

### **B. Exceptions**

If there is an operational or business need to store protected PII outside a Paul Mitchell The School Merrillville information system please contact the School Director for assistance in securing the information.

### **C. Incident Reporting**

The School Director must be informed of a real or suspected disclosure of Protected PII data within 12 hours after discovery. E.g. Misplacing a paper report, loss of a laptop, mobile device, or removable media containing PII, accidental email of PII, possible virus, or malware infection or a computer containing PII.

### **D. Audits**

Periodic audits of equipment owned by and the physical location of Paul Mitchell The School Merrillville may be performed by the School Director or delegates to ensure that protected PII is stored in approved information systems or locations. The purpose of the audit is to ensure compliance with this policy and to provide information necessary to continuously improve business practices.

## **Enforcement**

An employee found to be in violation of this policy may be subject to disciplinary action as deemed appropriate based on the facts and circumstances giving rise to the violation.

## PERFORMANCE STATISTICS/JOB OUTLOOK

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

Paul Mitchell The School Merrillville performance statistics for the calendar year 2015:

Graduation	Placement	Licensure
83.67%	85.37%	92.68%

NACCAS' 2015 Annual Report is derived from a single cohort of students – those scheduled to graduate in 2015. NACCAS' graduation, placement and licensure definitions are described below:

**Graduation:** Based on all students scheduled to graduate from the program in 2015. 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, 2016. A student in the licensure cohort may count as a "pass" if they pass all required portions of the examination prior to November 30, 2016.

**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, 2016. Students may be excluded from the calculation if they fall into one of the categories listed. In 2015, the school excluded the following number of students\* based on each of the following categories:

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

**Total Excluded 0\_**

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

## PROGRAM INTEGRITY

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

Placement rate	On-time graduation rate	Median Loan Debt
85.00%	N/A	2013–2014 N/A 2014–2015 N/A

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

Placement rate	On-time graduation rate	Median Loan Debt
100.00%	N/A	2013–2014 N/A 2014–2015 N/A

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

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

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

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

## STUDENT PROFESSIONAL DEVELOPMENT GUIDELINES

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

### Attendance and Documentation of Time

- ❶ 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. To ensure proper credit for clock hours, full-time students are required to clock in/out 4 times a day: when they arrive at school, when they leave for lunch, when they return from lunch, and when they leave at the end of the day. Part-time students are required to clock in/out 2 times a day: when they arrive at school and when they leave at the end of the day. If a student fails to clock in or out for their schedule on the student time clock, the student will not receive hours. If a student fails to clock in or out for their schedule on the student time clock, the student will not receive hours. If the student wishes to dispute any hours they feel earned, the student must provide documentation to verify attendance on the missing time form. The documentation would include the student sign in sheet, the specialty class attendance role, and/or the guest service summary.
- ❷ The school is open from 9:00 AM to 4:30 PM.
- ❸ All courses require continuous attendance.
- ❹ The prescribed attendance schedule must be maintained each week. Alternate schedules are available to those students who qualify.
- ❺ Students may not miss Saturdays.
- ❻ Students must be on time, as tardiness inhibits the learning process. Students who are late for theory class may not enter the classroom and will not receive theory credit. They may “clock in” and will be assigned special projects or assignments pertaining to their course of study. Students who are late for a specialty class or a guest artist class may attend the class, but must be accompanied into the classroom by an instructor. Students are never excused from mandatory theory class to work in the clinic.
- ❼ Student that go beyond their contract end date they will be dropped from the program.  
*Please note that if a student misses more than 14 consecutive calendar days, the student may be terminated from the program.*
- ❽ Students who are late or cannot attend school must contact the school and talk to the school service desk immediately. Day students must call in by 9:00 AM.
- ❾ Students must request time off from school from the Education Leader.
- ❿ Students are required to be in attendance a minimum of seven (7) hours per day, 35 hours per week for the full-time schedule; Holidays such as Thanksgiving, Christmas, Memorial Day, Labor Day, Independence Day and New Year’s Day will be set according to the calendar each year. Students cannot bank hours and attend over 35 hours per week to make up for missing hours. If a student will miss hours during the week, arrangements must be made with the Director to make up those hours within the same week, or the hours missed will count against the hours allowed to miss and overtime charges can occur. These make-up hours do not count as additional program hours.
- ⓫ Lunches and breaks are scheduled for all students. All students will take 30 minutes for lunch between 12:00 noon and 1:30 PM. Students should communicate with their instructor if they have not had lunch by 1:30 PM.

