WE ARE **PAUL MITCHELL SCHOOLS**

2026 CATALOG







Paul Mitchell the School NYC
187 New Dorp Ln.Staten Island, NY 10306
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ADMISSIONS@NYC.PAULMITCHELL.EDU

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MISSION STATEMENT

Our Mission: To provide a quality educational system to prepare students to pass the state board examination and gain employment within their chosen field of study.

Our Vision: When people come first, success will follow.

Our Core Values:

- Fostering the principles of fairness, equity, inclusion, anti-racism and social justice
- Celebrating diversity, bringing out the best in people, and giving back locally and globally
- Pursuing excellence in every aspect of a Paul Mitchell education.

SCHOOL FACILITIES

Our programs offer the challenge of a stimulating and rewarding career. Paul Mitchell the School NYC is fully equipped to meet all the demands of modern hair and skin care, while at the same time providing a high-tech atmosphere and attitude for progressive personal development. The facilities is 7000 square feet and include student lounge and lockers, client reception and work areas, management offices, private classrooms, workstations, and equipment.

Paul Mitchell the School NYC's main floor is handicap accessible and is equipped with one (1) handicap restroom and drinking fountain.

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

HOURS OF OPERATION

Tuesday - Friday: 9:00 am to 10:00 pm

Saturday: 9:00 am to 4:30 pm

Closed Sunday

The school director is Peggy Lee Cao and/or Diana Varvaro, they can be reached in person or by calling 718-979-9001, or by mail at 187 New Dorp Ln., Staten Island, NY 10306.

ADMINISTRATION/OWNERSHIP

CMG New York, LLC dba Paul Mitchell the School NYC, is an independently owned and operated franchisee of Paul Mitchell Advanced Education, LLC.

SCHOOL ADMINISTRATION

Owners: CMG New York, LLC.

Owner: Alee Cao

Owner: Peggy Lee Cao

School Director: Diana Varvaro

Admissions Leader: Diana Varvaro

Operations Leader: Annemarie Miller

Financial Service Advisor: Annemarie Miller

Education Leader / Future Professional Advisor: Diana Varvaro

COSMETOLOGY LEARNING LEADERS

Jane Arbitrio: NYSED Cosmetology Instructor License #22AR0204994

Diana Varvaro: NYSED Cosmetology Instructor License #22VA1377567

Nadia Jorch: NYSED Cosmetology Instructor License # AEC-22-06394

Marcella Sferrazza: NYSED Cosmetology Instructor License # 30326-27563

Jacqueline Bonventre: NYSED Cosmetology Instructor License # AEC-22-10889

Marie Accardi: NYSED Cosmetology Instructor License #32061-17404

Farraw Gonzalez, NYSED Cosmetology Instructor License, (AEC-23-01610)

ESTHETICS LEARNING LEADERS

Christine Falco: NYSED Esthetics Instructor License #AEE-19-05432

AGENT LICENSES

Diana Varvaro - NYSED Agent License #12561-8823

Peggy Lee Cao - NYSED Agent License #12561-8290

ADMISSIONS

ADMISSION REQUIREMENTS - SECONDARY EDUCATION AND EQUIVALENTS

To qualify for admission to Paul Mitchell The School NYC, a prospective student must demonstrate that they are academically prepared to be successful. A prospective student must be able to provide verifiable documentation to support that they have a high school diploma, recognized equivalency and/or those who are beyond the age of compulsory school attendance in the State where the institution is located prior to being accepted. To meet that requirement, prospective students must:

- Have a high school diploma (this can be from a foreign school if it is equivalent to a U.S. high school diploma); or
- Have a recognized equivalent of a high school diploma, such as a general educational development (GED) certificate or other state sanctioned test or diploma-equivalency certificate like HiSet; or
- Have completed homeschooling at the secondary level as defined by state law; or
- Have completed secondary school education in a homeschool setting which qualifies for an exemption from compulsory attendance requirements under state law, if state law does not require a homeschooled student to receive a credential for their education; or
- Have successfully completed at least a 60 semester or trimester credit hours or 72 quarter credit hours that does not result in awarding of an associate's degree, but that is acceptable for full credit toward a bachelor's degree at any institution.

The school does not accept ability to benefit (ATB) students.

VERIFICATION AND VALIDATION PROCEDURES

If the school or the Department of Education has any reason to believe that the diploma is not valid or was not obtained from an entity that provides secondary school education, the school will proceed with the two-step validity process. The validity process requires:

1. The school will check with the high school to confirm the validity of the student’s diploma by collecting documentation from the high school that confirms the validity of the high school diploma, including transcripts or other written descriptions of course requirements, or written and signed statements by principals or executive officers at the high school attesting to the rigor and quality of the coursework at the high school;
2. If the high school is regulated or overseen by a state agency, Tribal agency, or Bureau of Indian Education, confirm with the relevant department or agency in the state in which the secondary school is located or obtain documentation from that agency that the secondary school is recognized or meets requirements established by that agency;
3. If the Secretary has published a list of high schools that issued invalid high school diplomas, the school will confirm that the high school does not appear on that list.
   A high school diploma is not valid if it:
   i. Does not meet the applicable requirements established by the appropriate state agency, Tribal Agency, or Bureau of Indian Education in the state where the high school is located;
   ii. Has been determined to be invalid by the Department of Education, the appropriate state agency in the state where the high school was located, or through a court proceeding; or iii. Was obtained from an entity that requires little or no secondary instruction or coursework to obtain a high school diploma, including through a test that does not meet the requirements for a recognized equivalent of a high school diploma.

If the School is unable to determine validity of the high school diploma, state-recognized equivalency, or any other submitted documentation to fulfill the schools admissions high school education and equivalents requirement, then the prospective student will not be accepted to the school.

Acceptance for enrollment is contingent upon the accepted student's continued demonstration of professional conduct and adherence to institutional standards. Paul Mitchell The School NYC reserves the right to rescind an offer of acceptance at its sole discretion prior to the student's class start date.

ADMISSION PROCEDURE

The following admissions procedures apply to all new and transfer students. Transfer students are required to complete additional requirements if they would like their prior academic coursework to be considered for the awarding of transfer credits (please see the Transfer Students section of the catalog).

1. **Complete an Application Form:** Complete and submit the application for admissions. The application for admissions may be obtained from an admissions advisory at Paul Mitchell The School NYC.
2. **Pay the Application Fee:** A application fee of $100.00 can be paid in the form of credit or debit card, check or money order, payable to Paul Mitchell The School NYC. An application for admissions cannot be processed until the application fee is received. The application fee is not included in the cost of tuition and must be paid prior to being admitted to the school. The school may opt to waive the application fee for students who transfer from a school that has closed without notice.
3. **Interview:** All Applicant must complete an interview with the admissions advisor.
4. **Provide Proof of Identity:** Applicants are required to provide proof of identification as part of the application of admission process. The school will maintain a copy of the identification presented as part of the student's admission file.
   Acceptable forms of photo identification include:
   - Government-issued driver's license
   - Government-issued non-driver ID card
   - Government-issued passport
   - Government-issued military or national identification card (consular, permanent resident card, Immigrant visa card, employment authorization card)
   - Tribal photo ID (no photocopies accepted)

   Photo IDs must contain:
   - Applicant student's full name
   - Match the name used in the application
   - Contain a photograph of the applicant
   - Be an original document
   - Be current and valid (expired documents are not acceptable)
5. **High School or Equivalent Verification Documents:** Applicants must demonstrate that they meet the High School requirements. The school considers a high school diploma, high school transcripts, GED certificate, GED transcript or high school equivalency certificate valid if granted by a high school or agency/program accredited or recognized by a state department of education (e.g. The State of New York Department of Education).
   A student's self-certification is not sufficient to validate a high school diploma or high school equivalency certificate or that they have completed secondary school through homeschooling as defined by state law.
   If we determine that your diploma or high school equivalency diploma is not valid you will be denied admission to the school.

Applications who have completed their high school requirements early, but the high school does not formally issue the high school diploma until a later time must submit a signed and dated statement by an official from the high school attesting that the student has completed all of the required coursework and has successfully passed any required proficiency examinations for the high school diploma. The statement must include the date when the actual high school diploma will be issued.

Students who are homeschooled must be able to demonstrate and document that they meet their states high school graduation requirements. Secondary school education at a homeschool is valid if their secondary school education was in a homeschool that state law treats as a home or private school (see https://hslda.org/legal for requirements

for each state). Applicants who completed homeschooling must submit their high school transcripts for review and evaluation.

Applicants who received their high school diploma in another country are required to submit their official high school transcripts to a foreign credentialing evaluation service.

Please note the document must be translated into English by a certified translator and accompanied by an evaluation of a credentialed evaluation service certifying it is equivalent to a U.S. high school diploma. We can accept credentials translated and evaluated by any agency under NACES. A list of approved agencies is located at NACES (National Association of Credential Evaluation Services) under: https://www.naces.org/members. We must receive a credential report directly from the evaluation services. Copies will not be accepted. Applicants are responsible for paying the costs of the translation and evaluation.

Applicants who have successfully completed at least a two-year college-level program that did not result in the awarding of an associate degree must submit official college transcripts demonstrating successful completion of at least 60 semester or trimester credits hours or 72 quarter credit hours that is acceptable for full credit towards a bachelor's degree at an institution.

Applicants who have successfully completed an associate degree or bachelor's degree may show completion of the degree by providing the degree or official transcripts.

Note that merely possessing a certificate of attendance and/or high school completion is not sufficient for a student to be Title IV aid eligible.

Any high school that meets the above definition for a diploma mill, will not be recognized as a valid high school for admissions or Title IV aid purposes.

Paul Mitchell The School NYC does not recruit students who are already enrolled in a similar program at another institution.

Admitted students who would like to request a reasonable accommodation under the Americans with Disabilities Act should contact the ADA Compliance Coordinator.

Paul Mitchell The School NYC accepts re-entry students if they qualify. Please review the re-entry policy for specific requirements.

Once an applicant has completed the process to apply to the school, the admissions team and director reviews each applicant and their required application materials to determine if the applicant will be admitted.

The applicant will be notified of the decision in writing.

If the applicant is admitted, they will be notified of the next steps to enroll in their academic program.

Applicants who wish to appeal a denial decision must submit a written appeal to the School Director. The Director will review the reasons for denial and may conduct a secondary interview or provide a written response within thirty (30) days of receiving the appeal. Appeals will not be considered if the denial is based on failure to meet minimum education requirements or on the submission of false information during the admissions process.

Acceptance for enrollment is contingent upon the accepted student's continued demonstration of professional conduct and adherence to institutional standards. Paul Mitchell The School NYC reserves the right to rescind an offer of acceptance at its sole discretion prior to the student's class start date.

APPLICANTS WITH NON-IMMIGRANT VISAS AND INTERNATIONAL STUDENTS

Applicants with non-immigrant visas should be aware of the following:

- Federal financial aid is not available to an applicant with a non-immigrant visa.
- An individual must be authorized to work in the United States to take the state licensure exam.

INTERNATIONAL STUDENT POLICY

All International Students must set up a "check-in" appointment to meet one-on-one with the school director within 7 calendar days following an arrival in the U.S.

During this appointment, we we accomplish the following:

- I-94: The Director or the designated school team will show the student how to print their own I-94 which they should do after each time they travel. Make sure they know to look for the “M-1” and make note of the Admit Until date on the I-94.
- M1: Students must bring their passport to the appointment so we can identify the stamped page and a written “M-1” by the CBP officer, showing the Admit Until date. This stamp serves as backup confirmation of their admission in M-1 status. The school will copy the page that includes the stamp for their record. The school will also make a copy of the newly issued M-1 visa page in the passport and a copy of the passport bio page.
- I20: The school will make a copy of the fully signed I-20 **that includes the student’s signature.**
- Travel Endorsement: The school will show the student how the school would provide the student with a travel endorsement signature on page 2 of their I-20 for possible travel during the school year. Please be reminded to let the school know your travel dates before you depart. You would also want to print a new I-94 upon your return

RE-ENROLLMENT STUDENTS

HOW TO START THE PROCESS

A withdrawn student who wishes to re-enroll in their program should contact the school's admission advisor. Students may re-enroll after 7 days, subject to Director approval.

THE RE-ENTRY FEE

A $100.00 re-enrollment fee applies to all re-enrolling students, unless a re-enrollment agreement was signed at the time of withdrawal. The fee:

- Must be paid prior to re-enrollment
- Cannot be paid with federal financial aid
- Is waived for members of the U.S. Armed Forces (see below)

REQUIREMENTS BY TIMEFRAME

Requirements differ depending on how long it's been since the student's last date of attendance.

RE-ENROLLING WITHIN 180 DAYS OF THE STUDENTS' LAST DATE OF ATTENDANCE

- Pay all outstanding tuition, fees, and overtime expenses or make satisfactory payment arrangements. Please note, overtime expenses cannot be paid with federal financial aid.
- Previous tuition payments will be credited to the student’s balance based upon the original contracted cost for the program.
- Pay the $100.00 re-entry fee (unless a re-enrollment agreement was signed prior to withdrawing).

RE-ENTRY AFTER 180 DAYS (PAST SIX (6) MONTHS) WITHOUT A LEAVE OF ABSENCE (LOA)

- A new enrollment agreement must be completed and executed by the school's Licensed Agent and the student.
- Evaluation using a written evaluation to determine the student's ability to master instructional material in the course and/or curriculum.
- Pay all outstanding tuition, fees, and overtime expenses or make satisfactory payment arrangements. Please note, overtime expenses cannot be paid with federal financial aid.
- Tuition will be assessed at the current hourly rate.
- Students are required to purchase a kit if their current kit is not complete. Any missing kit items must be purchased.
- Submit a re-enrollment essay that demonstrates their commitment to completing the program.

ATTENDANCE REQUIREMENT

Re-enrolling students who had less than 100% attendance at the time they withdrew have 60 calendar days after re-entry to bring their attendance up to institutional requirements. This applies regardless of which timeframe above the student falls into.

ACADEMIC STANDING

Students who re-enroll the program are placed in the same Satisfactory Academic Progress (SAP) standing they held when they left the school.

DECISION & NOTIFICATION

The decision to permit re-entry is at the sole discretion of Paul Mitchell The School NYC. All students will be notified in writing of the outcome of their re-enrollment request.

MILITARY SERVICE MEMBERS

Members of the U.S. Armed Forces — including reserve components of the National Guard — will be readmitted to their former program if they notify the admission team that their withdrawal was due to military service. Paul Mitchell The School NYC will make every reasonable effort to accommodate service members requesting an absence for this reason. The $100.00 re-enrollment fee is waived for these students.

TRANSFER OF CREDIT POLICIES

TRANSFER STUDENTS - STUDENTS ENTERING THE SCHOOL

Paul Mitchell The School NYC will accept transfer hours from other schools based on an evaluation of the student's comprehension of the course material and the applicability of the courses to the student's intended academic program at the school.

Transfer students are assessed tuition at the current per hour rate. Current tuition rate information is located in the "Costs of Tuition and Supplies" section of the catalog.

At the school's sole discretion, a student may be permitted to transfer in more hours from a non-Paul Mitchell School than is described in the policy below, if the student is transferring from a school that has closed without notice and the student can demonstrate the appropriate course knowledge.

At the school's sole discretion, a VA student may be permitted credits for service in the armed forces, paid or unpaid employment, or other demonstrated competency based on a evaluation of the student's comprehension of the course material and the applicability of the courses to the student's intended academic program at the school.

TRANSFER OF CREDIT POLICY

COSMETOLOGY

Cosmetology students transferring from another Paul Mitchell School:
If transferring from another Paul Mitchell School, a maximum of 500 hours will be accepted. To determine how many transfer hours the school accepts is based on passing a practical and written test and what is allowed by state board. All cosmetology transfer students must complete a minimum of 500 hours.

Cosmetology students transferring from a non-Paul Mitchell School:
A maximum of 200 hours will be accepted. To determine how many transfer hours the school accepts is based on passing a practical and written test and what is allowed by state board. All cosmetology transfer students must complete a minimum of 800 hours.

- Pass a practical test with a minimum of 80% on the following criteria:
    - Demonstrate State Board Sanitation and Disinfection
    - Finger Wave with 6 pin-curls
    - Color and Lightener Applications (Must perform four)

- Permanent Wave (10 rods)
- Chemical relaxer applications (virgin, re-touch)
- Marcel iron work demonstrating the three base curl placements
- Haircut, style and finish of your choice (to complete on a doll head or model)

- Pass a written exam with a minimum of 80% passing

ESTHETICS

Esthetics students transferring from a Paul Mitchell or non-Paul Mitchell school, 0 (zero) hours will be accepted.

NAIL CARE, MAKEUP, AND WAXING PROGRAM

Makeup and waxing students transferring from a Paul Mitchell or non-Paul Mitchell school, 0 (zero) hours will be accepted.

*****This makeup program is not accredited or approved by National Accrediting Commission of Career Arts & Sciences, Inc. (NACCAS), does not lead to licensure.***

*****This nail care, makeup, and waxing programs are not eligible for Title IV funding.***

TRANSFER OF CREDIT - CREDIT EARNED AT ANOTHER INSTITUTION

Paul Mitchell The School NYC may accept transfer clock hours or credits for courses completed at another institution.

A student must notify the Admissions team at the time of beginning the admissions process if requesting such credit. An official transcript is required for each school a student attended. The school will review course descriptions and any transcripts provided by the student to arrive at a final decision.

Courses taken at another institution must be accredited by an agency recognized by either the U.S. Department of Education or Council for Higher Education Accreditation (CHEA).

To transfer credit, the student must do the following:

- Inform the Admissions Leader during the application process requesting to transfer credit
- Provide official transcripts from previous attended school 7 days prior to signing the enrollment agreement (exceptions may be granted for extenuating circumstances)

Acceptance of transfer credit is at the sole discretion of the school. In addition, the institution does not have articulation agreements and does not give credit for experiential learning.

TRANSFERABILITY OF CREDIT - CREDIT EARNED AT THE SCHOOL

The transferability of hours you earn at Paul Mitchell The School NYC is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the diploma you earn in Cosmetology and Esthetics is also at the complete discretion of the institution to which you may seek to transfer.

If the hours or diploma that you earn at this institution are not accepted at the institution to which you seek to transfer, you may be required to repeat some or all of your coursework at that institution. For this reason, you should make certain that your attendance at this institution will meet your educational goals. This may include contacting an institution to which you may seek to transfer after attending Paul Mitchell Schools to determine if your hours or diploma will transfer.

Students may request an official current transcript from the school, at any time during or after withdrawal and graduation (Fees may apply, check the school's Fee Schedule located in this catalog).

STATE LICENSING REQUIREMENT AND DISCLAIMER

NEW YORK 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 Department of State, Division of Licensing Services to deny licensure. The Department of State, Division of Licensing Services 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 NYC is not responsible for students denied licensure.

NEW YORK LICENSING REQUIREMENTS

Applicants are required apply for their license on the New York State e-Licensing system. You must have a NY.gov ID account. If you do not have an account, you should go to the MY NY.gov Online Services page to sign up for an account.

COSMETOLOGY

To apply for a **Cosmetology license**, you must: **https://dos.ny.gov/become-cosmetologist**

- Be 17 years old
- Complete a 1,000 hour approved course of study and pass both the New York State written and practical examinations. The affirmation of New York State Approved Schooling section of the application must be completed by your school director as proof of successful completion.
- Be examined by a physician, physician's assistant or nurse practitioner. The **physician, physician's assistant or nurse practitioner** must complete and date the Health Certification section of the application. You must submit your application within 30 days after the health certification is signed and dated.

There are several ways to apply for a license:

New York State Education and Examinations *(eligible for temporary license)*
You must complete a 1,000-hour approved course of study and pass both the New York State written and practical examinations to get a license to operate in this state. As proof of successful completion of schooling, you must have the **Affirmation of New York State Approved Schooling section** of the application completed by your school director.