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

Student Schedule	Breaks	Lunch
8 or 7 1/2 hr/day	10 min. in the morning & 10 min in the afternoon	30 min.

- 12 Documentation of time: Students may not leave the school premises during regular hours without an instructor’s permission.
  - a. Students who leave school premises for more than 15 min. 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 must clock out on the time clock for lunch for 30 minutes every day. Students will not receive credit for the hours if they fail to clock in/out for lunch.
- 13 Students may not clock in or out for another student.
- 14 Students must keep a record of all services each day on the “service tracking sheet,” which must be completed daily and turned in every month.

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

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

### **Sanitation and Personal Services**

- ① Students must keep workstations and classroom areas clean, sanitary, and clutter free at all times.
- ② Students must clean their stations, including the floor, after each service.
- ③ Hair must be swept up immediately after a service is completed, before blow drying.
- ④ Workstations must be cleaned at the end of the day, prior to clocking out for the day.
- ⑤ Students may have their hair or other services done Tuesday through Thursday. To receive a service, students must do the following prior to starting the service:
  - a. Notify an instructor.
  - b. Be scheduled off the service books by a Learning Leader.
  - c. Pay for service supplies including perms, tints, bleaches, rinses, conditioning, treatments, manicures, nails, etc.
  - d. If a service guest comes in and the service desk personnel needs the student giving the personal service or the student receiving it to take care of the guest, then the students must reschedule their personal service and complete the assigned service guest appointment.
  - e. Personal services are considered rewards and scheduled for students who are up to date with all projects, tests, and worksheets. School assignments and successful learning are the priority.

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

- ① Visitors are allowed in the reception area only. Visitors are not allowed in the classrooms, student lounge, or clinic floor area.
- ② Only emergency calls are permitted on the business phone. Students may use the student phones for a limited time. Please keep your calls to three (3) minutes or less.
- ③ Cell phones are not permitted in the school.
- ④ Students may not visit with another student who is servicing a client.
- ⑤ Students may not gather around the reception desk, reception area, or offices.
- ⑥ Food, drinks, and water bottles are allowed only in the lunchroom.
- ⑦ Paul Mitchell The School Merrillville is a smoke-free campus.
- ⑧ Stealing or taking school or another's personal property is unacceptable.



## Learning Participation Guidelines

- ① Peer teaching and tutoring are encouraged. Taking credit for another's work or cheating during exams is unacceptable.
- ② Students will be expected to maintain an average of 85% on all theory tests and assignments.
- ③ Students may not be released from required theory class to take a client.
- ④ Only desk personnel may schedule or change client service appointments.
- ⑤ All services must be checked and the service ticket initialed by an instructor.
- ⑥ Students are expected to be continuously working on school-related projects, assignments, reading, or test preparation during school hours.
- ⑦ Students will receive clock hours during the times they fully participate in their learning experience.
- ⑧ When students are not scheduled with service appointments or are not scheduled to attend theory or an elective class, they may focus on the following:
  - a. Completion of monthly worksheets
  - b. Completion of theory review worksheets
  - c. Performing a service on another student
  - d. Listening to or reading school resource center materials, including educational videos, audiotapes, and books
- ⑨ Students must comply with school personnel and instructor's assignments and requests as required by the curriculum and student guidelines and rules.
- ⑩ Students may not perform hair, skin, or nail services outside of school unless authorized to do so by school administration. Conducting unauthorized hair, skin, or nail services outside of school will be reported to the state board and may result in your inability to receive a professional license.
- ⑪ Students are responsible for their own equipment and may use a station drawer only while working at that station. All equipment, tools, and personal items must be secured in their assigned locker. Paul Mitchell The School Merrillville is not responsible for any lost or stolen articles.
- ⑫ Parking is allowed in assigned parking areas only or cars may be towed at the owner's expense.
- ⑬ All worksheets are due the end of each month by 4:30 PM for day students.
- ⑭ If a student fails to complete a worksheet 100%, the student will be placed on the Back on Track list and will remain on the list until the following month, as long he/she completes the worksheet.
- ⑮ Theory: Students will not be allowed in Theory once the door is closed. The student will not receive theory credit or clock hours during this time. If a student chooses to leave Theory class for any reason he/she will not be allowed to return to Theory. If there's a transition period during Theory, a student will be allowed to enter to receive credit for the remaining scheduled time in Theory.

## 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.

## COACHING AND CORRECTIVE ACTION

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

The following actions may be inspected for noncompliance:

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

### Corrective Action Steps

Once a student has received five (5) coaching sessions, the student may be suspended from school for five (5) days. Suspended students may only be readmitted to school upon paying the administrative termination fee. If a student receives two (2) more coaching sessions after readmission from a five (5) day suspension, the student's attendance may be permanently terminated. A student may be terminated without prior coaching sessions for improper and/ or immoral conduct. Refer to the school Future Professional Advisory.

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

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

## POLICIES AND PROCEDURES FOR STUDENTS WITH DISABILITIES

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

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### ❶ Accommodation Procedures for Students with Disabilities

**Non-Discrimination Policy** — It is the policy of Paul Mitchell The School Merrillville 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 Merrillville 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 Merrillville will provide reasonable accommodations to students with disabilities.

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

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

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

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

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

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

The person responsible for implementing these responsibilities at Paul Mitchell The School Merrillville Campus is: Jennifer Laabs; ADA Compliance Coordinator; 7990 Broadway, Merrillville, IN 46410; (219) 793-9271; [Jenniferl@merrillville.paulmitchell.edu](mailto:Jenniferl@merrillville.paulmitchell.edu).

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

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

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

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 Merrillville 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 Stephanie Shultz; Director; 7990 Broadway, Merrillville, IN 46410; (219) 793-9271; (219) 793-9246; [stephanies@merrillville.paulmitchell.edu](mailto:stephanies@merrillville.paulmitchell.edu). The student must explain his/her reasons for disagreeing with the Coordinator's decision, or explain how the student's accommodation is not being implemented, and submit any relevant documentation.

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

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

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

## **Training and Mediation Responsibilities of the ADA Compliance Coordinator**

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

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

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

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

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

Paul Mitchell The School Merrillville 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 Stephanie Shultz; Director; 7990 Broadway, Merrillville, IN 46410; (219) 793-9271; (219) 793-9246; [stephanies@merrillville.paulmitchell.edu](mailto:stephanies@merrillville.paulmitchell.edu).

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

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

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

**Appeals by Students** — If the student who filed the complaint disagrees with the decision made by the Director, or disagrees with the remedial action specified, the student may appeal the decision to The School Owner. The appeal must be written and sent to Stephanie Shultz; Director; 7990 Broadway, Merrillville, IN 46410; (219) 793-9271; (219) 793-9246; [stephanies@merrillville.paulmitchell.edu](mailto:stephanies@merrillville.paulmitchell.edu). The appeal must state the specific reasons that the student disagrees with the decision. Appeals must be filed no later than thirty days after the student receives the written decision from the Director.

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



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

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

The OCR National Headquarters is located at:

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

*Telephone: (800) 421-3481*

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

*Email: [OCR@ed.gov](mailto:OCR@ed.gov)*

OCR has regional offices located throughout the country. To find the office for our state, you can check the OCR website at: <http://wdcrobcop01.ed.gov/CFAPPS/OCR/contactus.cfm>, or call the telephone number above.

**Issue timely warnings about Clery Act crimes which pose a serious or ongoing threat to students and employees.** Institutions must provide timely warnings in a manner likely to reach all members of the campus community. Timely warnings are limited to those crimes an institution is required to report and include in its Annual Security Report.

**Devise an emergency response, notification and testing policy.** Institutions are required to inform the campus community about a "significant emergency or dangerous situation involving an immediate threat to the health or safety of students or employees occurring on the campus." An emergency response expands the definition of timely warning as it includes both Clery Act crimes and other types of emergencies (i.e., a fire or infectious disease outbreak). Colleges and universities with and without on-campus residential facilities must have emergency response and evacuation procedures in place. Institutions are mandated to disclose a summary of these procedures in their Annual Security Report. Additionally, compliance requires one test of the emergency response procedures annually and policies for publicizing those procedures in conjunction with the annual test.

## STUDENT CONSUMER INFORMATION

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

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

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

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

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

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

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

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

All financial aid is awarded to students that qualify meeting the following

- ❶ Criteria making a student ELIGIBLE includes citizen or permanent non-citizen alien recipient codes 1- 151, 1-551, and 1-94.
- ❷ Criteria making a student INELIGIBLE includes codes F-1, F-2, J-1, J-2; students who are in federal loan default; students who receive grant overpayments; or male students who meet Selective Service registration criteria, but are not registered.