Effective June 17, 2020, all operator applicants qualifying based on the completion of NYS education must complete a 1- hour course on Domestic Violence and Sexual Assault Awareness. Visit **https://dos.ny.gov/domestic-violence-and-sexual-assault-awareness-training** to complete the course before submitting your application.

After your application is reviewed and accepted, you will receive information that explains the exam process in detail.

ESTHETICS

To apply for an **esthetics license** you must: **https://dos.ny.gov/esthetics**

- Be 17 years old
- Complete a 600 hour approved course of study and pass both the New York State written and practical examinations. The affirmation of New York State Approved Schooling section of the application must be completed by your school director as proof of successful completion.
- Be examined by a physician, physician's assistant or nurse practitioner. The **physician, physician's assistant or nurse practitioner** must complete and date the Health Certification section of the application. You must submit your application within 30 days after the health certification is signed and dated.

There are several ways to apply for a license:

New York State Education and Examinations *(eligible for temporary license)*

You must complete a 600-hour approved course of study and pass both the New York State written and practical examinations to get a license to operate in New York state. As proof of successful completion of schooling the **Affirmation of New York State Approved Schooling section** of the esthetics application must be completed by your school director.

Effective June 17, 2020, all operator applicants qualifying based on the completion of NYS education must complete a 1- hour course on Domestic Violence and Sexual Assault Awareness. Visit https://dos.ny.gov/domestic-violence-and-sexual-assault-awareness-training to complete the course before submitting your application.

After your application is reviewed and accepted, you will receive information that explains the exam process in detail.

DISCLOSURE FOR PROGRAMS LEADING TO LICENSURE

The following programs offered at Paul Mitchell The School NYC lead to licensure in the state of New York: cosmetology, esthetics, and makeup. We have compiled a list of all states that require licensure for the program you are interested in enrolling. We have identified whether the institution's program curriculum meets, does not meet, or a determination has not been made yet, for other state's individual state educational requirements for professional licensure. This information can be located on the school's https://paulmitchell.edu/nyc website, as well as you will receive a copy in the school's admissions packet, prior to touring the school.

Please note that the school you are planning on attending has only had their curriculum evaluated by the state that you are attending school in, which meets the state's requirements for licensure and practice. In determining whether your program of study is acceptable in another state, each state board reviews the number of clock hours you attended in your home state, the subject areas and practical experiences you completed, as a part of the process of determining what, if any, additional requirements you may have to meet in order to be licensed in their state. We encourage all graduates who are considering becoming licensed in another state to first take the licensure exam in their home state, which will make it easier to transfer into another state. If you are not licensed by your home state, the state you are considering getting licensed in may require you to take additional training to meet their state minimum hour requirements and/or take their state licensure exam. State boards do not evaluate the curriculum of schools located in other states, but do, in most cases, recognize training from other states in order to transfer their license.

If, at any time, the program you are enrolled in, ceases to meet the educational requirements for licensure in the state where the student is located, the school will provide written notice directly to the student in writing within 14 calendar days of making that determination.

HOLIDAY AND SCHOOL CLOSURES

Holiday and School Closures	**2026 Dates**
New Year's Day	January 1-2, 2026
Independence Day	July 4, 2025
Memorial Day	N/A
Thanksgiving Day	November 26-27, 2026
Christmas Eve	December 24, 2025
Christmas Day	December 25, 2026
New Year's Eve	December 31, 2026 - January 1, 2027
Staff Meeting Days	TBD
Staff Meeting Nights	January 6. February 3, March 3, April 7, July 4, August 4, November 3, December 1
Staff Training Days	N/A

COLLEGE CREDIT - DISCLAIMER STATEMENT

Licensed private career schools offer curricula measured in clock hours, not credit hours. Certificates of completion, i.e., school diplomas, are issued to students who meet clock hour requirements. The granting of any college credit to students who participated in and/or completed a program at a licensed private career school Is solely at the discretion of the institution of higher education that the student may opt to subsequently attend.

FUTURE PROFESSIONAL INFORMATION

CONSTITUTION DAY

Constitution Day was established by Congress in an effort to increase knowledge about the United States Constitution. The amendment, proposed by Senator Robert C. Byrd, was passed in December 2004, and requires all educational institutions to commemorate Constitution Day by offering education and programs each year on September 17 (or in the preceding or following week if the date falls on a Saturday, Sunday, or holiday).

Constitution Day commemorates September 17, 1787, the signing of the United States Constitution. The Constitution established America's national government and fundamental laws and guaranteed certain basic rights for its citizens.

Constitution Day also serves as a reminder to participate in the political process by exercising our right to vote.

The school celebrates Constitution Day with an event and promotes awareness of the U.S. Constitution and voter registration information to all present.

This year's Constitution Day will be celebrated on Thursday, September 17, 2026.

To view an interactive version of the U.S. Constitution, go to the National Constitution Center at https://constitutioncenter.org/.

For more information about voting, go to voter resources at https://www.eac.gov/.

EDUCATION GOALS

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

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

FUTURE PROFESSIONAL ADVISORY POLICY

As future beauty industry professionals, it is essential that students learn and model the behavioral standards of the industry. Paul Mitchell The School NYC expects students to maintain acceptable standards of behavior on campus and satisfactory educational progress in their coursework. To support students' personal and professional development, Paul Mitchell The School NYC has identified five overarching principles for student conduct:

- **Attendance and Documentation of Time Guidelines:** Attendance, promptness, and documentation of work are cornerstones of successful work practices.
- **Professional Image Standards:** Professional image standards were created to provide guidance and direction to Future Professionals as they develop their professional image and persona.
- **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.

- **Communication Guidelines and Professional Conduct:** It is the school's responsibility to provide a learning environment that is professional, positive, and conducive to learning. Staff and all contribute to a mutually respectful learning environment that fosters effective communication and professional conduct.
- **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 professionals and committed learners. Positive behavior is required to create a mutually beneficial learning environment for all students.

To ensure that the school's culture embodies these principles, students will be coached for noncompliance with any of the items listed below. These coaching opportunities will be documented on the Future Professional Advisory Form.

If a student receives five (5) coaching sessions, they may receive a suspension of five (5) scheduled school days. On the student's fifth coaching session, the Future Professional Advisor will create a plan of action to be followed. After a student has received a five-school-day suspension, the student may only receive two (2) more coaching sessions. On the seventh coaching session, the student may be terminated from the school. If behavior is sufficiently severe or repeated, a student may be terminated without notice, even if the behavior is listed as a coachable violation.

The school reserves the right to place a student on suspension pending an investigation into violations of the advisory policy.

Future Professionals may receive coaching sessions for the following prohibited items:

- Failure to follow the dress code: Future Professionals must be in dress code. This includes wearing a nametag.
- Malicious gossip, which is defined as disseminating private information about another individual or group of individuals with the purpose or effect of causing harm.
- Harassment, which includes but is not limited to verbal, psychological, graphic, and/or written abuse directed at another, beyond a reasonable expression of opinion, which:
    - is threatening or carries with it the intention to do bodily harm; or
    - disrupts or undermines a person's exercise of their responsibilities as a Future Professional or staff member including unreasonably interfering with a person's educational or work performance.
      Harassment that is based upon a protected class as defined in the Protected Class Nondiscrimination Policy and Procedures is also prohibited conduct, but that type of harassment is covered below; it is a separate offense from harassment under this section and such conduct is investigated and adjudicated as provided in the Protected Class Nondiscrimination Policy and Procedures.
      Bullying is prohibited by the Anti-Bullying Policy and is a separate offense from harassment under this section. Such conduct is addressed in line with the Anti-Bullying Policy and Procedures.
- Coachable attendance violations:
    - Failure to meet the attendance requirement: A student must abide by the SAP Attendance Policy in the Satisfactory Academic Progress Policy. Attendance will be checked monthly; falling below this percentage may result in an advisory.
    - Not calling to report lateness or absence: Failure to provide proper notice of an absence or tardiness in accordance with the attendance policy.
    - Excessive tardiness: Being more than ten (10) minutes late to scheduled time on more than two (2) occasions in a thirty-day (30) period.
    - Mandatory attendance day violation: Certain days are required for attendance to meet educational goals. Missing any day designated as a mandatory attendance day is prohibited.
    - Failing to follow the Attendance and Documentation of Time Policy.
- Academic coaching:
    - Beginning a service without a Learning Leader consultation: Future Professionals are required to complete a consultation with a Learning Leader before starting a service on a service guest or other Future Professional.
    - Failure to timely complete assignments: All students are required to complete their assignments.

    - Failure to properly attend theory hours and tests: Future Professionals are required to timely complete all state-required theory tests and maintain satisfactory attendance at theory class.
    - Failure to complete practical and academic assignments.
- Parking violation: Future Professionals must park in the area designated for Future Professionals to park.
- This is a smoke-free campus. All smoking on campus is prohibited, including in the parking lot.
- Violation of the school's Internet and Social Networking Policy: Use of school technology for noneducational purposes is prohibited.
- Violation of the Future Professional Advisory Policy or school standards on-campus, at a school-sponsored event, externship, off-campus event, and/or field trip.
- Disruptive behavior, which is defined as any behavior that a reasonable instructor believes substantially interferes with the teaching or learning process, whether in a classroom or other learning environment (such as an online platform, clinic classroom, field experience, in an office, or other setting whether it is an on-campus or off-campus location) and continues after an instructor or other school employee's request to cease. Examples of disruptive behavior include, but are not limited to:
    - verbal abuse of or threatening the instructor or other students;
    - damaging classroom furniture or property;
    - damaging the property of another Future Professional or instructor;
    - creating excessive noise;
    - refusal to comply with instructor direction;
    - persistently speaking without being recognized or called upon;
    - refusing to be seated;
    - unauthorized use of cell phones, laptops, or other relevant technology; and
    - disrupting the class by repeatedly leaving and entering the room without authorization.
- The expression of disagreement with the instructor or classmates is not in itself disruptive behavior. Disruptive behavior also does not include appropriate demonstration of disagreements or differences of opinion, cultural differences, differing values or beliefs, or needing extra time or attention based on reasonable accommodation for disabilities.
- Sleeping in class is prohibited.
- Unprofessional communication: Future Professionals and staff are to maintain respectful and professional communication at all times. Some examples of unprofessional communication include but are not limited to yelling or raising your voice when communicating; using physical presence or location to emphasize a point; using rude, offensive, and/or abusive language; swearing/using profanity; displaying uncooperative behavior during regular activities or processes; and repeatedly speaking over others.
- Lying to or being dishonest with a school administrator: Providing false information to a school administrator is prohibited.
- Failure to be actively engaged in school-related activities: Future Professionals are expected to be continuously working on school-related projects, assignments, reading theory, test preparation, practical worksheets or My Portico App., or guests during school hours.

Future Professionals may be terminated for the following items without a coaching opportunity or warning:

- Drugs/alcohol: The manufacture of, possession of, use of, or being under the influence of alcohol or drugs, including prescription cannabis, while on school grounds is prohibited. Providing alcohol to an underage individual at school or an affiliated function is also prohibited.
- The following behavior regarding time clock violations is prohibited:
    - Clocking in or out for another Future Professional
    - Requesting another Future Professional clock you in or out
    - Leaving the school facility and/or premises without notifying a Learning Leader and/or signing out for a break and remaining clocked in on the time clock and receiving unearned hours; the school parking lot and surrounding businesses are not included as part of the school facility for educational time; this includes exceeding allotted break or lunch times.

- Cheating, which is defined as giving, using, or attempting to use unauthorized materials, information, notes, study aids, or other devices in any academic exercise, including unauthorized communication of information. Examples of cheating include copying from another student's paper or receiving unauthorized assistance during a quiz, test, or examination; using books, notes, or other devices such as calculators, unless authorized; acquiring without authorization copies of tests or examinations before the scheduled exercise; or copying reports, computer programs, or files from other students.
- Stealing: Theft, attempted theft, unauthorized possession, use, or removal of school property or the property of a member of the school community is prohibited. This includes but is not limited to taking items from another Future Professional's locker or area; taking materials from the school; shoplifting from the retail area; taking money or personal financial information of another (e.g., credit/debit card information); theft by deception; taking jewelry or electronics not belonging to you; or defacing, tampering with, damaging, or destroying property of the school or an individual.
- Tampering is the attempt to alter school records, grades, assignments, or other documents without authorization. Examples of tampering include but are not limited to using a computer or falsified document to change a school record; forging the signature of a school official on a document or other school record; erasing information or records of a student; unauthorized access to a school record by computer or via unauthorized entry into an office or file; or obtaining information from the school without proper authorization.
- Plagiarism is presenting the work of another as one's own without proper acknowledgment. This includes copying assignments or other materials turned in from another student.
- Facilitating academic misconduct is the assistance in or attempting to assist another in plagiarism or cheating.
- Other academic misconduct: Examples of other academic misconduct include distributing test questions or substantive information about the material to be covered on a test before it is administered, taking an examination or test for another student, and/or signing a false name on an academic exercise like tests or assignments.
- Physical violence, physical altercations, and threats of violence or threats of physical altercations are prohibited:
    - Physical violence and physical altercations include but are not limited to intentional physical contact with another (e.g., bumping into another person), physical interference with a person that prevents them from conducting their normal affairs, words or actions that put a person in fear for their physical safety, and/or causing a person to suffer actual physical injury.
    - Threats are words or actions that cause a reasonable expectation of injury to the health or safety of any person or damage to property.
    - Intimidation is defined as implied threats either verbally, in writing, or in person that cause a reasonable fear of harm in another.
- Violation of the Protected Class Nondiscrimination Policy and Procedures.
- Violation of the Anti-Bullying Policy.
- Violation of any other matter covered by the Grievance Procedure.
- Other prohibited conduct:
    - Engaging in behavior that constitutes a violation of federal, state, or local law on school premises or at a school-sponsored event
    - Acting to impair, interfere with, or obstruct the orderly conduct, processes, and functions of the school, including but not limited to:
        - Interference with the freedom of movement of any member or guest of the school
        - Failure to provide information during an investigation process
        - Destroying or concealing information during an investigation process
        - Use of any public address systems without the express written permission of the School Director
        - Failure to comply with the direction of law enforcement/first responders and school officials acting in their scope of duties and/or failure to identify yourself to those persons when requested

        - Failure to comply with any authorized sanction or condition related to the Code of Conduct, Anti-Bullying Policy, Grievance Procedure, and/or Protected Class Nondiscrimination Policy and Procedures
        - Trespassing or unauthorized entry into any school buildings or property
        - Unauthorized use or misuse of school names, trademarks, and images
    - Fire safety violations:
        - Intentionally or recklessly causing a fire that damages school or personal property or which causes injury
        - Failing to evacuate the school during a fire alarm
        - Improper use of fire safety equipment
        - Tampering with or improperly engaging a fire alarm
    - The following behavior regarding abuse of process is prohibited:
        i. Falsification, distortion, or misrepresentation of information
        ii. Failure to provide information during an investigation process
        iii. Destroying or concealing information during an investigation process
        iv. Attempting to discourage an individual's proper participation in or use of the Code of Conduct or its process
        v. Harassment or intimidation of a witness to any alleged violation of any published policy, including the Code of Conduct
        vi. Influencing or attempting to influence another person to commit an abuse of the conduct process

Eligibility to resume attendance after a suspension will be evaluated based on the following:

- The Future Professional must be current on all theory exams and academic assignments.
- The Future Professional must conduct a personal interview with the School Director and/or Financial Services Leader to determine the compliance for reentry.
- The Future Professional will be placed on probation for thirty (30) calendar days, during which time the student must strictly abide by all policies, rules, and regulations.

Additional violations in the first thirty (30) days back from suspension may result in termination.

The school may terminate a student's enrollment for receiving seven (7) coaching sessions and/or failing to comply with the educational requirements and/or the terms as stipulated in the Enrollment Agreement and/or engaging in immediately terminable conduct as defined above.

APPEAL FROM TERMINATION FOR MAXIMUM COACHING SESSIONS

If a student is terminated due to receiving the maximum number of coaching sessions, or due to the reasons outlined under termination on the Future Professional Advisory Form, the student may appeal the termination decision, unless it is designated as unappealable below. 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 describing why they were terminated, along with supporting documentation of the reasons why the determination should be reversed, or why they should be re-admitted. This information should include what has changed about the student's situation that will allow them to continue through the program without additional Code of Conduct violations.

An appeal hearing will take place within fifteen (15) business days of receipt of the written appeal. This hearing will be attended by the Future Professional and A decision on the student's appeal will be made within three (3) business days by the School Director* and will be communicated to the student in writing. This decision will be final.

*It may be these individuals or a designee deemed appropriate by the school.

The student will be charged an administrative withdrawal fee of $100.00. This fee cannot be paid with federal student aid.

CERTAIN TERMINATIONS ARE FINAL AND ARE NOT APPEALABLE

If a student is terminated for violations of the Protected Class Nondiscrimination Policy and Procedures; Anti-Bullying Policy; physical violence; physical altercations and threats of violence or threats of physical altercations; drug or alcohol violations; or weapons violations, if terminated after reinstatement from a termination appeal, such termination is final and may not be appealed separately pursuant to this section.

The student will be charged an administrative withdrawal fee of $100.00. This fee cannot be paid with federal student aid.

RETURN AFTER TERMINATION APPEAL

A student returning after a termination appeal shall be on probation for thirty (30) days, during which an additional violation may result in termination. After returning from a termination appeal, if a student is terminated, this termination is not appealable.

ADVISORY PROCESS RETURN AFTER SUSPENSION

Additional violations in the first thirty (30) days back from suspension may result in termination.

After the thirty-day (30) probationary period, the Future Professional will have two (2) additional coaching sessions before being terminated again.

INDUSTRY REQUIREMENTS

Interested in pursuing a career in the beauty industry should:

- Develop finger dexterity and a sense of form and artistry.
- Enjoy serving with the public.
- Stay aware of the latest fashions and beauty techniques.
- Be committed to continuing education.
- Understand that the work can be arduous and physically demanding because of long hours standing and using your hands at shoulder level.

LOCKER POLICY

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

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

GUIDELINES

- Lockers will be issued to all students during Core. A locker number will be provided during Core. Assigned lockers may not be traded or changed unless approved by the school's administration.
- Locker assignments are valid from the beginning of enrollment until the day of graduation or withdrawal. At that time, all locker contents must be removed. After that time, any lockers that have not yet been vacated will be emptied, the content stored for 60 days, at which time will become the property of the school.
- Lockers are for individual use only and are not to be shared. Locker content is the sole responsibility of the registered occupant of the locker. To reduce the risk of theft, students are encouraged to keep their lockers locked. Students should not store money, wallets, jewelry, credit or debit cards, or any other personal item of high value.

- Paul Mitchell the School NYC is not in any way responsible for a locker's contents or liable for the loss of or damage to items stored in lockers. Students are required to maintain their locker's interior and exterior in a clean, neat and undamaged condition. Marking, defacing or graffiti on lockers is not acceptable.
- No person shall store in a locker: weapons of any kind, explosives, prohibited drugs, illegal or illicit items or substances or other items deemed by Paul Mitchell the School NYC to be harmful, offensive or inappropriate.
- Paul Mitchell the School NYC may in its sole discretion carry out or authorize searches/inspections for any reason. The following is a partial listing of examples of when Paul Mitchell the School NYC will exercise its discretion without notice:
    - Locker abandonment.
    - Suspected contents that may be illegal, illicit or deemed by the school to be harmful, offensive or inappropriate.
    - At the request of or generally in cooperation with law enforcement authorities.
    - Investigative purposes related to suspected or alleged criminal, illegal, or inappropriate activities.
    - Risk to the general good of the school.
    - Risk to the general good of the student or student population.
    - Unregistered locker.
    - Physical damage to or defacing of the locker.
    - Odors (spoiled/rancid food, garbage or smelly contents).
    - Locker maintenance.
- Paul Mitchell the School NYC works with the local law enforcement authorities and maintains the right in the school's sole discretion to allow law enforcement to carry out specific and random searches/inspections of locker contents. Such searches/inspections may be carried out with or without notice to or in the presence of the locker's occupant. Such police activity may include but is not limited to: random drug or weapon searches of lockers, backpacks, book bags, briefcases, containers, jackets and winter coats.