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

### **Drug-Free Workplace Policy**

The following Drug-Free Workplace Policy is to notify all employees and students that pursuant to the Federal Drug-Free Workplace Act of 1988 (Public Law 101-690) and [California Drug-Free Workplace Act of 1990], Paul Mitchell The School Merrillville prohibits the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the workplace, on school property, or as part of any school activity. Paul Mitchell The School Merrillville similarly prohibits the unlawful use, possession, and distribution of alcohol in the workplace, on school property, or as part of any school activity, as well as any other unlawful conduct involving alcohol. The drug-free workplace consists of all locations where Paul Mitchell The School Merrillville does business. This includes, but is not limited to, all lecture classrooms, parking lots, all administrative offices, corridors, storage rooms, and any space added to the school or school property.

### **Health Risks:**

The abuse of narcotics, depressants, stimulants, hallucinogens, or alcohol can cause serious detriment to a person's health. The health risks associated with the misuse of the previously mentioned drugs vary, but may include, and are not limited to: convulsions, coma, paralysis, irreversible brain damage, tremors, fatigue, paranoia, insomnia, and possible death. Drug and alcohol abuse is extremely harmful to a person's health and interferes with productivity and alertness. Working while under the influence of drugs or alcohol could be a danger to the individual under the influence, coworkers, and students. Described below are additional dangers and symptoms relative to use and/or abuse.

### **Marijuana**

Commonly known as "pot," marijuana is a plant with the botanical name of *cannabis sativa*. Pot is almost always smoked but can be ingested. Use causes the central nervous system to become disorganized and confused. Most users experience an increase in heart rate, reddening of eyes, and dryness of the throat and mouth. Studies have proven that marijuana's mental effects include temporary impairment of short-term memory and an altered sense of time. It also reduces the ability to perform tasks requiring concentration, swift reactions, and coordination. Feelings of euphoria, relaxation, and bouts of exaggerated laughter are also commonly reported. Smoking "pot" may cause: brain chemical changes, an altered reality, physically damaged lungs, emphysema, chronic bronchitis, lung cancer, a weakened immune system, damage to sperm in males, irregular menstrual cycles in females, and reduced fertility and sex drive. Regardless whether or not the state allows the use of marijuana or medical marijuana, at the federal level, marijuana remains classified as a Schedule I substance under the Controlled Substances Act, in which Schedule I substances are considered to have a high potential for dependency and no accepted medical use, making distribution or use of marijuana a federal offense. Therefore, regardless of the circumstance, marijuana cannot be brought to or used on the school's campus.

### **Cocaine/Crack Cocaine**

is a stimulant drug, which is derived from the coca plant. Street cocaine is available in the form of a powder or a "rock" of crack and is most commonly inhaled or smoked. Cocaine increases the heart rate and blood pressure and is highly addictive. Crack is a form of smokable cocaine named for the popping sound it makes when burned. It is a mixture of cocaine, baking soda, and water. It is 5–10 times more potent than cocaine and is extremely harmful. It has been reported that addiction can occur with as few as two "hits." Some symptoms of cocaine/crack abuse are: personality changes; unexplained weight loss; excess sniffing and coughing; insomnia; depression; irritability; neglect of responsibility toward work, school, family, and friends; and panic attacks.

## **Alcohol**

In small amounts, alcohol has a tranquilizing effect on most people, although it appears to stimulate others. Alcohol first acts on those parts of the brain that affect self-control and other learned behaviors; lowered self-control can lead to aggressive behavior. Alcohol use can also cause dehydration, coordination problems, and blurred vision. In large amounts, alcohol can dull sensation and impair muscular coordination, memory, and judgment. Taken in larger amounts over a long period of time, alcohol can damage the liver, heart, and brain, and cause numerous other health and medical issues.

## **Hallucinogens**

Hallucinogens are also known as psychedelics. The effects vary; a user's reactions can vary by occasion. Most users are affected by changes in time and space perception, delusions, and hallucinations. The effects may be mild or overwhelming, depending on the dose and quantity of the drug. Physical reactions range from minor changes, such as dilated pupils or an increase in temperature and heartbeat, to major changes, such as tumors. High doses can significantly alter the state of consciousness. After taking a hallucinogenic drug, the user loses control of thought processes. Although many perceptions are benign, others may cause panic or may make the user believe he or she cannot be harmed. Such delusions can be dangerous.