MAKE-UP WORK

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

MAKE-UP HOURS

Paul Mitchell the School NYC does not allow makeup hours outside the Future Professional schedule hours.

MEASURABLE PERFORMANCE OBJECTIVES

- Receive the required number of clock hours of training.
- Complete and receive passing grades on all practical graduation requirements and projects to include examinations, both practical and theoretical.
- Satisfactorily pass final written and practical exams.
- Receive a graduation certificate or plaque.
- Pass state board exam

MEASURABLE PERFORMANCE OBJECTIVES FOR MAKEUP AND WAXING PROGRAM

- Complete the required number of clock hours of training.
- Achieve and receive passing grades on all practical graduation requirements and projects to include examinations, both practical and theoretical.
- Satisfactorily pass final written and practical exams.
- Upon completion receive a graduation certificate.

SAFETY PRECAUTIONS FOR THE BEAUTY INDUSTRY

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

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

SAFETY PRECAUTIONS FOR THE BEAUTY INDUSTRY FOR MAKEUP PROGRAM

By following safety precautions you contribute to the health, welfare, and safety of the community.

- Always have good hygiene and be dressed professionally.
- Keep a first aid kit on hand, follow safety regulations, and keep equipment properly sanitized.

FUTURE PROFESSIONAL DEVELOPMENT GUIDELINES

All Future Professional must commit to and follow the Future Professional Development Guidelines during their enrollment in school. These guidelines were established to assist in creating a safe, focused, and enjoyable learning experience. Failure to follow these guidelines may result in a coaching under the Future Professional Advisory Policy and may result in termination without prior warning.

SANITATION REQUIREMENTS

- Future Professionals must keep themselves, workstations and classroom areas clean, sanitary, and clutter free at all times.
- Future Professionals must clean their stations, including the floor, after each service.
- Hair must be swept up immediately after a service is completed, before blow drying.
- Clinic stations must be cleaned at the end of the day, prior to clocking out for the day.
- Future Professionals must maintain standard personal sanitation and grooming practices, according to the state requirements.

GUEST AND PERSONAL SALON SERVICES

- Future Professionals must follow the procedures outlined on their Skill Cards when performing a guest service.
- Day Future Professionals may receive services on Wednesday through Friday and Night Future Professionals are on Wednesday. To receive a service, Future Professionals must do the following prior to starting the service:
  a. Request the service from a Licensed Learning Leader
  b. Be scheduled off the service books by a Licensed Learning Leader.
  c. Complete required pre-service consultation with a Licensed Learning Leader.
  d. Pay for service supplies including perms, color, lightener, rinses, conditioning, etc.
  e. Personal services are considered rewards and scheduled for Future Professionals who are up to date with all projects, tests, and practical skill assessments. School assignments and successful learning are the priority.
- Future Professionals may not receive personal services outside of their program scope of practice during scheduled hours.
- Future Professionals may not start Future Professional services until a consultation with a Licensed Learning Leader has been completed as required.

COMMUNICATION GUIDELINES AND PROFESSIONAL CONDUCT

- Future Professionals are to maintain a professional demeanor at all times when they are on the school premises.
  a. BE NICE: Be kind, considerate and courteous to others.
  b. BE ACCOUNTABLE: Take responsibility for your actions and learn from your mistakes.
  c. BE RELIABLE: Consistently complete the required skills to get your education to the best of your ability.
  d. BE COMMUNICATIVE: Use clear and appropriate language (no profanity) to get your point across,. Do not raise your voice or yell.
  e. BE ENGAGED: Be an active participant in your education and seek out information to better your skills to advance your career goals.
- Visitors are allowed in the service reception area only. Visitors are not allowed in the classrooms, Future Professional lounge, or clinic classroom area.
- Cell phones are permitted in assigned areas of the school. Phone calls are not permitted during class time or learning environments such as classrooms or learning zones at any time. Calls while clocked in should remain in the assigned area, quiet in tone, and no longer than 3 minutes.
- Future Professionals may not visit with another Future Professional who is working with a clinic classroom guest.
- Future Professional may not gather around the service desk, the service reception area, or the offices.
- Food, drinks, and water bottles are allowed only in the designated Future Professional break area.
- The school is a smoke-free campus. Future Professionals may not smoke or vape any substance on school premises.
- Stealing or taking school property or another's personal property is unacceptable and grounds for termination.
- School administration has the right to access and inspect a Future Professionals locker at any time, refer to the locker policy.

LEARNING PARTICIPATION GUIDELINES

1. Future Professionals must bring their required school tools to participate in their education for scheduled hours and makeup hours. Required school tools include:

- Student Technical Kit
- iPad with program education kit apps (cutting system app, make-up systems app, plugged in app, etc.)
- Program textbooks

2. Peer teaching and tutoring are encouraged.
3. Future Professionals are responsible for their own technical kit and equipment. All kit, equipment, tools, and personal items must be secured in a locker or kept within view and control of the Future Professional. The technical kits and equipment must be taken home with the Future Professional each day and night. The school is not responsible for any lost or stolen articles.
4. Future Professionals are required to work under the direction of a licensed professional. Therefore, Future Professionals must comply with school personnel and Learning Leader's assignments, directions, and requests as required by the curriculum and Future Professional guidelines and rules.
5. Future Professionals must have a signed service ticket before beginning any service on the clinic classroom.
6. Future Professionals may not perform hair, skin, waxing or makeup services outside of school unless authorized, in advance, in writing, to do so by school administration. Conducting unauthorized hair, skin, waxing or makeup services outside of school may be reported to the state board and may result in you inability to receive a professional license.
7. Taking credit for another's work (e.g. submitting the photos of another's work as your own) or cheating during exams is unacceptable and is grounds for termination.
8. Future Professionals will be expected to maintain an average of 80% on all academic exams and practical skill assignments.
9. Only service desk personnel may schedule or change clinic classroom guest appointments.

10. All practical skill services must be graded and the service ticket initialed by a Learning Leader.
11. Future Professionals are expected to be continuously working on school-related projects, assignments, clinic practical skills, reading theory, or test preparation during school hours.
12. When Future Professionals are not scheduled with guest service appointments or are not scheduled to attend theory or a specialty class, they must be actively engaged in their education at all times, and may focus on the following:
    a. Completion of practical skill assessments through Monthly Clinic Worksheets
    b. Completion of theory review assignments d. Listening to or reading school resource center materials, including educational videos, audiotapes, Plugged In, and school related textbooks.
13. Parking is allowed in assigned parking areas only or cars may be towed at the owner's expense.
14. If a Future Professional fails to complete the practical skill assessments or required academic theory exams they will be placed on the Back on Track List. Future Professionals have one week to get caught up before they receive a coaching advisory.
15. If a Future Professionals fails to pass the Core written and/or practical exam on their second attempt, they may be asked to withdraw from the program and may be allowed to re-start in the next Core class start date.

ATTENDANCE AND DOCUMENTATION OF TIME

All Future Professional must commit to and follow the Attendance and Documentation of Time during their enrollment in school. These guidelines were established to assist in creating a safe, focused, and enjoyable learning experience. Failure to follow these guidelines may result in a coaching under the Future Professional Advisory Policy and may result in termination without prior warning.

ATTENDANCE AND DOCUMENTATION OF TIME

1. Learning Leaders records attendance at start and end of each class. The school utilizes the Future Professional sign-in sheet for breaks. It is the responsibility of the Future Professional to ensure that they are given proper hours each day.

- When they arrive at school,
- When they leave for lunch,
- If a Future Professional leaves the premises for any reason, and
- If a Future Professional is taking a breakover 10 minutes, they are required to clock out.
  If the Future Professional wishes to dispute any hours they feel they earned, the Future Professional must provide documentation to verify attendance on the missing time form. The documentation could include the Future Professional sign in sheet, the specialty class attendance role, and/or the guest service summary. Only the administrator can approve valid documented exceptions.
  If a Future Professional disputes their hours, they must report the challenge to the Co-Director, Diana Varvaro within 24 hours.

2. The school is open from 9:00 a.m. to 10:00 p.m. on Tuesday through Saturday and is closed Sunday and Monday.
3. The Future Professional must attend school according to the schedule in the Future Professional's enrollment agreement. All programs require continuous attendance.
4. The following are mandatory attendance days: Friday for night students and Saturday for day students. Failure to attend mandatory days may result in an advisory.
5. Future Professionals must be on time, as tardiness inhibits the learning process. Future Professionals who are late for any class must contract the school. Future Professionals who are late for class must be accompanied into the classroom by an instructor. Future Professionals are never excused from mandatory theory classes to work in the clinic classroom. Future Professionals that arrive later than 10:00 AM for day school will not be

allowed to clock in until 12:30 p.m. Future Professional that arrive later than 6:00 p.m. for night school will not be able to attend school. The only exception that would allow school attendance for a tardy arrival is a Doctors note.

6. Attendance Expectation Generally: Future Professionals must maintain a 100% attendance average each month in order to complete the program by the expected/calculated completion date. The school attendance policy requires 90% to maintain satisfactory progress. Falling below this number means that the Future Professional may receive a coaching on the advisory form for their attendance.
7. CORE/Protege Attendance Expectation: Future Professionals attend Core/Protege for the first weeks of enrollment. During this time the Future Professional must maintain a monthly attendance of 90%. If at the conclusion of the month, the Future Professional's progress report does not meet 90% attendance, the Future Professional may be dropped from the program and may be asked to re-enroll in the next Core class start date.
8. Extra Instructional Charges: During the contracted enrollment period, the Future Professional must maintain a 90% attendance average each month in order to complete the program by the expected/calculated completion date. The Future Professional is allowed to miss 10% absent hours of their scheduled hours before having to pay extra instructional charges. The Future Professional may use the 10% absent hours for vacation, doctor appointments, illness, etc.; however, cosmetology and esthetics Future Professional may not be out of school for 14 consecutive calendar days and makeup and waxing Future Professional for 4 consecutive calendar days or they will be terminated. If the Future Professional must attend additional program hours beyond their expected/calculated completion date due to not meeting a 90% attendance average or failure to complete academic graduation requirements, the Future Professional will be charged an additional $17.00 for each hour scheduled to complete after the expected/calculated completion date is reached.

Future Professionals are required to be in attendance and actively participating in their education. When a Future Professional is scheduled for attendance but not present, these will be reflected as absent hours and these hours will not be counted unless the missing time form and necessary documentation is provided as outlined in the catalog.

Currently Paul Mitchell The School NYC does not allow make-up hours.

Future Professionals will receive clock hours during the times they fully participate in their learning experience.

10. Vacation and Planned Time Away (e.g. medical appointments, outside commitments):Future Professionals must request planned time off from school from the Future Professional Advisor and the Financial Services Leader. The approval of any request does not mean that the Future Professional will continue to meet the attendance requirements or will not be charged for additional instructional time per the above.
11. Unplanned Absences or Tardies: Future Professionals who are late or cannot attend school must contact the school and talk to the school service desk team immediately. Day Future Professionals must call in by 9:00 AM; night Future Professionals must call in by 4:45 PM.
12. Lunches and breaks are scheduled for all Future Professional. All full-time Future Professional are required to take a 30-minute lunch break. Future Professional should communicate with their Learning Leader if they have not had lunch by 1:30 p.m. Part-time Future Professional will take a 10-minute break as scheduled by school administration.
    Observe the appropriate breaks for your school schedule. Breaks are as follows:

Future Professional Schedule	Breaks	Lunch
7.5 hours per day	10 min.in the morning & 10 min. in the afternoon	30 min.
5 hours per day	10 min. at mid-point of schedule	N/A

13. Documentation of time: Future Professionals may not leave the school premises during regular hours without a Licensed Learning Leader's permission.
    a. Future Professionals who leave the school premises for more than 10 minutes or those who leave early must notify the Licensed Learning
    Leaders and signing the sign-out break sheet.

b. Future Professionals who leave the school premises for less than 10 minutes must sign the sign-out break sheet.

14. Future Professionals can not check-in or out for another Future Professional.
15. Future Professionals can not ask others to check-in or out for them.
16. Future Professionals must keep a record of all services performed each day on the service tracking sheet, which must be completed daily and turned in every month.

LEAVE OF ABSENCE POLICY

A Leave of Absence (LOA) is a temporary interruption in a student's program of study. LOA refers to the specific time period during an ongoing program when a student is not in academic attendance.

LOA will be granted for:

- In accordance with Title IX (including for pregnancy and related conditions or other Title IX covered reasons).
- If a student is called into active duty for the military.
- On a case-by-case basis, the school will also consider a LOA for a student who has experienced a personal medical emergency with doctor notification, which causes attendance to be impossible or impractical.

These are the only times leave of absences are granted.

In order to be placed on LOA, the student must:

- Complete and sign the school's Leave of Absence Request Form
- Must state the reason for the LOA
- Students who receive military orders must provide a copy of their military orders.
- Be approved by the School's Future Professional Advisor and Financial Aid Leader.
- Leaves must be a minimum of 14 days and must not exceed a total of 180 ***calendar*** days in a 12-month period. When a student takes a leave of absence they will return at the beginning of the month. In the case of a student receiving military orders that are less than 14 days, the LOA will be granted for the shorter period of time. This timeframe must be reflected on the student's military orders on a case-by-case basis, the school will also consider a LOA for a student who has experienced unforeseen circumstances.

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

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

There will be no additional charges for a LOA. If the student fails to return or contact the School Financial Services Leader on the documented return date or take an unapproved LOA, the student will be terminated from school as of that date the student begins the LOA. The withdrawal date for the purpose of calculating a refund is always the student's last day of attendance.

For federal aid recipients, the student's payment period is suspended during the LOA and no federal financial aid will be disbursed to students while on a LOA. Upon the student's return, the student will resume the same payment period and coursework and will not be eligible for additional federal student aid until the payment period has been completed. If the student is a federal student loan recipient, they will be informed of the effects that the failure to return from a leave may have on the student's loan repayment terms, including the exhaustion 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 ***calendar*** days. Should a disbursement be made to the school during the leave period those funds will be returned to Title IV and no other payment will be made to the student accounts.

Due to unforeseen circumstances, the school may grant an LOA to a student in the case of an emergency, where the student is unable to complete the LOA requests such as a car accident or other medical issue (i.e., coma) that would prevent the student from requesting the LOA prior to the incident occurring. In these cases, the school will collect the

requests from the students as soon as possible and document the reason for the granting of the leave after the incident has occurred.

The beginning date of the LOA 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 R2T4 refund calculation is required at that time.

If a student does not return from a LOA, the grace period for the Direct Loans may have elapsed in part or in whole. If the student uses 180 ***calendar*** days of a LOA, the student will have used 100% of his/her grace period and be in immediate repayment of his/her Direct Loan.

PROFESSIONAL IMAGE (DRESS CODE)

All Future Professional must commit to and follow the Professional Image (Dress Code) during their enrollment in school. These guidelines were established to assist in creating a safe, focused, and enjoyable learning experience. Failure to follow these guidelines may result in a coaching under the Future Professional Advisory Policy and may result in termination without prior warning.

PROFESSIONAL IMAGE (DRESS CODE)

All Future Professionals must adhere to the following professional dress code while in attendance:

- Future Professionals students must wear BLACK.
- *Phase Two Future Professionals* may wear BLACK or WHITE in any combination. A minimal print in clothing is acceptable if it is a black and white print.
- Clothing should be professional and clean.
- Shoes should be BLACK, professional, practical, and comfortable.
- Hair should be styled prior to arriving at the school.
- Any cosmetics should be applied prior to arriving at the school.
- The following is a list of acceptable dress:
    - Jeans or clothing made of jean material if they are black in color. Any rips or tears must fall below the fingertips, when standing up.
    - Stylish hats, scarves, and stylish head wraps - In BLACK.
    - Skirts or dresses that fall below the fingertips.
    - Tights or leggings should be worn with skirts or dresses that fall above the knees for all Future Professionals.
    - Name tags -as provided. Replacement cost of $12.00 for each name tag that is lost.
- The following is a list of unacceptable dress:
    - Gym workout shoes, UGGS, Crocs, foot thongs, beach sandals, open toe shoes or backless shoes.
    - Low cut tops, backless tops, crop tops, tank tops, or spaghetti strap tops.
    - Sweatpants, or leggings as pants.
    - Sweatshirts, hooded sweatshirts, jackets.
    - Printed T-shirts other than those with the Paul Mitchell logo or the school logo.
    - Shorts and/or skirts that fall above fingertips, when standing up.
    - Baseball hats, visors, bandanas, caps, or beanies.
    - Spandex or biking shorts.

- Sunglasses, headphones, headgear, and/or earphones are not permitted in the classroom or the clinic classroom.
- Any print on shirts or pants other than on Paul Mitchell The School NYC designates "theme days". Casual dress must still be clean, neat and project a professional image.

Future Professionals who fail to comply with the Future Professional dress code may be coached and may receive an advisory.

STUDENT SERVICES

- **Housing:** Paul Mitchell the School NYC keeps a file of information about housing in the surrounding areas.
- **Academic Advising:** Students are provided with academic advising and additional assistance as necessary. Information and advice on any financial assistance are accessible to students. Paul Mitchell The School NYC also gives advice and information to students on these subjects:
  - Regulations governing licensure to practice, including reciprocity among jurisdictions.
  - Assistance with resume and job search.
  - Opportunities for continuing education following graduation.
  - Assistance with the financial aid process
- **Mental Health Counseling:** If referral to professional assistance is necessary, the school maintains a record of such referral.
  - Referrals to mental health counseling.
  - Assistance for students with disabilities.

STUDENT SERVICES FOR MAKEUP PROGRAM

- **Housing:** Paul Mitchell the School NYC keeps a file of information about housing in the surrounding areas.
- **Advising:** Students are provided with academic advising and additional assistance as necessary. If referral to professional assistance is necessary, the school maintains a record of such referral. Information and advice on any financial assistance are accessible to students. Paul Mitchell the School NYC also gives advice and information to students on employment opportunities.

VOTER REGISTRATION

Students are encouraged to register to vote in State and Federal Elections. Voter Registration and Election Date information for the state of New York can be found at https://www.ny.gov/services/register-vote

For information on Voter Registration and Election Dates for Federal Elections visit https://www.eac.gov/voters/voter-resources-helpful-links

SUSPENSION, TERMINATION AND ADDITIONAL FEE

Students may be suspended or terminated from enrollment in the School, at the School's discretion, for reasons which include, but are not limited to, failing to comply with School rules or general policies, leaving the School without permission during the scheduled hours of a Students' Program, failing to attend for 14 consecutive calendar days, failing to complete practical worksheets, failing to attend theory classes or take theory tests, failing to meet the School's policies regarding Satisfactory Academic Progress, failure to pay tuition and charges when due, and/or otherwise acting in a manner detrimental to the classroom environment, the well-being of fellow students, faculty, staff, visitors, or institutional facilities.

As outlined in the Catalog, Students may be required to receive coaching sessions for noncompliance with certain policies. Once a Student has received five (5) coaching sessions, the Student may be suspended from the School for five (5) days. Suspended Students will be required to pay the administrative re-entry fee of $100.00. If a Student

receives two (2) additional coaching sessions after re-admission from a five (5) day suspension, the Student's enrollment may be permanently terminated by the School. A Student may be terminated by the School without prior coaching sessions for violating the Future Professional Advisory Policy.

COSMETOLOGY PROGRAM

COSMETOLOGY COURSE INFORMATION

COSMETOLOGY COURSE DESCRIPTIONS

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

The curriculum involves 1000 hours to satisfy New York 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.

**Graduates are prepared to be entry-level cosmetologists.*

This program is taught in English. Textbooks and Course Materials are only offered in the English Language.