## **Heroin**

Heroin is a narcotic, which relieves pain and induces sleep. Commonly known as "junk" or "smack," heroin is a highly addictive depressant and has been attributed as the cause of many deaths. Symptoms include "pin-point pupils"; drowsiness, lethargy, and slurred speech; and an inability to concentrate. Related medications used to treat pain include oxycontin and oxycodone, methadone, and codeine. The abuse of painkillers ranks second only to the abuse of marijuana in the United States. Heroin users experience a higher rate of infectious disease due to a weakened immune system and sharing contaminated needles. Children can be born addicted or can become addicted as a result of heroin in the mother's breast milk.

## **Crystal Methamphetamine**

Crystal methamphetamine is a colorless, odorless, powerful, and highly addictive synthetic (man-made) stimulant. Crystal methamphetamine typically resembles small fragments of glass or shiny blue-white "rocks" of various sizes. Like powdered methamphetamine, crystal methamphetamine produces long-lasting euphoric effects. Crystal methamphetamine, however, typically has a higher purity level and may produce even longer-lasting and more intense physiological effects than the powdered form of the drug. Crystal methamphetamine use is associated with numerous serious physical problems. The drug can cause rapid heart rate, increased blood pressure, and damage to the small blood vessels in the brain, which can lead to stroke. Chronic use of the drug can result in inflammation of the heart lining. Overdoses can cause hyperthermia (elevated body temperature), convulsions, and death. Crystal methamphetamine users may experience episodes of violent behavior, paranoia, anxiety, confusion, and insomnia. The drug can produce psychotic symptoms that persist for months or years after an individual has stopped using the drug. Crystal methamphetamine users who inject the drug expose themselves to additional risks, including contracting HIV (human immunodeficiency virus). Methamphetamine users also risk scarred or collapsed veins, infections of the heart lining and valves, abscesses, pneumonia, tuberculosis, and liver or kidney disease.

## Depressants

Depressants are highly addictive; they are usually known as “downers.” A user may be drowsy and lethargic, suffer from memory loss, and have slurred speech. Many lawful drugs that have characteristics of depressants are from the family of drugs called barbiturates. More serious effects of the abuse of downers are liver damage, paradoxical anxiety and excited rage, coma, and death.

## Ecstasy (MDMA)

Also known as XTC, X, and E, Ecstasy is a mind-altering drug with hallucinogenic and speed-like side effects. Often used at raves, it is taken to promote loss of inhibition, excitability, euphoria, energy, and sexual stimulation. Ecstasy increases the amounts of serotonin in the user’s brain, which causes increased energy and euphoria; it also contains anti-coagulative properties, which can cause the user to bleed to death if injured. Ecstasy can also cause serious brain damage in a short time. Side effects of ecstasy include: depression, increased heart rate and blood pressure, muscle tension, nausea, blurred vision, faintness, chills, brain damage, organ damage, and death. Similar “designer drugs” include MDEA and MDA (also known as “Adam” and “Eve”).

## Ritalin

Methylphenidate (Ritalin) is a medication prescribed for individuals (usually children) who have an abnormally high level of activity or attention-deficit hyperactivity disorder (ADHD). It contains amphetamines and can be abused as a stimulant by those for whom it is not prescribed. When abused, the tablets are either taken orally or crushed and snorted. Some abusers dissolve the tablets in water and inject the mixture — complications can arise from injection as insoluble fillers in the tablets can block small blood vessels.

## GHB

Gamma-hydroxybutyrate is an intoxicating chemical with medical, recreational, and potentially dangerous uses. Its use is illegal for any purpose in the United States. Nicknamed the “date rape drug,” it is a clear liquid often mixed in drinks to promote relaxation or increased sociability. When taken, side effects can include: drowsiness, dizziness, vomiting, amnesia, decreased motor skills, slurring of speech, unrouseable sleep (coma), and death. GHB was used as a dietary supplement until banned by the FDA. GHB is now illegal in the United States. Common slang names for GHB are: G, Liquid X, GBH, Gamma-oh, Blue Verve, Grievous Bodily Harm, Goop, and EZLay.

## Drug Conviction Notification and Imposed Sanctions:

- Any employee or student must notify Paul Mitchell The School Merrillville of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such a conviction.
- Within 30 days after receiving notice of an employee or student conviction, Paul Mitchell The School Merrillville will impose corrective measures on the employee or student convicted of drug abuse violations in the workplace by:
  - ① Taking appropriate action against the employee or student up to and including expulsion or termination of employment and referral for prosecution and/or
  - ② Requiring such employee or student to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

## Laws Relating to Drug Violations:

Attached is a list of violation codes associated with the unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance. Any employee or student violating any of the described laws of the Health and Safety Code or the Business and Professional Code could be subject to fines and imprisonment.

### Where can students go for help?

Northwest Indiana Treatment Center  
8500 Broadway  
Merrillville, IN 46410  
(219) 769-7710

### Where can staff go for help?

Northwest Indiana Treatment Center  
8500 Broadway  
Merrillville, IN 46410  
(219) 769-7710

## Drug Abuse and Addiction Information and Treatment Centers

- Harm Reduction Therapy Clinic (866) 726-3478
- National Institute on Drug Abuse (301) 443-1124
- Alcohol Abuse (866) 726-3478
- Alcoholics Anonymous World Services (219) 844-6695
- National Institute of Alcohol Abuse and Alcoholism (301) 443-1124
- Rapid Detox (888) 848-3291
- Treatment Access Services (317) 941-4000
- Alcoholics Anonymous (AA) 219) 844-6695
- ACOA (Adult Children of Alcoholics) <http://www.meeting.adultchildren.org>
- AL-NON (Family and Friends of Alcoholics) (888) 425-2666
- The Center for Substance Abuse Treatment and Referral Hotline: (800) 662-HELP (4357)

Paul Mitchell The School Merrillville has additional referrals you can contact.

## Policy Distribution Procedures:

Paul Mitchell The School Merrillville Drug-Free Workplace Policy will be distributed to all employees and students on an annual basis using the following procedure:

- Students will receive a copy of the Drug-Free Workplace Policy at the time of initial enrollment. The enrollment agreement signed by every student will acknowledge receipt of the Drug-Free Workplace Policy.
- Staff employees will receive a copy of the Drug-Free Workplace Policy with the initial employment agreement. It will be read, and the signature page will be returned with the employment agreement. Annually, the human resources department will be responsible for distributing the policy to current staff employees.

## Biennial Review

The school conducts a biennial review of its Drug-Free Workplace Policy to determine the program's effectiveness, any needed changes, the number of drug- and alcohol-related violations and fatalities, and the number and type of sanctions imposed. Contact the School Director to request a copy of the biennial review

Federal Trafficking Penalties\*

Drug/Schedule	Quantity	Penalties	Quantity	Penalties
Cocaine (Schedule II)	500–4,999 grams mixture	<p><b>First offense:</b> Not less than five years, and not more than 40 years. If death or serious injury, not less than 20 years or more than life imprisonment. Fine of not more than \$2 million if an individual, \$5 million if not an individual.</p> <p><b>Second offense:</b> Not less than 10 years, and not more than life imprisonment. If death or serious injury, life imprisonment. Fine of not more than \$4 million if an individual, \$10 million if not an individual.</p>	5 kilograms or more mixture	<p><b>First offense:</b> Not less than 10 years, and not more than life imprisonment. If death or serious injury, not less than 20 years or more than life imprisonment. Fine of not more than \$4 million if an individual, \$10 million if not an individual.</p> <p><b>Second offense:</b> Not less than 20 years, and not more than life imprisonment. If death or serious injury, life imprisonment. Fine of not more than \$8 million if an individual, \$20 million if not an individual.</p> <p><b>Two or more prior offenses:</b> Life imprisonment</p>
Cocaine Base (Schedule II)	28–278 grams mixture		279 grams or more mixture	
Fentanyl (Schedule II)	40–399 grams mixture		400 grams or more mixture	
Fentanyl Analogue (Schedule I)	10–99 grams mixture		100 grams or more mixture	
Heroin (Schedule I)	100–999 grams mixture		1 kilogram or more mixture	
LSD (Schedule I)	1–9 grams mixture		10 grams or more mixture	
Methamphetamine (Schedule II)	5–49 grams pure or 50–499 grams mixture		50 grams or more pure or 500 grams or more mixture	
PCP (Schedule II)	10–99 grams pure or 100–999 grams mixture	100 grams or more pure or 1 kilogram or more mixture		
Penalties				
Other Schedule I and II Drugs (and any drug product containing Gamma Hydroxybutyric Acid)	Any amount	<p><b>First offense:</b> Not more than 20 years. If death or serious injury, not less than 20 years, or more than life imprisonment. Fine \$1 million if an individual, \$5 million if not an individual.</p> <p><b>Second offense:</b> Not more than 30 years. If death or serious injury, not less than life imprisonment. Fine \$2 million if an individual, \$10 million if not an individual.</p>		
Flunitrazepam. (Schedule IV)	1 gram or more			
Other Schedule III Drugs	Any amount	<p><b>First offense:</b> Not more than five years. Fine not more than \$250,000 if an individual, \$1 million if not an individual.</p>		
Flunitrazepam. (Schedule IV)	30 to 999 milligrams	<p><b>Second offense:</b> Not more than 10 years. Fine not more than \$500,000 if an individual, \$2 million if not an individual.</p>		
Other Schedule III Drugs	Any amount	<p><b>First offense:</b> Not more than three years. Fine not more than \$250,000 if an individual, \$1 million if not an individual.</p>		
Flunitrazepam. (Schedule IV)	Less than 30 milligrams	<p><b>Second offense:</b> Not more than six years. Fine not more than \$500,000 if an individual, \$2 million if not an individual.</p>		
All Schedule V Drugs	Any amount	<p><b>First offense:</b> Not more than one year. Fine not more than \$100,000 if an individual, \$250,000 if not an individual.</p> <p><b>Second offense:</b> Not more than two years. Fine not more than \$200,000 if an individual, \$500,000 if not an individual.</p>		