COSMETOLOGY COURSE OVERVIEW

Course Hours: 1000 clock hours

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

- **Pre-clinical Classroom Instruction:** The first 200 hours are devoted to preclinical classroom instruction where Future Professionals develop foundational knowledge and practical skills through classroom workshops, demonstrations, theory instruction, and guided practice. Instruction emphasizes design principles, technical procedures, safety and sanitation, professional conduct, and readiness for supervised services.
- **Clinic Classroom Learning Experience:** Future Professionals apply classroom learning through supervised practical instruction and guest services. With coaching and guidance from Learning Leaders, they refine technical skills, consultation and communication, guest experience, product recommendations, and professional work habits. Learning continues through mini-classes, feedback, and structured practice.

COSMETOLOGY COURSE OUTLINE

- **Core Curriculum:** The Core Curriculum introduces the foundational principles and skills of the program through theory instruction, demonstrations, and hands-on practice. Future Professionals build essential technical knowledge, safety and sanitation practices, client care, and professional habits. Learning Leaders monitor progress, and learning is evaluated through written, oral, and practical methods, as applicable. Completing Core successfully prepares students for the next phase of their education, including supervised clinic classroom experiences.
- **Protégé Learning Experience:** The Protégé Learning Experience supports the transition from Core into the Adaptive Curriculum and clinic classroom learning. Future Professionals continue guided practice, strengthen service readiness, and prepare to apply their skills in supervised guest experiences.
- **Clinic Classroom Learning Experience:** In the clinic classroom, Future Professionals provide services to guests under Learning Leader supervision. They keep learning and reinforce classroom instruction through coaching, mini-classes, practical worksheets, and progress evaluations. They practice consultations, service planning, technical proficiency, guest communication, sanitation and safety, and professional service habits.
- **Classroom Learning Experience:** Classroom education throughout the program includes cutting, coloring, texture, makeup, skin, and nails. Instruction combines theory, demonstrations, and practical application. Additional learning opportunities may address retailing and product knowledge, communication, professional development, motivation, and career readiness, facilitated by appropriate school team members or guest artists.

- **Adaptive Phase:** During the Adaptive phase, Future Professionals expand their knowledge through specialty classroom instruction and progressively challenging practical work. They continue developing technical consistency, problem-solving, guest service, confidence, and professionalism, with feedback and assessments supporting their progress.
- **Creative Phase:** The Creative phase focuses on refining technical and professional abilities as Future Professionals prepare to enter the industry. They apply artistic judgment, strengthen independence and accountability, and practice the standards of guest experience, teamwork, and professional conduct expected in a salon environment, with continued Learning Leader guidance.
  During the creative curriculum you will have the option to apply to be in our Phase II honors program. This is open to all who meet the criteria. Future Professionals must have an academic average of 90% or higher, exceptional attitude, and above a 90% attendance. Future Professionals must apply by submitting a resume and be interviewed by our education team. In Phase II, Future Professionals will have the opportunity to mimic the true salon environment. This means they are held to higher standards such as speed and creativity. They will have the opportunity to work in a designated area in the clinic area.

COSMETOLOGY COURSE SUBJECTS

The instructional program of Paul Mitchell the School NYC meets or exceeds the state requirements:

Requirements	Total Clock Hours
Professional Requirements • New York State License Requirements • State and Federal Payroll Requirements • New York State Sales Tax Requirements • Career Opportunities and Placement • Professional Ethics, Conduct and Attitude • Professional Organizations, Trade Shows and Publications • View and discuss the mandatory Domestic Violence and Sexual Awareness online course	24
Safety and Health • New York State Laws, Rules and Regulations • OSHA Regulations Concerning Hazardous Materials Communications • Types and Classification of Infectious Organisms (Bacteria, Viruses, Molds, Fungus) • Growth and Reproduction of Infectious Organisms • Infections and Their Prevention • Immunity and Body Defenses • Decontamination and Infection Control • Physical and Chemical Agents	26
Anatomy and Physiology • Cells, Tissues and Organs • Body Systems • Basic Principles of Nutrition • Overview of Bones and Muscles of the Head, Arms, Hands, Legs and Feet	15
Hair Analysis • Hair Types - Fine, Medium, Thick • Structure • Porosity • Growth Patterns • Elasticity • Hair Texture - Straight, Wavy, Curly, Wiry, Coily, and Afro Textures • Density	10
Hair and Scalp Disorders and Diseases • Dandruff • Infestation • Alopecia • Infections • Fungal Infections	10

Requirements	Total Clock Hours
Chemistry as applied to Cosmetology • Forms and Properties of Matter • The pH Scale • Elements, Compounds and Mixtures • FDA Laws Governing Hair Care • Chemical Reactions and Solutions Products and Product Safety • Chemistry as Applied to Hair Care Products and Natural Hair Styling	5
Shampoos, Rinses, Conditioners and Treatments • Client Preparation, Analysis and Consultation • Hair Analysis Instruments and Equipment • Shampooing Products, Composition and Procedures • Rinsing Products, Composition and Procedures • Conditioning Products, Composition and Procedures • Procedures for Hair and Scalp Disorders • Scalp Manipulations • Identification of Hair Types and Curl Patterns (straight, wavy, curly, coily, and kinky textures, including multi-textured hair) • Procedures for Hair and Scalp Disorders Specific to Textured Hair (traction alopecia, breakage patterns, product buildup from protective styles) • Detangling and Treating for Coily and Curly Textures	30

Haircutting and Shaping
• Fundamentals, Principles and Concepts of Design
• Scissor Haircutting
  ◦ Nomenclature and Care of Scissors
  ◦ Techniques and Procedures
• Razor Haircutting
  ◦ Nomenclature and Care of Razor
  ◦ Techniques and Procedures
• Clipper Haircutting
  ◦ Nomenclature and Care of Tools
  ◦ Techniques and Procedures
• Removal/Trim of Superfluous Hair
• Contemporary and Specialized Haircutting
  ◦ Female Styles; Male Styles
  ◦ Children Styles
  ◦ Curly
  ◦ Coily Styles
• Mustache and Beard Shaping
  ◦ Shaving
  ◦ Dexterity of the Hands and Razor; Preparation and Procedures
	175

Requirements	Total Clock Hours

Hairstyling
• Fingerwaving
• Pincurling
• Skipwaving
• Roller Styling
• Patterns in Hairstyling
  ◦ Waves, Pin Curls, Rollers and Combinations
• Finishing Techniques
• Twisting, Wrapping, Weaving, Extending, Locking and Braiding
• Traditional Weaving and Styling
• Services in Hairstyling
  ◦ Tools and Implements
  ◦ Thermal Curling
  ◦ Hair Pressing and Silk Press on Natural Hair
• Blowdrying / Diffusing
  ◦ Blowdrying with Controlled Tension
  ◦ Diffusing Curly and Coily Hair
• Flatiron and Thermal Iron
  ◦ Preventing Heat Damage
• Hair Pieces
• Styling Textured Hair & Other Hair Patterns
	245

Chemical Restructuring • Chemistry • Preliminary Procedure of Chemical Restructuring • Chemical Restructuring Products • Procedure of Chemical Restructuring • Client Consultation and Texture Hair Integrity • Corrective Chemical Restructuring • Hair Loss and Potential Health Risks Associated with Chemical Restructuring	180
Hair Coloring and Lightening • Color Theory • Hair Coloring Procedures • Chemistry • Hair Lightening and Texture Hair Integrity • Preliminary Procedures of Hair Coloring • Special Effects • Client Consultation • Corrective Procedures	180

Nail Care and Procedures
• Nail Structure
• Nail Disorders and Diseases
• Nail Shape and Color Analysis
• Basic Manicuring and Pedicuring
• Manipulations of the Hand, Arm, Leg and Foot
• Nail Tip Application
  ◦ Adhesives; Fitting, Design and Application
• Nail Wrap Application
  ◦ Silk, Fiberglass and Linen Procedures; Surface Wrapping Natural Nail and Mending; Tip
Overlay Wrapping; Repair, Maintenance and Removal
• Liquid and Powder Nail Extensions
  ◦ Application Procedures for Tips with Overlays, Natural Nails and Sculptured Nails; Repair, Maintenance and Removal; Chemical Reactions to Liquid and Powder
	40

Requirements	Total Clock Hours

Skin Care and Procedures
• Structure and Function of the Skin
• Skin Conditions and Disorders
• Facial and Body Procedures
  ◦ Client Preparation; Skin Analysis and Consultation
• Wet and Dry Exfoliations and Applications
• Use of Various Products to Enhance the Appearance of the Skin
  ◦ Seaweed, salt, paraffin, mud, ampules, creams, etc.
• Discussion for Further Training Required for Advanced Techniques Such as Aromatherapy and Water Therapies
• Temporary Methods of Hair Removal
  ◦ Manual Tweezing; Depilatory Lotion; Waxing; Bleaching
• Make-Up Application
  ◦ Color Analysis; Morphology of the Face; Product Knowledge, Chemistry and Related Composition; Eyebrow Contouring; Corrections and Contouring; False Eyelashes; Further Training Required for Advanced Techniques
	60

Hours required by NYS Regulations	**1000**

The institution offers employment assistance to help graduates' efforts to secure education-related employment that includes, but is not limited to training in professionalism, resume' development, job interview preparation and job search skills.

COSMETOLOGY PROGRAM TESTING AND GRADING PROCEDURE

1. **Academic theory exams:** Students must receive a grade of 80% or higher on each assigned theory exam.
2. **200-hour orientation practical skills evaluation test:** Students must receive a grade of 80% 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:** This test covers an overview of all related cosmetology subjects (e.g., anatomy, chemistry, etc.). Students must receive a grade of 80% or higher on all final exams.
4. **Final exam 2:** The written exam covers an overview of all theory instruction, New York state law, and other items covered on the state cosmetology exam. Students must receive a grade of 80% or higher on all final exams.
5. **Clinic Practical Skill Assessment:** Future Professionals progress in practical skill assessments and theory hours will be digitally monitored on a weekly basis by the Future Professional Advisor using Course Key app. All assignments must be completed in order to complete the program.

COSMETOLOGY INSTRUCTIONAL TECHNIQUES AND METHODS

The 1000 cosmetology programs are provided through a sequential set of learning steps which address specific tasks necessary for State Board preparation, graduation, and job entry level skills. Clinic equipment, implements and products are comparable to those used in the industry. Each student will receive instruction that relates to the performance of useful, creative and productive career-oriented activities. The course is presented through well-developed lesson plans that reflect the latest educational methods. Subjects are presented by means of lectures, demonstration, distance education, and student participation. Audio-visual aids, guest speakers, field trips, and other related learning methods are used in the course.

COSMETOLOGY CLASS START DATES

	2026 Class Start Date	Anticipated Graduation Date
5-DAY SCHOOL FULL-TIME **TUESDAY - SATURDAY** **9:00 AM to 4:30 PM** **Class Starts - A** **Class Starts - B**	(A) January 13, 2026	August 27, 2026
	(B) January 27, 2026	September 10, 2026
	(A) February 24, 2026	October 7, 2026
	(B) March 10, 2026	October 20, 2026
	(A) April 7, 2026	November 18, 2026
	(B) April 21, 2026	December 4, 2026
	(A) May 19, 2026	January 5, 2027
	(B) June 2, 2026	January 19, 2027
	(A) June 30, 2026	February 17, 2027
	(B) July 14, 2026	March 3, 2027
	(A) August 11, 2026	March 30, 2027
	(B) August 25, 2026	April 13, 2027
	(A) September 22, 2026	May 11, 2027
	(B) October 6, 2026	May 25,2027
	(A) November 3, 2026	June 25, 2027
	(B) November 17, 2026	July 7, 2027
	(A) December 15, 2026	July 30, 2027

	2026 Class Start Date	Anticipated Graduation Date
4-DAY NIGHT SCHOOL PART-TIME **TUESDAY - FRIDAY** **5:00 PM to 10:00 PM** **Class Starts - A** **Class Starts - B**	(A) January 13, 2026	February 10, 2027
	(B) January 27, 2026	February 24, 2027
	(A) February 24, 2026	March 24, 2027
	(B) March 10, 2026	April 7, 2027
	(A) April 7, 2026	May 5, 2027
	(B) April 21, 2026	May 19, 2027
	(A) May 19, 2026	June 24, 2027
	(B) June 2, 2026	July 8, 2027
	(A) June 30, 2026	August 5, 2027
	(B) July 14, 2026	August 20, 2027
	(A) August 11, 2026	September 16, 2027
	(B) August 25, 2026	September 30, 2027
	(A) September 22, 2026	October 28, 2027
	(B) October 6, 2026	November 11, 2027
	(A) November 3, 2026	December 15, 2027

	2026 Class Start Date	Anticipated Graduation Date
	(B) November 17, 2026	December 30, 2027
	(A) December 15, 2026	January 25, 2028

	2027 Class Start Date	Anticipated Graduation Date
5-DAY SCHOOL FULL-TIME **TUESDAY - SATURDAY** **9:00 AM to 4:30 PM** **Class Starts - A** **Class Starts - B**	(A) January 26, 2027	September 4, 2027
	(B) February 16, 2027	September 25, 2027
	(A) March 9, 2027	October 16, 2027
	(B) March 23, 2027	October 30, 2027
	(A) April 20, 2027	December 1, 2027
	(B) May 4, 2027	December 16, 2027
	(A) June 1, 2027	January 18, 2028
	(B) June 15, 2027	February 1, 2028
	(A) July 13, 2027	February 26, 2028
	(B) July 27, 2027	March 11, 2028
	(A) August 24, 2027	April 8, 2028
	(B) September 7, 2027	April 22, 2028
	(A) October 5, 2027	May 20, 2028
	(B) October 19, 2027	June 3, 2028
	(A) November 16, 2027	July 1, 2028
	(B) November 30, 2027	July 15, 2028
	(A) December 28, 2027	August 9, 2028

	2027 Class Start Date	Anticipated Graduation Date
4-DAY NIGHT SCHOOL PART-TIME TUESDAY - FRIDAY 5:00 PM to 10:00 PM Class Starts - A Class Starts - B	(A) January 26, 2027	February 29, 2028
	(B) February 16, 2027	March 21, 2028
	(A) March 9, 2027	April 11, 2028
	(B) March 23, 2027	April 25, 2028
	(A) April 20, 2027	May 23, 2028
	(B) May 4, 2027	June 6, 2028
	(A) June 1, 2027	July 5, 2028
	(B) June 15, 2027	July 20, 2028
	(A) July 13, 2027	August 16, 2028
	(B) July 27, 2027	August 30, 2028
	(A) August 24, 2027	September 27, 2028
	(B) September 7, 2027	October 11, 2028
	(A) October 5, 2027	November 8, 2028
	(B) October 19, 2027	November 22, 2028
	(A) November 16, 2027	December 26, 2028
	(B) November 30, 2027	January 4, 2029
	(A) December 28, 2027	January 30, 2028

	2028 Class Start Date	Anticipated Graduation Date
5-DAY SCHOOL FULL-TIME TUESDAY - SATURDAY 9:00 AM to 4:30 PM Class Starts - A Class Starts - B	(B) January 11, 2028	August 22, 2028

	2028 Class Start Date	Anticipated Graduation Date
4-DAY NIGHT SCHOOL PART-TIME TUESDAY - FRIDAY 5:00 PM to 10:00 PM Class Starts - A Class Starts - B	(B) January 11, 2028	February 9, 2029

COSMETOLOGY PROGRAM SCHEDULES

Option	Days	Time	Hours Per Day	Hours Per Week	Number of Weeks
5-Day School Full-Time	Tuesday - Saturday	9:00 AM to 4:30 PM	7 hrs per day	35 hrs per week	29 Weeks
4-Day Night School Part-Time Night	Tuesday - Friday	5:00 PM to 10:00 PM	5 hrs per day	20 hrs per week	50 Weeks

COSMETOLOGY COST OF TUITION AND SUPPLIES

Our current tuition, fees, and supply costs are detailed below.

Prospective students are encouraged to use the Net Price Calculator available on our website to receive a personalized estimate of the cost of attending Paul Mitchell the School NYC.

Transfer students and students who are approved to re-enter their program are assessed a per clock hour rate for the remainder of their program.

TUITION – COSMETOLOGY	
Tuition	$15,500.00
Technical Kit	$3,205.76
Digital Textbooks	$625.63
Digital Kit (iPad & notability)	$444.23
Sales Tax (8.88%) (kit & textbook)	$292.97
Application Fee *(non-refundable)*	$100.00
TOTAL COSTS	**$20,168.59**

Program	**Per Clock Hour Rate (Transfer and Re-Entry Students Only)**
Cosmetology	$17.00

Any used and/or opened items in the Paul Mitchell Technical Kit purchased from the school are considered unreturnable equipment. Returnable equipment must be returned within 20 days of withdrawal in their original state, no exceptions. All returned equipment will be assessed a 25% restocking fee. Unopened items from the kit can only be returned to the school if they were purchased directly from the school.

Note: The total charges for a period of attendance are equivalent to the cost of the entire program, due to the length of the program.

Please contact the school's Financial Aid Leader for payment options. The school accepts cashier check payments, federal financial aid, Veteran benefits and installment payment plans. For cash paying students the school will also accept money orders. Financial aid recipients understand that monies received on their behalf are applied first to tuition costs.

Per VA regulation, only mandatory fees may be billed to the VA. Students utilizing VA benefits will be responsible for arranging alternate payments for any fees not covered by VA.

Financial aid available to those who qualify.

At its sole discretion, the school may adjust tuition and kit fees for students that transfer from a school that has closed without notice.

COSMETOLOGY KIT AND TEXTBOOKS

COSMETOLOGY TECHNICAL KIT

Students will only be allowed to use Paul Mitchell kits and equipment while enrolled at the School. Students are responsible for purchasing a Paul Mitchell Kit, Textbook and Supplies at an additional cost from the published tuition. Please note that Students are responsible for the purchase of personal stationery supplies.

Disclaimer: A detailed list of cosmetology kit content is available upon request from the school. Kit items are brands are subject to change at any time without notice based on products availability or curriculum updates. If the Student needs to replace a kit or equipment item at any time during his or her enrollment in the School, these items may be purchased through the School.

Students are advised to refrain from loaning any part of their kit or textbooks. The School is not responsible for items that are lost or stolen.

Per VA regulation, only mandatory fees may be billed to the VA. Students utilizing VA benefits will be responsible for arranging alternate payments for any fees not covered by VA.

Textbooks	Cost
1 Digital Pivot Point Fundamentals with Dermalogica with Quinity (2019), ISBN: 978-1-940593-59-3 (plus sales tax) (nonrefundable) 1 Pivot Point Fundamentals with Study Guide (2019-with 2 year access) ISBN: ISBN: 978-1-948482-64-6 - per email	$575.01
Sales Tax (8.88%) (non-refundable)	$50.62
TOTAL	$625.63

COSMETOLOGY EDUCATION KIT

The Cosmetology Education Kit is included in the cost of tuition, for students who pay for the full program. Transfer students are responsible to purchase the education kit at an additional cost from the published tuition.

THE CUTTING SYSTEM APP

A revolutionary learning tool that combines 3D technology and legendary Paul Mitchell artistry ideal for new and seasoned stylists and barbers alike.

Filmed in HD from a hairdresser's perspective, features nine foundation haircutting exercises that demonstrate proper sectioning, elevation, over-direction, finger and cutting angles as well as men's haircutting using scissor-over-comb and clipper-over- comb techniques.

Each exercise includes cutting-edge 3D diagrams to enhance the learning experience. By mastering the nine foundation haircuts, you can create any other combination cut as demonstrated by Scott Cole, Takashi Kitamura, and DJ Muldoon.

Features Include:

- Complete instructional activities and take notes directly in the digital The Cutting workbook which is available in English or Spanish.
- Watch all videos from The Cutting System on your iPad.
- All videos available with English and Spanish subtitles.
- Create and share Headsheet Diagrams.