Drug	Quantity	First Offense	Second Offense
Marijuana	1,000 kilograms or more mixture; or 1,000 or more plants	<ul style="list-style-type: none"> <li>• Not less than 10 years, not more than life imprisonment.</li> <li>• If death or serious injury, not less than 20 years, not more than life imprisonment.</li> <li>• Fine not more than \$4 million if an individual, \$10 million if other than an individual.</li> </ul>	<ul style="list-style-type: none"> <li>• Not less than 20 years, not more than life imprisonment.</li> <li>• If death or serious injury, mandatory life imprisonment.</li> <li>• Fine not more than \$8 million if an individual, \$20 million if other than an individual.</li> </ul>
Marijuana	100 kilograms to 999 kilograms mixture; or 100 to 999 plants	<ul style="list-style-type: none"> <li>• Not less than five years, not more than 40 years.</li> <li>• If death or serious injury, not less than 20 years, not more than life imprisonment.</li> <li>• Fine not more than \$2 million if an individual, \$5 million if other than an individual.</li> </ul>	<ul style="list-style-type: none"> <li>• Not less than 10 years, not more than life imprisonment.</li> <li>• If death or serious injury, mandatory life imprisonment.</li> <li>• Fine not more than \$4 million if an individual, \$10 million if other than an individual.</li> </ul>
Marijuana	more than 10 kilograms hashish; 50 to 99 kilogram mixture more than 1 kilogram of hashish oil; 50 to 99 plants	<ul style="list-style-type: none"> <li>• Not more than 20 years.</li> <li>• If death or serious injury, not less than 20 years, not more than life imprisonment.</li> <li>• Fine \$1 million if an individual, \$5 million if other than an individual.</li> </ul>	<ul style="list-style-type: none"> <li>• Not more than 30 years.</li> <li>• If death or serious injury, mandatory life imprisonment.</li> <li>• Fine \$2 million if an individual, \$10 million if other than an individual.</li> </ul>
Marijuana	1 to 49 plants; less than 50 kilogram mixture	<ul style="list-style-type: none"> <li>• Not more than five years.</li> <li>• Fine not more than \$250,000, \$1 million if other than an individual.</li> </ul>	<ul style="list-style-type: none"> <li>• Not more than 10 years.</li> <li>• Fine \$500,000 if an individual, \$2 million if other than an individual.</li> </ul>
Hashish	10 kilograms or less		
Hashish Oil	1 kilogram or less		

\* From the U.S. Drug Enforcement Administration



## STUDENT AND EMPLOYEE ANTI-HARASSMENT AND DISCRIMINATION POLICY

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

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

### Definitions

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

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

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

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

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

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

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

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

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

## **Prohibited Conduct**

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

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

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

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

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

## Complaint/Grievance Procedure

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

If you believe that you have experienced or witnessed harassment or sexual violence, notify your Learning Leader, supervisor, Paul Mitchell The School Merrillville 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 Merrillville 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 Merrillville Owner if the complaint involves an employee. In order to facilitate the investigation, your complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. A sex discrimination complaint should be filed within 180 days from the date of the alleged discriminatory incident. Upon receiving any report of discrimination, including harassment, regardless of the filing date or when the school receives notice, the school will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the student, and on others, if appropriate. All documentation pertaining to the complaint/grievance will be confidential. The complaint/grievance once received will be maintained in the student's and/or employee's permanent file, which has limited staff access, this includes verbal complaints.