THE COLOR SYSTEM APP

Designed to reach the multiple intelligences of all viewers. THE COLOR SYSTEM is all you need to learn the true foundation of coloring hair. Once you master the content, you will easily be able to apply advanced color techniques to complement any haircut. Features include; 2 Ways to Color Hair, Placement and Effect, Color Theory, Light, Tone, and Depth, Single Process, Double Process and Platinum Card Weaving and Slicing for Horizontal, Diagonal, and Vertical Placements, 3-Dimensional Diagrams, proper preparation, rinsing and shampooing of color, interactive diagramming and a Interactive Color Map.

THE STYLE AND TEXTURE SYSTEM APP

Enhance your styling expertise with the Style and Texture System App by Paul Mitchell. This essential digital resource offers beauty professionals and students comprehensive techniques and knowledge for all hair types and textures.

Features:

- Hair Analysis: Use the DEPTHS method—Density, Elasticity, Porosity, Texture and Formation, Hair History, and Scalp condition—to understand your client's hair.
- Formation and Texture Identification: Identify and work with straight, wavy, curly, and coily hair, and fine, medium, and coarse textures.
- Techniques and Guidance: Access step-by-step instructions for pre-drying, finishing, wet and dry styling, chemical relaxing, and more.

- Product Selection: Learn to choose the right products for each hair type and style.
- Visual Tools: Utilize diagrams and skill cards to master professional techniques and achieve optimal results.

Whether you're a seasoned stylist or a student, the Style and Texture System App is your go-to guide for mastering hair styling.

THE BARBER AND SHORT HAIR SYSTEM APP

The Short Haircutting System is a revolutionary learning tool that combines three-dimensional technology and legendary Paul Mitchell artistry, ideal for new and seasoned barbers and cosmetologists alike.

Filmed in high definition (HD) from a barber's perspective, these videos teach short haircutting theory and scissor-over-comb and clipper-over-comb techniques. Learn how to execute fades, tapers, and layered shapes on various hair textures and formations; how the head shape affects the approach to cutting and blending shorter hair; and which tools will create the final desired end result for the service guests. The learners will also discover five short hair-coloring techniques to enhance the look or cover unwanted grays.

The Short Haircutting System includes over 20 videos and a fundamental workbook designed to teach how to master the full grooming experience to include face shaving, beard and mustache grooming, and how to perfect cutting and coloring short hair with the best methods and techniques.

Both barbers and cosmetologists benefit from offering the expertise of short haircutting and coloring.

The features include:

- All videos are available with English and Spanish subtitles.
- Complete the instructional activities and note-take directly in the Barbering Fundamentals digital workbook, available in English and Spanish.
- Create and share the short haircutting diagrams.
- View all videos on an iPad or mobile device.

THE SKILL CARDS APP

The Skill Cards App is a comprehensive, digital technical reference that supports Future Professionals across all corediscipline, including cutting, color, barbering, short hair, style and texture, makeup, skin, and nails. Designed to buildstrong habits, reinforce practical theory, and develop confident hands-on skills, the Skill Cards provide step-by-steptechnical procedures, diagrams, key points, technical adaptations, formulas, product guidance, and subject-specificfundamentals in one unified system. Used in both the classroom and clinic classroom, the Skill Cards serve as a quick-reference learning tool, guided practice support, and ongoing study resource throughout a learner's education and beyond.

THE MAKEUP SYSTEM APP

This app has all you need to draw and create any makeup design, including high-fashion, runway, avant-garde, photo shoot, or everyday looks. The Makeup System app is a must for all who love makeup, including new makeup artists and seasoned professionals.

Special features of the app include:

- View video tutorials on cheek, eye, and lip application.
- Build your own face chart by selecting from various face sizes, skin tones, eye shapes, and lip shapes.
- Utilize the large color palette to include pastel, neutral, bold, and shimmer shade; all colors can be layered, blended, and smudged.
- The seven makeup brushes include a thin liner, lip, fan, angled liner, blush, and two shadow brushes.
- Utilize various tools, including a pencil eraser to erase or clean unwanted lines; two different sponges for blending; and a pencil to be used as an eye, lip, or brow liner.
- A special "layer" option allows you to better "draw within the lines" in the foreground or background of the face chart.

- A zoom feature allows drawing details on the eyes, lips, or any area of the face chart.
- Create and label multiple collections of face charts that can be saved and e-mailed to others.

PLUGGED IN APP

Plugged In is an enhanced educational and resource tool, exclusive to Paul Mitchell Schools, that enables our Future Professionals to stay connected with their education inside and outside of the classroom.

Features and Access Includes:

- Paul Mitchell Schools System Apps – Future Professionals will have access to The Color System, The Cutting System, and The Makeup System apps from within the Plugged In app.
- My Profile Access – Future Professionals will have access to view and update their profile information within the Plugged In app.
- Plugged In – Future Professionals will have access to all content found on our Plugged In educational and resource website. This content includes:
- Multiple Intelligence, MASTERS, Careers, Professional Development, Mentors, Education, Giving Back, Caper, Media, Contests, Product, and The Buzz.
- Messages – Future Professionals will have the ability to view and receive individual or group messages from their school leaders.

CONNECTING TO MY FUTURE APP

Connecting to My Future is a professional development app designed to help transform yourself into your new role as a successful, confident, and knowledgeable salon, spa, or barbering professional. Having this strong foundation is key to success in the beauty and barbering industries.

This book focuses on the following:

- Essential skills — Also known as “soft skills,” and include communication, empathy, mindfulness, social and emotional IQ, the Be Nice culture, being a team player, and more.
- Career services — Teaches professional career preparedness skills and provides the hiring opportunity connections for school graduates with salon, spa, and barbershop owners and managers.
- Financial literacy — This is how students gain a financial education and the confidence to properly manage and understand their money.

Each chapter of the app connects the reader with inspirational and experienced mentors, along with activities, videos, and MASTERS Podcast interviews.

Be Nice or Else iBook ISBN-13: 978-0-974-993-99-7

MAKEUP PORTFOLIO

The Makeup Portfolio is a comprehensive workbook designed for students and professionals in the makeup industry. It guides users through various makeup techniques, from foundational skills to advanced applications, while also emphasizing the importance of building a professional portfolio.

THE MINI-COLOR SWATCH BOOK

This Mini Swatch Book includes hair color swatch references, color education and usage guidelines for Paul Mitchell color brands.

My Portico App.

My Portico App. is a student success platform purpose-built for vocational education programs. It’s student-driven, mobile-first approach improves the entire student lifecycle—helping more students get from day one to graduation day. My Portico App. collects timely and accurate data from every learning environment, visualizes it into accessible dashboards, and automatically acts on it to intervene with at-risk students and celebrate student wins. Students input completed skills into the My Portico App. student app. Depending on your program requirements, they can submit files including pictures, PDFs, and short videos alongside their skills. Instructors have a queue of skills that

they can approve/reject with the touch of a button, or grade the skill depending on your program requirements. If skills need review by an external party like a site preceptor, you trigger competency evaluations after every skill, a set of skills, or a certain period of time.

Transfer students are responsible to purchase the education kit at an additional cost from the tuition. The cost of the education kit is $700.00.

GRADUATION INFORMATION

GRADUATION REQUIREMENTS

To be eligible for graduation from the school, a student must fulfill the following criteria:

• Complete the required number of program clock hours.

• Complete and submit all practical skill assignments via platform/method to demonstrate completion of the practical skill requirements.

• Complete all assigned written and practical exams with a passing score.

AVAILABILITY OF TRANSCRIPTS POLICY

OFFICIAL TRANSCRIPTS

Effective July 1, 2024, federal regulations under Title IV of the Higher Education Act (34 CFR 668.14(b)(33) and (b)(34)) govern the release of official transcripts for students who received Title IV federal student aid. An official transcript is a certified copy of the student's academic record, including clock hours earned.

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How to Request a Transcript: To request an official transcript, please contact the Financial Services Office. Processing typically takes 7–10 business days. Unofficial transcripts are available upon request. Additional transcript requests made by the student or a third party will be charged a $10.00 fee as of the date of the request.

Additional Information: This policy is subject to applicable state laws and accrediting standards. If you have any questions regarding graduation requirements, transcripts, or financial obligations, please direct them to the Financial Services Office.

CERTIFICATE OF COMPLETION

A Certificate of Completion will be issued once a student has met all academic graduation requirements and settled all financial obligations to the school—either by paying in full or via a compliant payment arrangement.

Please note that the Certificate of Completion is not a requirement for graduation or for receiving an official transcript.

GRADUATES COMPLETING A PROGRAM AND RE-ENROLLING 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 number 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.

CAREER SERVICES - COSMETOLOGY

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

Although Paul Mitchell the School NYC does not guarantee employment upon graduation, Paul Mitchell the School NYC does maintain an aggressive job placement program and will inform students of job openings and opportunities. Paul Mitchell the School NYC 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 NYC has placed students in the beauty industry as Hairstylist, Makeup Artists, Educators, and Salon Owners or Managers.

ESTHETICS PROGRAM

ESTHETICS COURSE INFORMATION

ESTHETICS COURSE DESCRIPTIONS

ESTHETICS: ***SOC 39-5094.00, CIP Code 12.0409:***

The curriculum involves 600 hours to satisfy New York state requirements. The course includes extensive instruction and practical experience in facials, hair removal, makeup application, customer service, personal appearance and hygiene, personal motivation and development, retail skills, client record keeping, business ethics, state laws and regulations, salon-type administration, and job interviewing.

**Graduates are prepared to be an entry level esthetician.*

This program is taught in English. Textbooks and Course Materials are only offered in the English Language.

ESTHETICS COURSE OVERVIEW

Course Hours: 600 clock hours

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

- **Pre-clinical Classroom Instruction:** The first 190-hours hours are devoted to pre-clinical classroom instruction where Future Professionals develop foundational knowledge and practical skills through classroom workshops, demonstrations, theory instruction, and guided practice. Instruction emphasizes design principles, technical procedures, safety and sanitation, professional conduct, and readiness for supervised services.
- **Clinic Classroom Learning Experience:** Future Professionals apply classroom learning through supervised practical instruction and guest services. With coaching and guidance from Learning Leaders, they refine technical skills, consultation and communication, guest experience, product recommendations, and professional work habits. Learning continues through mini-classes, feedback, and structured practice.

ESTHETICS COURSE OUTLINE

- **Core Curriculum:** The Core Curriculum introduces the foundational principles and skills of the program through theory instruction, demonstrations, and hands-on practice. Future Professionals build essential technical knowledge, safety and sanitation practices, client care, and professional habits. Learning Leaders monitor progress, and learning is evaluated through written, oral, and practical methods, as applicable. Completing Core successfully prepares students for the next phase of their education, including supervised clinic classroom experiences.
- **Clinic Classroom Learning Experience:** In the clinic classroom, Future Professionals provide services to guests under Learning Leader supervision. They keep learning and reinforce classroom instruction through coaching, mini-classes, practical worksheets, and progress evaluations. They practice consultations, service planning, technical proficiency, guest communication, sanitation and safety, and professional service habits.
- **Classroom Learning Experience:** Instruction combines theory, demonstrations, and practical application. Additional learning opportunities may address retailing and product knowledge, communication, professional development, motivation, and career readiness, facilitated by appropriate school team members or guest artists.

ESTHETICS COURSE SUBJECTS

The instructional program of Paul Mitchell the School NYC meets or exceeds the state requirements:

Requirements	Total Clock Hours
ORIENTATION • School Rules and Regulations • History of Esthetics • The Role of the Esthetician • Qualities of the Professional Esthetician • Code of Ethics • New York State and Federal Laws, Rules, and Regulations • View and discuss the mandatory Domestic Violence and Sexual Assault Awareness online course	4
SAFETY AND HEALTH • Local, State, Federal Safety Codes • Classroom/Student Salon Rules and Regulations • Hazardous Materials Communications (HAZMAT)	8
INFECTION CONTROL • Types and Classification of Bacteria • Viral, Bacterial and Fungal Infections • Immunity and Body Defenses • Methods of Infection Control • Physical and Chemical Agents for Infection Control	18
ANATOMY AND PHYSIOLOGY • Cells, Tissues, and Organs • Body Systems	30
STRUCTURE AND FUNCTIONS OF THE SKIN • Physiology and Histology of the Skin • Structure and Functions of the Skin • Appendages of the Skin	18
NUTRITION FOR HEALTHY SKIN AND LONGEVITY • Maintaining a Healthy Body • Proper Nutrition effects on skin and health • Identify Free Radicals and Benefits of Vitamins	5
SKIN DISORDERS AND DISEASES • Identify Skin Disorders • Describe lesions and gland disorders • Identify and describe inflammation of the skin and pigmentation disorders • Identify and describe pigmentation disorders	12
SKIN ANALYSIS • Identify Skin Types • Identify Skin Conditions • Identify methods of use for client consultation • Identify methods of collection and analysis use in client consultation • Identify treatments and product selection based on the skin analysis	18
SUPERFLUOUS HAIR • Theoretical Overview of Permanent Methods (Electrolysis, Thermolysis and Blend) • Temporary Methods of Hair Removal: Manual Tweezing and Waxing (Strip and Non-strip)	60
CHEMISTRY • Chemistry as Related to Esthetics • Acidity and Alkalinity	3
CHEMISTRY AS APPLIED TO ESTHETICS • Cosmetics and Skin Care Products • Massage Creams and Oils • New Product Technologies • FDA Laws Governing Cosmetics and Skin Care • Skin Sensitivity and Allergic Reactions	21

Requirements	Total Clock Hours
ELECTRICITY AND EQUIPMENT • Electricity as Related to Esthetics Equipment • Electrical Equipment Safety • Galvanic Current for Iontophoresis or De-incrustation • High Frequency Current • Esthetics Equipment • Paraffin Unit • Emerging Technologies	18
FACIAL AND BODY PROCEDURES • Client Consultation • Skin Analysis, Product Selection and Treatment Recommendations • Facial and Body Procedures • Overview of Various Products to enhance the Appearance of the Skin • Facial Procedures with Electrical Equipment • Wet and Dry Exfoliations and Applications • Overview of Advanced Techniques	240
MAKE-UP TECHNIQUES • Color Theory • Morphology of the Face • Eyebrow Contouring • Make-up Application • Artificial Eyelashes • Advanced Make-up Techniques	70
BUSINESS PRACTICES • Business Operation • Accounting and Inventory • Payroll Regulations • Ethics and Professional Conduct • Retailing Techniques • Marketing (Advertising, Retailing, and Promotion) • Customer Relations	30
CAREER SKILLS • Identify Career Opportunities • Discuss proper job keeping attitudes and habits • Identify why people leave or lose their jobs • Prepare a resume and cover letter • Discuss interview preparations • Participate in actual or simulated job interview	12
INTRODUCTION TO ADVANCED ESTHETICS • Define Paramedical Procedures • Discuss Scope of Licensure • Overview of Medical Procedures • Pre and Post Operative Care	9
STATE BOARD PREPARATIONS	24
Hours required by NYS Regulations	**600**

The institution offers employment assistance to help graduates' efforts to secure education-related employment that includes, but is not limited to training in professionalism, resume' development, job interview preparation and job search skills.

ESTHETICS PROGRAM TESTING AND GRADING PROCEDURE

The following tests and grading procedures are incorporated during the student's 600-hour course:

1. **Academic theory exams:** Student must receive a grade of 80% or higher on each assigned theory exam.
2. **Midterm written and practical:** Students must receive a grade of 80% or higher on all final exams.

3. **Final written and practical:** The written test covers an overview of all theory instruction, New York state law, and other items covered on the state skin care exam. Students must receive a grade of 80% or higher on all final exams.
4. **Clinic Practical Skill Assessment:** Future Professionals progress in practical skill assessments and theory hours will be digitally monitored on a weekly basis by the Future Professional Advisor using Course Key app. All assignments must be completed in order to complete the program.

ESTHETICS INSTRUCTIONAL TECHNIQUES AND METHODS

The 600 esthetics programs are provided through a sequential set of learning steps which address specific tasks necessary for State Board preparation, graduation, and job entry level skills. Clinic equipment, implements and products are comparable to those used in the industry. Each student will receive instruction that relates to the performance of useful, creative and productive career-oriented activities. The course is presented through well-developed lesson plans that reflect the latest educational methods. Subjects are presented by means of lectures, demonstration, distance education, and student participation. Audio-visual aids, guest speakers, field trips, and other related learning methods are used in the course.

ESTHETICS CLASS START DATES

	2026 Class Start Date	**Anticipated Graduation Date**
5-DAY FULL TIME SCHOOL TUESDAY - SATURDAY 9:00 AM to 4:30 PM	January 13, 2026	May 27, 2026
	September 29, 2026	February 18, 2027
	November 17, 2026	April 8, 2027
	December 1, 2026	April 19, 2027

	2026 Class Start Date	**Anticipated Graduation Date**
4-DAY PART TIME SCHOOL TUESDAY - FRIDAY 5:00 PM to 10:00 PM	November 17, 2026	July 21, 2027
	December 8, 2026	August 5, 2027

	2027 Class Start Date	**Anticipated Graduation Date**
5-DAY FULL TIME SCHOOL TUESDAY - SATURDAY 9:00 AM to 4:30 PM	(A) January 5, 2027	May 18, 2027
	(B) February 2, 2027	June 15, 2027
	(A) March 2, 2027	July 14, 2027
	(B) April 13, 2027	August 25, 2027
	(A) May 11, 2027	September 22, 2027
	(B) June 8, 2027	October 20, 2027
	(A) July 6, 2027	November 16, 2027
	(B) August 3, 2027	December 17, 2027
	(A) August 31, 2027	January 19, 2028
	(B) September 28, 2027	February 16, 2028
	(A) October 26, 2027	March 15, 2028
	(B) November 23, 2027	April 12, 2028
	(A) December 21, 2027	May 5, 2028

4-DAY PART TIME SCHOOL TUESDAY - FRIDAY 5:00 PM to 10:00 PM	**2027 Class Start Date**	**Anticipated Graduation Date**
	(A) January 5, 2027	August 26, 2027
	(B) February 2, 2027	September 23, 2027
	(A) March 2, 2027	October 21,, 2027
	(B) March 30, 2027	November 18, 2027
	(A) April 27, 2027	December 22, 2027
	(B) May 25, 2027	January 21, 2028
	(A) June 22, 2027	February 1, 2028
	(B) July 27, 2027	March 23, 2028
	(A) August 24, 2027	April 20, 2028
	(B) September 28, 2027	May 25, 2028
	(A) October 26, 2027	June 22, 2028
	(B) November 23, 2027	July 25, 2028
	(A) December 21, 2027	August 16, 2028

ESTHETICS PROGRAM SCHEDULES

Option	Days	Time	Hours Per Day	Hours Per Week
5-Day School Full-Time	Tuesday - Saturday	9:00 AM to 4:30 PM	7 hrs. per day	35 hrs. per week
4-Day Night School Part-Time	Tuesday - Friday	5:00 PM to 10:00 PM	5 hrs. per day	20 hrs. per week

ESTHETICS COST OF TUITION AND SUPPLIES

Our current tuition, fees, and supply costs are detailed below.

Prospective students are encouraged to use the Net Price Calculator available on our website to receive a personalized estimate of the cost of attending Paul Mitchell the School NYC.

Transfer students and students who are approved to re-enter their program are assessed a per clock hour rate for the remainder of their program.

TUITION — ESTHETICS	
Tuition	$10,000.00
Technical Kit	$2,104.91
Textbooks	$595.00
Digital Kit (Ipad, Apple Care Warranty - 2 year, and Notability)	$444.23
Sales Tax (8.88%) (technical kit, digital kit & Textbook)	$186.92
Application Fee *(nonrefundable)*	$100.00
TOTAL COSTS	**$13,431.06**

Program	**Per Clock Hour Rate (Re-Entry students only)**
Esthetics	$17.00

Any used and/or opened items in the Paul Mitchell Technical Kit purchased from the school are considered unreturnable equipment. Returnable equipment must be returned within 20 days of withdrawal in their original state, no exceptions. All returned equipment will be assessed a 25% restocking fee. Unopened items from the kit can only be returned to the school if they were purchased directly from the school.