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

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

<b>Title IX Coordinator:</b> Stephanie Shultz - School Director 125 Clippert St. Ste. C Merrillville, MI 48912 (517) 333-3433 stephanies@Merrillville.paulmitchell.edu	<b>School Owner: (for complaints involving employees)</b> Paul Maly 125 Clippert St. Ste. C Merrillville, MI 48912 (517) 333-3433 pmaly@manocoblue.com
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Paul Mitchell The School Merrillville 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 Merrillville's grievance procedures operate. Because complaints can also be filed with the School Owner, these employees also receive training on Paul Mitchell The School Merrillville's grievance procedures.

## Investigation of Complaints

In response to all complaints, Paul Mitchell The School Merrillville 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 Merrillville 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 Merrillville 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 Merrillville will evaluate whether it is more likely than not that the alleged conduct occurred. Both parties will receive written notice of the outcome of the complaint within 60 days of receipt of complaint. Written notice will include:

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

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

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

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

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

### **Retaliation Prohibited**

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

## SEXUAL HARASSMENT POLICY

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

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

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

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

Sexual harassment may include but is not limited to:

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

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

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

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

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

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

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

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

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

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

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

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

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

## COPYRIGHT MATERIAL POLICY FOR PAUL MITCHELL THE SCHOOL

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

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

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

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

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

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



## **SOCIAL NETWORKING POLICY**

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

Paul Mitchell The School Merrillville does not permit ethnic slurs, personal insults, obscenity, and intimidation, cyber bullying or engaging in conduct that would be unbecoming of a Paul Mitchell Future Professional and misrepresent Paul Mitchell culture. Paul Mitchell The School Merrillville 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:

**Indiana Professional Licensing Agency**  
**Attn: State Board of Cosmetology Examiners**  
402 W. Washington Street, Room W072  
Indianapolis, IN 46204  
(317) 234-3031

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

## **GRIEVANCE POLICY**

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

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

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

## **SCHOOL ADMINISTRATION AS OF APRIL 2017**

**Owners:** Excel Salon Products Inc.

**Director of Education:** Paul Maly

**Director or Financial Aid:** Michelle Laing

**Director:** Stephanie Shultz

**Financial Aid Leader:** Jennifer Laabs

**Service Desk:** Natalie Reyes

**Education Leader:** Ashley Palansky

**School Faculty:**

**Cosmetology Learning Leaders:**

**Ashley Palansky - Learning Leader Full-time**

Cosmetologist, and licensed Instructor  
Excel Academies of Cosmetology  
BC20500478 expires 8/01/2020  
CI20602133 expires 08/01/2020  
Ashley is the Education Leader and Phase 2 Specialist.

**Daniel Reyes - Learning Leader Full-time**

Cosmetologist and Licensed Instructor  
Excel Academies of Cosmetology  
BC21011436 expires 8/01/17  
CI21100079 expires 8/01/19  
Danny is our Cutting, Makeup and Skin specialist.

**Sarah Watts - Learning Leader Full-time**

Cosmetologist, and licensed Instructor  
Cosmetology Training at Regency and Instructor Training from Excel Academies of Cosmetology.  
CI2160020 expires 8/01/2019  
BC21500433 expires 8/01/18  
Sarah is our Core and Protege Specialist.

**Amber Simpson - Learning Leader Full-time**

Cosmetologist, and licensed Instructor

Excel Academies of Cosmetology

BC21500609 expires 8/01/18

CI21600040 expires 8/01/19

Amber is our Texture Specialist and Nail Specialist.

**Tanisha Williams - Learning Leader Full-time**

Cosmetologist, and licensed Instructor

Excel Academies of Cosmetology

BC21500611 expires 08/01/18

CI21600056 expires 08/01/20

Tanisha is our newest member and is our Theory Specialist.