Note: The total charges for a period of attendance are equivalent to the cost of the entire program, due to the length of the program.

Please contact the school's Financial Aid Leader for payment options. The school accepts cashier check payments, federal financial aid, Veteran benefits and installment payment plans. For cash paying students the school will also accept money orders. Financial aid recipients understand that monies received on their behalf are applied first to tuition costs.

Per VA regulation, only mandatory fees may be billed to the VA. Students utilizing VA benefits will be responsible for arranging alternate payments for any fees not covered by VA.

Financial aid available to those who qualify.

At its sole discretion, the school may adjust tuition and kit fees for students that transfer from a school that has closed without notice.

ESTHETICS KIT AND TEXTBOOKS

ESTHETICS TECHNICAL KIT

Students will only be allowed to use Paul Mitchell kits and equipment while enrolled at the School. Students are responsible for purchasing a Paul Mitchell Kit, Textbook and Supplies at an additional cost from the published tuition. Please note that Students are responsible for the purchase of personal stationery supplies.

Disclaimer: A detailed list of esthetics kit content is available upon request from the school. Kit items are brands are subject to change at any time without notice based on products availability or curriculum updates. If the Student needs to replace a kit or equipment item at any time during his or her enrollment in the School, these items may be purchased through the School.

Students are advised to refrain from loaning any part of their kit or textbooks. The School is not responsible for items that are lost or stolen.

Per VA regulation, only mandatory fees may be billed to the VA. Students utilizing VA benefits will be responsible for arranging alternate payments for any fees not covered by VA.

Textbooks	Cost
1 Digital Pivot Point Fundamentals w/ Printed Study Guide (2021-2 year, ISBN: 978-1-951862-52-7)	$595.00

ESTHETICS EDUCATION KIT

The Esthetics Education Kit is included in the cost of tuition, for students who pay for the full program. Transfer students are responsible to purchase the education kit at an additional cost from the published tuition.

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CAREER SERVICES - ESTHETICS

CAREER SERVICES

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

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A Certificate of Completion will be issued once a student has met all academic graduation requirements and settled all financial obligations to the school—either by paying in full or via a compliant payment arrangement.

Please note that the Certificate of Completion is not a requirement for graduation or for receiving an official transcript.

GRADUATES COMPLETING A PROGRAM AND RE-ENROLLING 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 number 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.

MAKEUP PROGRAM

MAKEUP PROGRAM COURSE INFORMATION

MAKEUP PROGRAM COURSE DESCRIPTIONS

MAKEUP PROGRAM: ***(SOC) 39-5012.00, (CIP) Code 12.0406***
This program does not lead to licensure.

The curriculum involves 80 clock hours of instruction including an overview of various makeup techniques and application for fundamental to advanced makeup application. The course is designed to broaden the student's vision and challenge boundaries permitting a more creative approach to makeup profession.

**Graduates are prepared to be entry-level makeup artist.*

This program is taught in English. Textbooks and Course Materials are only offered in the English Language.

***This makeup programs is not accredited or approved by National Accrediting Commission of Career Arts & Sciences, Inc. (NACCAS) and is not eligible for Title IV funding.*

MAKEUP PROGRAM COURSE OVERVIEW

Course Hours: 80 clock hours

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

- **Classroom Instruction:** Lecture, Model Demonstration and videos.
- **Classroom Learning Experience:** Observation, discussion and hand-on application of techniques.

MAKEUP PROGRAM COURSE SUBJECTS

The New York State law does not require a license to be a makeup artist.

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

Scope of Curriculum and Total Clock Hours

Scope of Curriculum	Total Clock Hours
1. Fundamental to Beauty Makeup • Overview Products Knowledge and Sanitation for health & safety of Makeup Artist and Clients. • Learn face shapes and Eyebrows Shapes. • Learn how to prep the skin prior to makeup application.	**5**
2. Color Theory • Fundamental to Color Theory. • Choose the right Foundation and Concealer to create a perfect blend for the skin tone. • Enhance the features using Highlight and Contouring techniques. • Powders Application techniques for Face and Check-blush.	**10**
3. Eye and Lips Theory • Eye Shapes and Characteristics • Eyeliner techniques • How to apply Mascara and Lashes • Shaping lips techniques.	**5**
4. Face Chart Design • Learn how to design looks on face charts.	**5**
5. Bridal Makeup • Learn techniques and business of Bridal Makeup. • Business of Men's Makeup.	**10**
6. Advanced Correction Makeup • Mature Skin Makeup. • Corrective techniques.	**5**

Scope of Curriculum	Total Clock Hours
7. Advanced Eye Makeup • Editorial Eyeliner Techniques. • Editorial Smokey Eye. • Texture in Makeup.	**10**
8. Evolution of Makeup • Early 20th Century Makeup. • 1940's - 1950s- Makeup Techniques. • 1960's -1980's - Makeup Techniques.	**5**
9. Photo Shoot Fundamental • Understand Photoshoot Roles and Etiquette on set. • Create looks for Photoshoots.	**5**
10. Roles on set for TV, Film, and Print • Portfolio and Marketing for Editorial. • Fundamental of Runway. • Editorial Hairstyling. • Roles on Set. • Continuity for TV, Film and Print	**5**
11. Makeup Business • Create Action Plan for Business and Marketing.	**5**
12. Assessment • Practical Exam and Written Exam. • Prep for the Graduation Photoshoot. • Graduation Photoshoot.	**10**
Total Makeup Hours	**80**

MAKEUP PROGRAM TESTING AND GRADING PROCEDURE

The following tests and grading procedures are incorporated during the student's 80 clock hour course:

1. Student must pass a written and practical final exam with a minimum of 80%.

MAKEUP PROGRAM CLASS START DATES

OPTIONS	2026 START DATE	ANTICIPATED GRADAUTION DATE
2-Day School Part Time TUESDAY - WEDNESDAY 9:00 AM to 5:00 PM	August 11, 2026	September 16, 2026
	November 3, 2026	December 15, 2026

OPTIONS	2026 Start Dates	ANTICIPATED GRADAUTION DATE
4-Day Night School Part Time TUESDAY - FRIDAY 5:00 PM to 10:00 PM	August 18, 2026	September 16, 2026
	October 20, 2026	November 18, 2026

OPTIONS	2027 START DATES	ANTICIPATED GRADAUTION DATE
2-Day School Part Time TUESDAY - WEDNESDAY 9:00 AM to 5:00 PM	January 26, 2027	March 3, 2027
	April 20, 2027	May 26, 2027
	July 13, 2027	August 18, 2027
	October 5, 2027	November 10, 2027

OPTIONS	2027 START DATES	ANTICIPATED GRADAUTION DATE
4-Day Night School Part Time TUESDAY - FRIDAY 5:00 PM to 10:00 PM	January 5, 2027	February 3, 2027
	March 9, 2027	April 7, 2027
	May 11, 2027	June 19, 2027
	July 20, 2027	August 18, 2027
	September 21, 2027	October 20, 2027
	November 23, 2027	December 29, 2027

MAKEUP PROGRAM SCHEDULES

Option	Days	Time	Hours Per Day	Hours per Week	Number of Weeks
2-Day School Part-Time	Tuesday - Wednesday	9:00 AM to 5:00 PM	7.5 hrs. per day	15 hrs. per week	6 weeks
4-Day Night School Part-Time	Tuesday - Friday	5:00 PM to 10:00 PM	5 hrs. per day	20 hrs. per week	4 weeks

***** The makeup program is not NACCAS approved and does not qualify for financial aid.***

MAKEUP PROGRAM COST OF TUITION AND SUPPLIES

Our current tuition, fees, and supply costs are detailed below.

Prospective students are encouraged to use the Net Price Calculator available on our website to receive a personalized estimate of the cost of attending Paul Mitchell the School NYC.

Students who are approved to re-enter their program are assessed a per clock hour rate for the remainder of their program.

TUITION – MAKEUP **	
Tuition	$3,000.00
Makeup Kit & I-pad *(nonrefundable)*	$1,862.19
Sales Tax (8.88%)	$165.18
Application Fee *(nonrefundable)*	$100.00
TOTAL COSTS	**$5,127.36**

Program	Per Clock Hour Rate (Re-Entry Students Only)
Makeup	$17.00

****Any used and/or opened items in the Paul Mitchell Technical Kit purchased from the school are considered unreturnable equipment. Returnable equipment must be returned within 20 days of withdrawal in their original state, no exceptions. All returned equipment will be assessed a 25% restocking fee. Unopened items from the kit can only be returned to the school if they were purchased directly from the school.***

Note: The total charges for a period of attendance are equivalent to the cost of the entire program, due to the length of the program.

Please contact the school's Financial Service Leader for payment options. The school accepts cashier check payments and installment payment plans. For cash paying students the school will also accept money orders.

*** The makeup program is not NACCAS approved and does not lead to licensure.*

*** The makeup program does not qualify for financial aid*

MAKEUP PROGRAM KIT AND TEXTBOOKS

MAKEUP PROGRAM TECHNICAL KIT

Students will only be allowed to use Paul Mitchell kits and equipment while enrolled at the School. Students are responsible for purchasing a Paul Mitchell Kit, and Supplies at an additional cost from the published tuition. Please note that Students are responsible for the purchase of personal stationery supplies.

Disclaimer: A detailed list of makeup kit content is available upon request from the school. Kit items are brands are subject to change at any time without notice based on products availability or curriculum updates. If the Student needs to replace a kit or equipment item at any time during his or her enrollment in the School, these items may be purchased through the School.

Students are advised to refrain from loaning any part of their kit. The School is not responsible for items that are lost or stolen.

Per VA regulation, only mandatory fees may be billed to the VA. Students utilizing VA benefits will be responsible for arranging alternate payments for any fees not covered by VA.

*****This makeup program is not accredited or approved by National Accrediting Commission of Career Arts & Sciences, Inc. (NACCAS)and is not eligible for Title IV funding. The makeup program does not lead to licensure.***

GRADUATION REQUIREMENTS - MAKEUP

GRADUATION REQUIREMENTS

To be eligible for graduation from the school, a student must fulfill the following criteria:

• Complete the required number of program clock hours.

• Complete and submit all practical skill assignments via platform/method to demonstrate completion of the practical skill requirements.

• Complete all assigned written and practical exams with a passing score.

AVAILABILITY OF TRANSCRIPTS POLICY

OFFICIAL TRANSCRIPTS

Effective July 1, 2024, federal regulations under Title IV of the Higher Education Act (34 CFR 668.14(b)(33) and (b)(34)) govern the release of official transcripts for students who received Title IV federal student aid. An official transcript is a certified copy of the student's academic record, including clock hours earned.

*****The Makeup program is not eligible for Financial Aid and does not lead to licensure***

New York Requirement (Education Law § 640 — Student Debt; Prohibited Practices):

New York law imposes a different requirement than the federal rule above. As a licensed private career school, the school will not, regardless of any outstanding balance or its source:

• Withhold a transcript — including all clock hours earned and all grades — because a student owes a debt to the school.

• Condition the provision of a transcript on payment of that debt.

Transcripts will not be withheld due to balances resulting from instructional error or misconduct.

How to Request a Transcript: To request an official transcript, please contact the Financial Services Office. Processing typically takes 7–10 business days. Unofficial transcripts are available upon request. Additional transcript requests made by the student or a third party will be charged a $10.00 fee as of the date of the request.

Additional Information: This policy is subject to applicable state laws and accrediting standards. If you have any questions regarding graduation requirements, transcripts, or financial obligations, please direct them to the Financial Services Office.

CERTIFICATE OF COMPLETION

A Certificate of Completion will be issued once a student has met all academic graduation requirements and settled all financial obligations to the school—either by paying in full or via a compliant payment arrangement.

Please note that the Certificate of Completion is not a requirement for graduation or for receiving an official transcript.

GRADUATES COMPLETING A PROGRAM AND RE-ENROLLING 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 number 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.

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 number 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.

CAREER SERVICES - MAKEUP

Career opportunities for Makeup, but are not limited to, Makeup Artist, Educator, Salon Owner or Manager, Product Trainer, and many more.

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

WAXING PROGRAM

WAXING PROGRAM COURSE INFORMATION

WAXING PROGRAM: ***Standard Occupational Classification (SOC 39-5094.00) Classification of Instructional Program (CIP 12.0409)***

The curriculum involves 75 hours to satisfy New York state requirements. The course includes extensive instruction and practical experience in skin, hair removal, customer service, personal appearance and hygiene, personal motivation and development, retail (Take Home) skills, guest record-keeping, business ethics, state laws and regulation, salon-type administration, and job interviewing.

**Graduates are prepared to be an entry level wax specialist.*

This course is taught in English. Textbooks and Course Materials are taught in the English Language.

WAXING PROGRAM COURSE OVERVIEW

Course Hours: 75 clock hours

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

- **Pre-clinical Classroom Instruction:** The first 15 hours are devoted to classroom workshops where students learn design principles, technical information, and professional practices.
- **Clinic Classroom Learning Experience:** The remaining 60 hours are spent in the clinic classroom area where practical experience is gained.

WAXING PROGRAM COURSE OUTLINE

Your time at Paul Mitchell the School NYC for the waxing program will be divided into two designations:

- **Core Curriculum:** A 15-hour pre-clinical orientation, known as the Core program, instills the basic fundamentals. Students are graded and evaluated using written, oral, and practical testing methods.
- **Adaptive Curriculum:** From 16 to 75 hours you will enter a new phase of elective classroom workshops coupled with challenging practical services designed to continue building you into a industry professional.

WAXING PROGRAM COURSE SUBJECTS

The instructional program of Paul Mitchell the School NYC meets or exceeds the state requirements.

SUBJECT 1	HOURS
PROFESSIONAL REQUIREMENTS • New York State License Requirements • State and Federal Payroll Requirements • New York State Sales Tax Requirements • Career Opportunities and Placement • Professional Ethics, Conduct and Attitude Professional Organizations, Trade Shows and Publications • View and discuss the mandatory Domestic Violence and Sexual Assault Awareness online course	10

SUBJECT 2	HOURS
SAFETY AND HEALTH • New York State Laws, Rules and Regulations • OSHA Regulations Concerning Hazardous Material Communications • Type and Classification of Infectious Organisms - Bacteria - Viruses - Mold and Fungus • Growth and Reproduction of Infectious Organisms • Infections and Their Prevention • Immunity and Body Defenses • Decontamination and Infection Control • Physical and Chemical Agents	20

SUBJECTS 3	
SKIN STRUCTURE, DISORDERS AND DISEASES • Histology of the Skin and its Functions - Skin Disorders and Diseases • Hair Structure and Functions With Relations to Waxing	10

SUBJECTS 4	HOURS
REMOVAL OF SUPERFLUOUS HAIR • Theoretical Overview of Permanent Methods (Electrolysis, Thermolysis, Blend) • Temporary Methods of Hair Removal - Manual Tweezing - Depilatory Lotion - Waxing (strip and non-strip)	35

The institution offers employment assistance to help graduates' efforts to secure education-related employment that includes, but in not limited to training in professionalism, resume' development, job interview preparation and job search skills.

WAXING PROGRAM TESTING AND GRADING PROCEDURES

The following tests and grading procedures are used to assess student learning and mastery of course content in the 75-hour course.

1. **Academic theory exams:** Students must receive a grade of 80% or higher on each assigned theory exam. Exams are completed at the conclusion of each online theory module.
2. **Final written and practical:** The written exam covers an overview of all theory instruction, New York state law, and other items covered on the state waxing exam. Students must receive a grade of 80% or higher on all final exams.
3. **Clinic Practical Skill Assessments:** Future Professionals progress in practical skill assessments and theory hours will be digitally monitored on a weekly basis by the Future Professional Advisor using the Course Key app. All assigned practical skill assessments must be completed in order to complete the program.

WAXING PROGRAM INSTRUCTIONAL TECHNIQUES AND METHODS

The waxing program is provided through a sequential set of learning steps which address specific tasks necessary for State Board preparation, graduation, and job entry level skills. Clinic equipment, implements and products are comparable to those used in the industry. Each student will receive instruction that relates to the performance of useful, creative and productive career-oriented activities. The course is presented through well-developed lesson plans that reflect the latest educational methods. Subjects are presented by means of lectures, demonstration, and student participation. Audio-visual aids, guest speakers, field trips, and other related learning methods are used in the course.

WAXING PROGRAM CLASS START DATES

OPTIONS	2026 START DATES	ANTICIPATED GRADUATION DATE
2-DAY SCHOOL PART-TIME TUESDAY - WEDNESDAY 9:00 AM to 5:00 PM	July 8, 2026	August 6, 2026
	September 29, 2026	October 28, 2026
	December 15, 2026	January 20, 2027

OPTIONS	2026 START DATES	ANTICIPATED GRADUATION DATE
4-DAY NIGHT SCHOOL Part Time TUESDAY - FRIDAY 5:00 Pm to 10:00 PM	September 22, 2026	October 20, 2026
	November 24, 2026	December 30, 2026

OPTIONS	2027 START DATES	ANTICIPATED GRADUATION DATE
2-DAY SCHOOL PART-TIME TUESDAY - WEDNESDAY 9:00 AM to 5:00 PM	March 9, 2027	April 14, 2027
	June 1, 2027	July 13, 2027
	August 24, 2027	September 29, 2027
	November 16, 2027	December 28, 2027

OPTIONS	2027 START DATES	ANTICIPATED GRADUATION DATE
4-DAY NIGHT SCHOOL Part Time TUESDAY -FRIDAY 5:00 Pm to 10:00 PM	February 9, 2027	March 9, 2027
	April 13, 2027	May 11, 2027
	June 15, 2027	July 14, 2027
	August 24, 2027	September 21, 2027
	October 26, 2027	November 23, 2027

WAXING PROGRAM SCHEDULE

OPTIONS	DAYS	TIMES	HOURS PER DAY	HOURS PER WEEK	NUMBER OF WEEKS
2-Day School Part-Time	Tuesday - Wednesday	9:00 AM to 5:00 PM	7.5 hrs. per day	15 hrs. per week	5 weeks
4-Day Night School Part-Time	Tuesday -Friday	5:00 PM to 10:00 PM	5 hrs. per day	20 hrs. per week	4 weeks

WAXING PROGRAM COST OF TUITION AND SUPPLIES

Our current tuition, fees, and supply costs are detailed below.

Prospective students are encouraged to use the Net Price Calculator available on our website to receive a personalized estimate of the cost of attending Paul Mitchell the School NYC.

Transfer students and students who are approved to re-enter their program are assessed a per clock hour rate for the remainder of their program.

TUITION - WAXING PROGRAM 75 HOUR	COST
Tuition	$1,350.00
Technical Kit Fee (***nonrefundable***)	69.87
Digital Textbook (Pivot Point Lab) ***(nonrefundable)***	195.50
iPad with Applecare ***(nonrefundable)***	398.00
Sales Tax (8.88%) ***(nonrefundable)***	178.59
Application Fee (***nonrefundable***)	$100.00
TOTAL COSTS	**$2,291.96**

PROGRAM	PER HOUR CLOCK RATE (Re-Entry Students Only)
Waxing 75 hours	$17.00

Any used and/or opened items in the Paul Mitchell Technical Kit purchased from the school are considered unreturnable equipment. Returnable equipment must be returned within 20 days of withdrawal in their original state, no exceptions. All returned equipment will be assessed a 25% restocking fee. Unopened items from the kit can only be returned to the school if they were purchased directly from the school.

Note: The total charges for a period of attendance are equivalent to the cost of the entire program, due to the length of the program.

Please contact the school's Financial Service Leader for payment options. The school accepts cashier's check payments and installment payment plans. For cash-paying students the school will also accept money orders.

*** The waxing program does not qualify for financial aid.*

WAXING PROGRAMS KIT AND SUPPLIES

WAXING PROGRAMS TECHNICAL KIT

Students will only be allowed to use Paul Mitchell kits and equipment while enrolled at the School. Students are responsible for purchasing a Paul Mitchell Kit, Textbook and Supplies at an additional cost from the published tuition. Please note that Students are responsible for the purchase of personal stationery supplies.

Disclaimer: A detailed list of waxing kit content is available upon request from the school. Kit items are brands are subject to change at any time without notice based on products availability or curriculum updates. If the Student needs to replace a kit or equipment item at any time during his or her enrollment in the School, these items may be purchased through the School.

Students are advised to refrain from loaning any part of their kit or textbooks. The School is not responsible for items that are lost or stolen.

Per VA regulation, only mandatory fees may be billed to the VA. Students utilizing VA benefits will be responsible for arranging alternate payments for any fees not covered by VA.

Textbook	Cost
1 Pivot Point Fundamentals Esthetics Textbook ISBN: 978-1-95862-59-6 1 Pivot Point Lab Textbook	$195.00
Sales Tax (8.88%) (non-refundable)	$17.32
TOTAL	$212.32

GRADUATION REQUIREMENTS - WAXING

GRADUATION REQUIREMENTS

To be eligible for graduation from the school, a student must fulfill the following criteria:

• Complete the required number of program clock hours.

• Complete and submit all practical skill assignments via platform/method to demonstrate completion of the practical skill requirements.

• Complete all assigned written and practical exams with a passing score.

AVAILABILITY OF TRANSCRIPTS POLICY

OFFICIAL TRANSCRIPTS

Effective July 1, 2024, federal regulations under Title IV of the Higher Education Act (34 CFR 668.14(b)(33) and (b)(34)) govern the release of official transcripts for students who received Title IV federal student aid. An official transcript is a certified copy of the student's academic record, including clock hours earned.

*****The Waxing program is not eligible for Financial Aid***

New York Requirement (Education Law § 640 — Student Debt; Prohibited Practices):

New York law imposes a different requirement than the federal rule above. As a licensed private career school, the school will not, regardless of any outstanding balance or its source:

• Withhold a transcript — including all clock hours earned and all grades — because a student owes a debt to the school.

• Condition the provision of a transcript on payment of that debt.

Transcripts will not be withheld due to balances resulting from instructional error or misconduct.

How to Request a Transcript: To request an official transcript, please contact the Financial Services Office. Processing typically takes 7–10 business days. Unofficial transcripts are available upon request. Additional transcript requests made by the student or a third party will be charged a $10.00 fee as of the date of the request.

Additional Information: This policy is subject to applicable state laws and accrediting standards. If you have any questions regarding graduation requirements, transcripts, or financial obligations, please direct them to the Financial Services Office.

CERTIFICATE OF COMPLETION

A Certificate of Completion will be issued once a student has met all academic graduation requirements and settled all financial obligations to the school—either by paying in full or via a compliant payment arrangement.

Please note that the Certificate of Completion is not a requirement for graduation or for receiving an official transcript.

GRADUATES COMPLETING A PROGRAM AND RE-ENROLLING 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 number 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.

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 number 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.

CAREER SERVICES - WAXING

Career opportunities for Waxing include, but are not limited to, Waxing Technician, Educator, Salon Owner or Manager, Product Trainer, Platform Artist, and many more.

Although Paul Mitchell the School NYC does not guarantee employment upon graduation, Paul Mitchell the School NYC does maintain an aggressive job placement program and will inform students of job openings and opportunities. Paul Mitchell the School NYC 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 NYC has placed students in the beauty industry as Waxing Technician, Educators, and Salon Owners or Managers.

NAIL CARE PROGRAM

NAIL CARE COURSE INFORMATION

NAIL CARE COURSE DESCRIPTIONS

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

The curriculum involves 250 hours to satisfy New York state requirements. The course includes extensive instruction and practical experience in manicures, pedicures, massage, customer service, personal appearance & hygiene, personal motivation and development, retail skills, client record keeping, business ethics, state laws and regulations, salon-type administration, and job interviewing.

**Graduates are prepared for an entry level nail care specialist.*

This course is taught in English. Textbooks and course materials are only offered in the English

NAIL CARE COURSE OVERVIEW

Course Hours: 250 clock hours

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

- **Pre-clinical Classroom Instruction**: hours are devoted to pre-clinical classroom instruction where Future Professionals develop foundational knowledge and practical skills through classroom workshops, demonstrations, theory instruction, and guided practice. Instruction emphasizes design principles, technical procedures, safety and sanitation, professional conduct, and readiness for supervised services.
- **Clinic Classroom Learning Experience**: Future Professionals apply classroom learning through supervised practical instruction and guest services. With coaching and guidance from Learning Leaders, they refine technical skills, consultation and communication, guest experience, product recommendations, and professional work habits. Learning continues through mini-classes, feedback, and structured practice.

NAIL CARE COURSE OUTLINE

- **Core Curriculum:** The Core Curriculum introduces the foundational principles and skills of the program through theory instruction, demonstrations, and hands-on practice. Future Professionals build essential technical knowledge, safety and sanitation practices, client care, and professional habits. Learning Leaders monitor progress, and learning is evaluated through written, oral, and practical methods, as applicable. Completing Core successfully prepares students for the next phase of their education, including supervised clinic classroom experiences.
- **Clinic Classroom Learning Experience:** In the clinic classroom, Future Professionals provide services to guests under Learning Leader supervision. They keep learning and reinforce classroom instruction through coaching, mini-classes, practical worksheets, and progress evaluations. They practice consultations, service planning, technical proficiency, guest communication, sanitation and safety, and professional service habits.
- **Classroom Learning Experience:** Instruction combines theory, demonstrations, and practical application. Additional learning opportunities may address retailing and product knowledge, communication, professional development, motivation, and career readiness, facilitated by appropriate school team members or guest artists.

NAIL CARE COURSE SUBJECTS

Instructional program of Paul Mitchell The School NYC meets or exceeds the state requirements.

Subject	Instructional Hours
1. Orientation	5
2. Safety & Health	8
3. Anatomy & Physiology of Nail, Hand, Arm, Foot, & Leg	10
4. Bacteria & Infectious Diseases; Nail, Foot, Skin, Disorders & Diseases	10
5. Methods of Infection Control	10
6. Client Consultation	4
7. Manicuring, Hand & Arm Massage	20
8. Pedicuring	15
9. Tip Application & Design	12
10. Nail Wraps	25
11. Liquid & Powder Nail Extensions	50
12. Gel Nails	20
13. Nail Art	4
14. Business Practices	8
15. Job Skills	6
16. Retailing Techniques	6
17. Unassigned Hours	37
TOTAL HOURS	**250**

NAIL CARE PROGRAM TESTING AND GRADING PROCEDURE

The following tests and grading procedures are used to assess students learning and mastery of course content in the 250-hour course:

1. **Academic theory exams**: Students must receive a grade of 80% or higher on each assigned theory exam.
2. **Core written and practical skills evaluation**: Students must receive a grade of 80% or higher on each written exam and each practical skill exam in order to complete the Core program. The exams are an overview of instruction taught during the Core schedule. All Core written and practical skill exams must be passed with a 80% in order to transition to the Clinic Classroom. If students are unable to pass each exam after two attempts, the student may be asked to withdraw from the program and re-enroll in the next available Core class start date.
3. **Final written and practical: The written test covers an overview of all theory instruction, New York state law, and other items covered on the state nail care exam. Student must receive a grade of 80% or higher on all final exams.**
4. **Clinic Practical Skill Assessments**: Future Professionals progress in practical skill assessments and theory hours will be digitally monitored on a weekly bases by the Future Professional Advisor using the My Portico App. All assigned practical skill assessments must be completed in order to complete the program.

NAIL CARE INSTRUCTIONAL TECHNIQUES AND METHODS

The Nail Care 250 clock hour course is provided through a sequential set of learning steps which address specific tasks necessary for State Board preparation, graduation and job entry level skills. Clinic equipment, implements and products are comparable to those used in the industry. Each student will receive instruction that relates to the performance of useful, creative and productive career oriented activities. The course is presented through well-

developed lesson plans that reflect the latest educational methods. Subjects are presented by means of lecture, demonstration, and student participation. Audio-visual aids, guest speakers, field trips, and other related learning methods are used in the course.

NAIL CARE CLASS START DATES

OPTIONS	2026 START DATE	ANTICIPATED GRADUATION DATE
2-DAY SCHOOL PART-TIME TUESDAY - WEDNESDAY 9:00 AM to 5:00 PM	September 8, 2026	January 27, 2027

OPTIONS	2026 START DATE	ANTICIPATED GRADUATION DATE
4-DAY NIGHT PART-TIME TUESDAY - FRIDAY 5:00 PM to 10:00 PM	October 6, 2026	January 27, 2027

OPTIONS	2027 START DATES	ANTICIPATED GRADUATION DATE
2-DAY SCHOOL PART-TIME TUESDAY - WEDNESDAY 9:00 AM to 5:00 PM	February 2, 2027	June 10, 2027
	June 15, 2027	October 21, 2027
	October 26, 2027	March 8, 2028

OPTIONS	2027 START DATES	ANTICIPATED GRADUATION DATE
4-DAY NIGHT PART-TIME TUESDAY - FRIDAY 5:00 PM to 10:00 PM	January 26, 2027	April 30, 2027
	May 4, 2027	August 10, 2027
	August 17, 2027	November 19, 2027
	November 23, 2027	March 7, 2028

NAIL CARE PROGRAM SCHEDULE

OPTIONS	DAYS	HOURS	HOURS PER DAY	HOURS PER WEEK	NUMBER OF WEEKS
2- Day School Part-Time	Tuesday - Wednesday	9:00 AM to 5:00 PM	7.5 hrs. per day	15 hrs. per week	17 weeks
4-Day Night School Part-Time	Tuesday - Friday	5:00 PM to 10:00 PM	5 hrs. per day	20 hrs. per week	13 weeks

NAIL CARE COST OF TUITION AND SUPPLIES

Our Current tuition, fees, and supply cost are detailed below.

Prospective students are encouraged to use the Net Price Calculator available on our website to receive a personalized estimate of the cost of attending Paul Mitchell The School NYC.

Students who are approved to re-enter their program are assess a per clock hour rate for the remainder of their program.

TUITION - NAIL CARE	
Tuition	$4,000.00
Technical Kit*	644.83
Textbook (non-refundable)	515.10
iPad & Applecare (non-refundable)	398.00
Sales Tax (8.88%) (Kit & Textbook) (non-refundable)	138.34
Application Fee (***nonrefundable***)	$100.00
TOTAL COST	**$5,796.27**

Program	Per Clock Hour Rate (Re-Entry Students Only)
Nail Care	$17.00

Any used and/or opened items in the Paul Mitchell Technical Kit purchased from the school are considered unreturnable equipment. Returnable equipment must be returned within 20 days of withdrawal in their original state, no exceptions. All returned equipment will be assessed a 25% restocking fee. Unopened items from the kit can only be returned to the school if they were purchased directly from the school.

Note: The total charges for a period of attendance are equivalent to the cost of the entire program, due to the length of the program.

Please contact the school's Financial Service Leader for payment options. The school accepts cashier check payments and installment payment plans. For cash paying students the school will also accept money orders.

***The nail care program does not qualify for financial Aid.*

At its sole discretion, the school may adjust tuition and kit fees for students that transfer from a school that has closed without notice.

NAIL CARE TEXTBOOKS AND KITS

NAIL CARE TECHNICAL KIT

Students will only be allowed to use Paul Mitchell kits and equipment while enrolled at the School. Students are responsible for purchasing a Paul Mitchell Kit, Textbook and Supplies at an additional cost from the published tuition. Please note that Students are responsible for the purchase of personal stationery supplies.

Disclaimer: A detailed list of nail care kit content is available upon request from the school. Kit items are brands are subject to change at any time without notice based on products availability or curriculum updates. If the Student needs to replace a kit or equipment item at any time during his or her enrollment in the School, these items may be purchased through the School.

Students are advised to refrain from loaning any part of their kit or textbooks. The School is not responsible for items that are lost or stolen.

Per VA regulation, only mandatory fees may be billed to the VA. Students utilizing VA benefits will be responsible for arranging alternate payments for any fees not covered by VA.

Textbook	Cost
1 Digital Pivot Point Nails Fundamentals, ISBN: 978-1-940593-59-3	$515.10

NAIL CARE EDUCATION KIT

The Nail Technology Education Kit is included in the cost of tuition, for students who pay for the full program. Transfer students are responsible to purchase the education kit at an additional cost from the published tuition.

PLUGGED IN APP

Plugged In is an enhanced educational and resource tool, exclusive to Paul Mitchell Schools, that enables our Future Professionals to stay connected with their education inside and outside of the classroom.

Features and Access Includes:

• Paul Mitchell Schools System Apps – Future Professionals will have access to The Color System, The Cutting System, and The Makeup System apps from within the Plugged In app.

• My Profile Access – Future Professionals will have access to view and update their profile information within the Plugged In app.

• Plugged In – Future Professionals will have access to all content found on our Plugged In educational and resource website. This content includes:

• Multiple Intelligence, MASTERS, Careers, Professional Development, Mentors, Education, Giving Back, Caper, Media, Contests, Product, and The Buzz.

• Messages – Future Professionals will have the ability to view and receive individual or group messages from their school leaders.

CONNECTING TO MY FUTURE APP

Connecting to My Future is a professional development app designed to help transform yourself into your new role as a successful, confident, and knowledgeable salon, spa, or barbering professional. Having this strong foundation is key to success in the beauty and barbering industries.

This book focuses on the following:

• Essential skills — Also known as "soft skills," and include communication, empathy, mindfulness, social and emotional IQ, the Be Nice culture, being a team player, and more.

• Career services — Teaches professional career preparedness skills and provides the hiring opportunity connections for school graduates with salon, spa, and barbershop owners and managers.

• Financial literacy — This is how students gain a financial education and the confidence to properly manage and understand their money.

Each chapter of the app connects the reader with inspirational and experienced mentors, along with activities, videos, and MASTERS Podcast interviews.

Be Nice or Else iBook ISBN-13: 978-0-974-993-99-7

My Portico App.

My Portico App. is a student success platform purpose-built for vocational education programs. It's student-driven, mobile-first approach improves the entire student lifecycle—helping more students get from day one to graduation day. My Portico App. collects timely and accurate data from every learning environment, visualizes it into accessible dashboards, and automatically acts on it to intervene with at-risk students and celebrate student wins. Students input completed skills into the My Portico App. student app. Depending on your program requirements, they can submit files including pictures, PDFs, and short videos alongside their skills. Instructors have a queue of skills that they can approve/reject with the touch of a button, or grade the skill depending on your program requirements. If skills need review by an external party like a site preceptor, you trigger competency evaluations after every skill, a set of skills, or a certain period of time.

Transfer students are responsible to purchase the education kit at an additional cost from the tuition. The cost of the education kit is $200.00.

GRADUATION REQUIREMENTS - NAIL CARE

GRADUATION REQUIREMENTS

To be eligible for graduation from the school, a student must fulfill the following criteria:

• Complete the required number of program clock hours.

• Complete and submit all practical skill assignments via platform/method to demonstrate completion of the practical skill requirements.

• Complete all assigned written and practical exams with a passing score.

AVAILABILITY OF TRANSCRIPTS POLICY

OFFICIAL TRANSCRIPTS

Effective July 1, 2024, federal regulations under Title IV of the Higher Education Act (34 CFR 668.14(b)(33) and (b)(34)) govern the release of official transcripts for students who received Title IV federal student aid. An official transcript is a certified copy of the student's academic record, including clock hours earned.
The Nail Care program is not eligible for Financial Aid

New York Requirement (Education Law § 640 — Student Debt; Prohibited Practices):

New York law imposes a different requirement than the federal rule above. As a licensed private career school, the school will not, regardless of any outstanding balance or its source:

• Withhold a transcript — including all clock hours earned and all grades — because a student owes a debt to the school.

• Condition the provision of a transcript on payment of that debt.

Transcripts will not be withheld due to balances resulting from instructional error or misconduct.

How to Request a Transcript: To request an official transcript, please contact the Financial Services Office. Processing typically takes 7–10 business days. Unofficial transcripts are available upon request. Additional transcript requests made by the student or a third party will be charged a $10.00 fee as of the date of the request.

Additional Information: This policy is subject to applicable state laws and accrediting standards. If you have any questions regarding graduation requirements, transcripts, or financial obligations, please direct them to the Financial Services Office.

CERTIFICATE OF COMPLETION

A Certificate of Completion will be issued once a student has met all academic graduation requirements and settled all financial obligations to the school—either by paying in full or via a compliant payment arrangement.

Please note that the Certificate of Completion is not a requirement for graduation or for receiving an official transcript.

GRADUATES COMPLETING A PROGRAM AND RE-ENROLLING 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 number 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.

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 number 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.

CAREER SERVICES - NAIL CARE

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

Although Paul Mitchell the School NYC does not guarantee employment upon graduation, Paul Mitchell the School NYC does maintain an aggressive job placement program and will inform students of job openings and opportunities. Paul Mitchell the School NYC coordinates placement programs with local and national salons by sending out surveys and inviting salon owners and guest artists to teach and speak there.

FINANCIAL INFORMATION

FINANCIAL AID

The school encourages all students to apply for financial aid. A Financial Aid Guide is also available to all prospective students to assist with understanding the eligibility criteria and application process to receive federal and institutional financial aid.

Financial aid refers to a variety of financial aid sources are available to help you pay for college or career school. It is money in the form of grants, scholarships, work-study, loans, or a benefit from completing community service or military service to help students pay for education after high school. Aid comes from various sources, with most of the aid coming from the U.S. Department of Education.

A FAFSA or Federal Application for Federal Student aid must be completed at www.studentaid.gov to apply for all federal aid. Students will need to re-apply for Aid every academic year and meet all required eligibility criteria.

ADDITIONAL INFORMATION AND DETAILS MAY BE FOUND IN THE FINANCIAL AID GUIDE PUBLISHED BY THE SCHOOL.

The school participates in the following Federal Aid Programs:

GRANTS

Federal Pell Grant This federal grant program provides need-based grants to eligible low-income students. Eligibility for a Federal Pell Grant is determined by your Expected Family Contribution from the FAFSA. You can receive the Federal Pell Grant for no more than the equivalent of 12 semesters, which includes your receipt of Federal Pell Grant from any college you have attended. Additional general information regarding the Federal Pell Grant is available at www.studentaid.gov.

Federal Supplemental Educational Opportunity Grants (SEOG) This federal grant is awarded to students who demonstrate exceptional financial need. Funding is limited for this program, and priority is given to students who qualify for a Federal Pell Grant. A FSEOG Grant does not need to be repaid.

Federal Iraq and Afghanistan Service Grant (IASG): This federal grant is awarded to students whose parents or guardian was a member of the U.S. armed forces and died as a result of performing military service in Iraq or Afghanistan after the events of 9/11. To qualify, you must be ineligible for a Pell Grant due to not demonstrating adequate financial need, and you must have been younger than 24 years old at the time of your parent's or guardian's death.

FEDERAL DIRECT LOANS

Federal Direct Subsidized Loans are loans available to eligible undergraduate students who demonstrate financial need to help cover the costs of higher education at a college or career school.

- Interest does not accrue on the Subsidized loan while you are enrolled at least half-time.
- Repayment on the loan begins 6 months after you graduate or withdraw from the school.

Federal Direct Unsubsidized Loans are available to eligible students regardless of financial need. The school determines the amount you can borrow based on your cost of attendance and other financial aid you receive.

- Interest begins to accrue on the Unsubsidized loan from the date of the first disbursement.
- You are responsible for paying the interest on a Direct Unsubsidized Loan during all periods.
- If you choose not to pay the interest while you are in school and during grace periods and deferment or forbearance periods, your interest will accrue (accumulate) and be capitalized (that is, your interest will be added to the principal amount of your loan).

Federal Direct PLUS Loans are loans, a parent of a dependent undergraduate student can borrow for up to the amount of the student's cost of attendance for their educational program less any other financial aid the student is receiving. Financial need is not required for this program. The parent (not the student) is the borrower of a Parent PLUS Loan and therefore the parent is responsible for repaying the loan. In addition to the student completing the FAFSA and meeting the basic eligibility requirements for federal student aid, an additional application is required for a parent to borrow a Parent PLUS Loan. Repayment is required immediately following the last disbursement of a loan.

- Eligibility is not based on financial need and can be applied to cover the entire cost of attendance.
- A credit check is required. Borrowers who have an adverse credit history must meet additional requirements to qualify.
- If you are a dependent student and your parent is denied the PLUS loan because of an adverse credit history, the student may apply for an additional Direct Unsubsidized Loan.

INTEREST RATES

The interest rates are published each year and vary depending on the loan type and for is set by the first disbursement date of the loan.

DIRECT LOANS TERMS AND CONDITIONS

- A student must be enrolled at least half-time to receive a federal student loan disbursement.
- Repayment of federal student loans begins 6 months after a student ceases to be enrolled at least half-time. This 6-month period is called a grace period.
- A student must complete a master promissory note and loan entrance counseling prior to receiving a Federal Direct Loan disbursement and must complete loan exit counseling once they cease to be enrolled at least half-time.
- Students and parents who borrow Federal Direct Loans will have their loan submitted to the National Student Loan Data System (NSLDS) and the information will be accessible to guaranty agencies, eligible lenders, and eligible institutions of higher education as determined by the Secretary of Education to be authorized users of NSLDS.

For more information including terms and conditions and current rates visit: https://studentaid.gov/understand-aid/types/loans/interest-rates

DEFAULTING ON THE FEDERAL DIRECT LOAN

A student is considered to be in default if no payment is made for at least 270 days. Consequences of default include:

- The entire unpaid balance of your loan and any interest you owe becomes immediately due (this is called "acceleration").
- You can no longer receive deferment or forbearance, and you lose eligibility for other benefits, such as the ability to choose a repayment plan.
- You lose eligibility for additional Federal Student aid.
- The default is reported to credit bureaus, damaging your credit rating and affecting your ability to buy a car or house or to get a credit card.
- Your wages, tax refunds and federal benefit payments may be withheld and applied toward repayment of your defaulted loan.

THINGS TO KNOW ABOUT FINANCIAL AID

ELIGIBILITY

All Criteria must be met to qualify for Federal aid:

- Be a citizen or an eligible non-citizen of the United States

- Have a valid Social Security Number (Students from the Republic of the Marshall Islands, Federated States of Micronesia and the Republic of Palau are exempt from this requirement)
- Have a High School Diploma or a General Education Development Certificate (GED) or have completed the state requirements for homeschooling or have an equivalent or higher degree
- Be enrolled in an eligible program
- Maintain satisfactory academic progress as described in the school policy
- Not owe a refund on a Federal Student grant or be in default of a Federal Student Loan
- Demonstrate Financial need
- Use aid only for educational purposes

ESTIMATED FINANCIAL AID

The following tools and resources can be used to get an estimate of your EFC, Cost of Attendance and Estimated Financial Aid:

- Net Price Calculator Tool available at https://www.paulmitchell.edu/NYC allows prospective students to enter information about themselves to find out what students like them paid to attend the institution in the previous year, after taking grants and scholarship aid into account.
- College Financing Plan is a resource tool to help you better understand your educational costs and the financial aid that is available to meet those costs. This form was created by the Department of Education (ED) and is available to help prospective students compare the cost of attendance (COA) and aid offers from multiple institutions in order to make an informed decision about where to attend school. Please contact the Financial Aid office for your personalized College Financing Plan.
- College Affordability & Transparency Center provides the Department of Education tools for comparing college costs, please visit: https://collegecost.ed.gov.

STEPS TO APPLY

A. Sign up for an FSA ID at fsaid.ed.gov. The FSA ID serves as your digital signature for the Free Application for Federal Student Aid (FAFSA) and login information for Federal Student Aid websites.
B. Complete the Free Application for Federal Student Aid (FAFSA)
C. Submit all Required Documents to the Financial Services Office
D. If you decide to apply for Federal Student Loans
    - Log on to www.studentaid.gov
    - Complete your Direct Loan Entrance Counseling. The Federal Government requires you to complete entrance counseling to ensure that you understand the responsibilities and obligations you are assuming. The goal of entrance counseling is to help you understand what it means to take out a federal student loan. During entrance counseling, you will learn about the following:
        - What a Direct Loan is and how the loan process works
        - Managing your education expenses
        - Other financial resources to consider helping pay for your education
        - Your rights and responsibilities as a borrower
            - Complete an Annual Loan Acknowledgment If this is your first time accepting a federal student loan, you are acknowledging that you understand your responsibility to repay your loan.
                a. If you have existing federal student loans, you are acknowledging that you understand how much you owe and how much more you can borrow.
            - Complete Master Promissory Notes (MPN)
              The MPN is a legally binding agreement between you and us and contains the terms and conditions of your loans.
E. Review your Financial Aid Notification

The notification will provide a snapshot of what financial aid you are eligible to receive for the current academic year

F. Accept your Estimated Financial Aid Offer

VERIFICATION

The U. S. Department of Education may select your FAFSA for a process called verification. If your FAFSA is selected for verification, The School will need to collect additional documentation from you to verify some of the information you provided on your FAFSA. For example, The School may ask for additional information about your income, the number of people in your household, the number of people attending college in your household and identification document, or other information. You may be required to complete verification worksheets and submit tax documents for yourself and your parent(s) or spouse. The School will use the information you provide through the verification process to make any necessary corrections to the information you reported on the FAFSA.

Verification Deadline and Failure to Submit: The Financial Aid Office will not award or disburse federal financial aid until the verification process is complete. Failure to complete the verification process by the deadline may result in a student not being eligible for federal financial aid, in which case the student will need to make other arrangements to pay their educational costs.

FINANCIAL AID DISBURSEMENTS

The federal financial aid for which a student qualifies is applied to your student account. This process is referred to as financial aid disbursement. Expected disbursement schedule can be found in individual Financial Aid offer letters.

Financial Aid disbursements are evaluated and paid at the end of every payment period, based on the student's satisfactory academic progress.

- The first payment period is the period in which the student successfully completes half the clock hours AND half the weeks of instructional time in the academic year.
- The second payment period is the period in which the student completes the academic year and weeks of instructional time in the academic year.

For any remaining portion of the program that is more than the academic year, but less than a full academic year.

- The first payment period is the period in which the student successfully completes half of the clock hours AND half of the weeks of instructional time in the remaining portion of the program; and
- The second payment period is the period of time in which the student successfully completes the remainder of the program.

CREDIT BALANCE

If your financial aid award exceeds your direct costs at the school (tuition etc.), you will receive a Credit Balance refund.

- Refunds begin to be issued within 14 days after the disbursement date.
- All funds issued to you by Paul Mitchell The School NYC through a federal financial aid refund must be used toward educational expenses only and using these funds in any other manner is in violation of and punishable by federal law.

IMPACT OF WITHDRAWAL OR LEAVE OF ABSENCE

Students taking a leave of absence or withdrawing from classes who are recipients of Federal Financial Aid should contact the Financial Aid office to determine the implications of that leave/withdrawal for their financial aid program. Once you withdraw, drop below half-time enrollment, or leave school, your federal student loan goes into repayment. In most cases, however, you have a six-month grace period before you are required to start making regular payments.

EXIT COUNSELING

Students who graduate, withdraw or drop below half-time enrollment must complete exit counseling. The purpose of exit counseling is to ensure that student understand their loan obligations and are prepared for repayment.

OVERPAYMENT

Any amount of unearned grant funds that you must return is called an overpayment. The maximum amount of a grant overpayment that you must repay is any grant overpayment in excess of half of the grant funds you received or were scheduled to receive. You do not have to repay a grant overpayment if the original amount of the overpayment is $50 or less. You must make arrangements with the school or the Department of Education to return the unearned grant funds. The requirements for Title IV program funds when you withdraw are separate from the school's refund policy. Therefore, you may still owe funds to the school to cover unpaid institutional charges. Your school will also charge you for any Title IV program funds that the school was required to return. The school's tuition refund policy is available in the college catalog. If you have questions regarding the Return of Title IV calculation or the school's refund policy, the Financial Services Office can assist.

ADDITIONAL INFORMATION AND DETAILS MAY BE FOUND IN THE FINANCIAL AID GUIDE PUBLISHED BY THE SCHOOL.

WITHDRAWING FROM SCHOOL

Official Withdrawal Process: If a student wishes to withdraw from school the student must notify the school either in writing or verbally. A written notification can be delivered by regular mail sent directly to the school or via email sent to the Financial Services Leader at the School at the following email address anniemarie.miller@nyc.paulmitchell.edu. The date that the school is notified is the date of determination of the withdrawal and is based on the postmark date on the mailed notification, the date of the email notification or the date the student calls or notifies the school in person. A student on an approved leave of absence must notify the school as soon as possible if they will not be returning form the leave of absence. If the student fails to return or contact the School Financial Services Leader on the documented return date, then the student will be withdrawn from school with the date of determination being the documented return date.

If the Student fails to return from a leave of Absence (LOA) on the documented return date, the student will be terminated from school as of the date the student began the LOA. If the Student fails to contact the School in regards to not returning from a LOA or extending the LOA, the student will be terminated from school as of the date the student began the LOA. A Student may not take an unapproved LOA.

Official cancellation occurs when a Student is not accepted by the School, or when a Student or legal guardian cancels the Enrollment Agreement. The School also may initiate an official withdrawal for reasons which include but are not limited to the expulsion of the Student or the termination of the Student for failure to meet the applicable requirements of the School's satisfactory academic progress policy or the failure to pay tuition and other charges by the applicable deadlines.

Unofficial Withdrawal Process: An unofficial withdrawal may occur for a variety of reasons including but not limited to expulsion, failure to meet Program attendance requirements, failure to attend class in the Student's Program at the School for 14 consecutive calendar days, failure to meet applicable requirements in the school's satisfactory academic progress policies, or failure to pay tuition and other charges by the applicable deadlines.

Withdrawal Date: In both cases the Withdrawal Date (which is sometimes referred to as the last day of attendance) will be used in the Institutional Refund calculation and, if applicable, in the Federal Return of Title IV calculation.

STUDENTS WHO WITHDRAW FROM THE COSMETOLOGY PROGRAM

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 in accordance with our locker policy. After the allotted storage time, the items become the property of Paul Mitchell the School NYC.

Students wishing to transfer to another institution must pay all monies owed to Paul Mitchell the School NYC and all applicable academic requirements must be met in order for student transcripts to be released.

STUDENTS WHO WITHDRAW FROM THE MAKEUP PROGRAM

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 NYC.

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

FEDERAL RETURN OF TITLE IV FUNDS POLICY

The School participates in the Title IV federal financial aid Programs (Title IV). The Return of Title IV (R2T4) policy and formula are used by the School to determine the amount of Title IV funds that must be returned if the Student withdraws from the School. The R2T4 formula is applicable when the Student withdraws at any point during a payment period. Because the school is required to take attendance, the student's withdrawal date is their last date of attendance at an academically related activity as determined from the schools attendance records for both official and unofficial withdrawals.

The requirements for returning Title IV funds under the R2T4 formula is different from a School's institutional refund policy. The R2T4 formula determines the amount of unearned Title IV funds that must be returned when a Student withdraws. In contrast, the institutional refund policy determines how much tuition a Student owes after a Student withdraws.

So, it is possible that the R2T4 policy might result in a return of Title IV funds that previously paid for tuition and other charges at the School. In turn, the institutional refund policy might result in a Student owing funds to the School to cover unpaid institutional charges even though the Student withdrew from the School without completing the Program. The R2T4 policy is discussed below. The institutional refund policy is discussed in the previous section of the Enrollment Agreement.

R2T4 Calculation: The R2T4 formula applies if the Student received or could have received federal Title IV financial assistance during the payment period in which the Student withdrew based on applicable eligibility criteria (e.g., Pell Grants, FSEOG, Direct Subsidized Loans, Direct Unsubsidized Loans, or Direct PLUS Loans). The percentage of Title IV aid earned is equal to the percentage of the payment period that was completed as of the Student's withdrawal date. For clock-hour Programs, a Student earns the percentage of scheduled clock hours up to the date of withdrawal divided by the number of scheduled clock hours in the payment period.

For example, if a Student completes 30% of the scheduled clock hours, the Student will earn 30% of the assistance the Student originally received or was eligible to receive. Once the Student completes over 60% of the scheduled clock hours in the payment period of enrollment, a Student has earned 100% of the FSA funds the Student received and was scheduled to receive during the period.

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

If a Student does not start or begin attendance at the School or start or begin attendance in a payment period at the School, the R2T4 formula does not apply but the School must return any Title IV funds disbursed on the Student's account ledger for the applicable payment period.

Title IV Funds Returned by the School: If a Student receives (or the School or parent receive on the Student's behalf) excess Title IV funds that must be returned, the School must return all or a portion of the excess funds equal to the lesser of:

- The institutional charges multiplied by the unearned percentage of the Student's Title IV funds; or
- The entire amount of excess Title IV funds.

The School must return its share in the following order:

1. Unsubsidized Direct Loan
2. Subsidized Direct Loan
3. Direct PLUS Loan (Parent)
4. Federal Pell Grant
5. Federal SEOG

Returns must be made no later than 45 days after the date of determination of the Student's withdrawal.

Title IV Funds Returned by the Student: If the School is not required to return all of the excess Title IV funds, the Student may be required to return the remaining amount. This is determined by subtracting the amount returned by the School from the total amount of unearned Title IV funds to be returned.

For any Direct loan funds, a Student must return, the Student (or the parent in the case of PLUS Loans) will repay the Direct Loan funds in accordance with the terms and conditions of the Master Promissory Note (MPN). That is, a Student will not be required to repay any Direct Loan funds immediately, but instead, the Student will make scheduled payments to the Department of Education over a period of time.

Any amount of unearned Pell Grant funds that a Student must return is called an overpayment. The maximum amount of Pell Grant overpayment that a Student must repay is any amount of the overpayment that is greater than one-half of the Pell Grant funds the Student received or was scheduled to receive. A Student does not have to repay a Pell Grant overpayment if the original amount of the overpayment is $50 or less. The Student must make arrangements with the School or the Department of Education to return the unearned Pell Grant funds or lose eligibility for the Title IV funds.

Within 30 days of the date of the School's determination that the Student withdrew, the School will send a notice to the Student advising the Student that they owe a Title IV overpayment as a result of the Student's withdrawal. If the Student is not able to pay the overpayment within 45 days of the date of the notice, the Student may enter into a repayment arrangement with the Department of Education. If the Student does not pay the overpayment or make a repayment arrangement, the Student will be ineligible for any further Title IV funds.

Credit Balances: If a credit balance still exists on the Student's account after the Return of Title IV calculation is completed, the credit balance will be used to pay any grant overpayment that exists based on the current withdrawal or any remaining institutional charges. Any remaining credit balance will be paid to the Student within 14 days from the date that the Return of Title IV calculation was performed.

Post Withdrawal Disbursements: If a Student did not receive all of the Title IV funds earned, a Student may be due a post-withdrawal disbursement. If the post withdrawal disbursement includes grants, the school must disburse the grant funds as soon as possible but no later than 45 days after the date of the school's determination that the student withdrew (no confirmation from the student is required). If the post withdrawal disbursement includes Direct Loan funds, the School must offer the loan funds to the student or parent (in the case of PLUS Loans) within 30 days of the date the school determined the student withdrew, allowing the student or parent at least 14 days to respond and accept or decline the funds. The school must obtain the Student's or parent's (in the case of PLUS Loans) permission before it can disburse the Direct Loan funds. A Student or parent may choose to decline some or all of the Direct Loan funds, so the Student or parent do not incur additional debt.

The School may automatically use all or a portion of a post-withdrawal disbursement of grant funds for institutional charges. The School needs to obtain permission from the Student to apply Title IV funds for other educationally related expenses. Post-withdrawal disbursements will be made from Pell Grant funds first if the Student is eligible. If

there are current educational costs still due the School at the time of withdrawal, a Pell Grant post-withdrawal disbursement will be created to the Student's account. Any remaining Pell funds will be released to the Student without the Student having to take any action.

REFUND POLICY: PER SECTION 5002 OF EDUCATION LAW FOR COSMETOLOGY

- The refund policy applies to all terminated students for any reason by either party, including student decision, parent or legal guardian (if student is a minor), and program cancellation.
- Applicants not accepted by the school shall be refunded all monies paid to the school.
- A student should notify the school of their withdrawal from school through written notification. The 'formal cancellation date' will be determined by the postmark on the written notification, the date said notification is delivered to the school in person, or 14 days after the last day of attendance, whichever is earlier. Failures of a student to notify the school Director in writing of the student's intent to withdraw may delay a refund of tuition to the student. (Section 5002 (3) of the Education Law).
- If a student has failed to attend classes for a period of 14 calendar days, the school shall send by regular mail a termination notice.
- If a student cancels his/her enrollment more than one week (7 days) after signing the enrollment agreement, but prior to, or during the first week of classes, a refund of all monies paid to the school less the non-refundable application fee of $100.00 will be made.
- The student kit and book charges are non-refundable after they are issued to and accepted by the student.

1000 HOUR COSMETOLOGY FULL-TIME SCHEDULE TUITION COST

The Cosmetology full-time Day schedule is divided into two (2) terms of 16 and 15 weeks each. Total tuition liability is limited to the quarter during which the student was terminated and any previous quarters completed. Tuition liability is divided by the number of quarters in the program for full time students. Total tuition liability is limited to the quarter during which the student withdrew or was terminated, and any previous quarters completed. The refund calculation is based on the week of the students last day of attendance.

1000 HOUR COSMETOLOGY FULL-TIME SCHEDULE TUITION COST — $15,500.00

First Term Refund Policy			
First Term Costs $7,750.00			
		If termination occurs the school is owed:	
First Term	***Prior to or during the first week***	0%	0%
	During the second week	20%	$1,550.00
	During the third week	35%	$ 2,712.50
	During the fourth week	50%	$3,875.00
	During the fifth week	70%	$5,425.00
	After fifth week	100%	$7,750.00

Second Term Refund Policy			
Second Term Costs $7,750.00			
		If termination occurs the school is owed:	
Second Term	***During the first week***	20%	$1,550.00
	During the second week	35%	$ 2,712.50
	During the third week	50%	$3,875.00
	During the fourth week	70%	$5,425.00
	After fourth week	100%	$7,750.00

1000 HOUR COSMETOLOGY NIGHT PART-TIME REFUND POLICY

The Cosmetology part-time Night schedule is divided into three (3) terms of 17, 17 and 16 weeks each. Total tuition liability is limited to the term during which the student was terminated and any previous quarters completed.Tuition liability is divided by the number of terms in the program for part time students. Total tuition liability is limited to the term during which the student withdrew or was terminated, and any previous terms completed. The refund calculation is based on the week of the students last day of attendance.

1000 HOUR COSMETOLOGY PART-TIME SCHEDULE TUITION COST — $15,500.00

First Term Refund Policy			
First Term Costs $5,166.66			
		If termination occurs the school is owed:	
First Term	***During the first week***	0%	0%
	During the second week	20%	$1,033.33
	During the third week	35%	$ 1,808.33
	During the fourth week	50%	$ 2,583.34
	During the fifth week	70%	$3,616.67
	After fifth week	100%	$5,166.66

Second and Third Term Refund Policy			
Second and Third Costs $5,166.67			
		If termination occurs the school is owed:	
Second and Third Term	***During the first week***	20%	$1,033.33
	During the second week	35%	$ 1,808.33
	During the third week	50%	$ 2,583.34
	During the fourth week	70%	$3,616.67
	After fourth week	100%	$5,166.67

A student who cancels within seven (7) days of signing the enrollment agreement but before instruction begins receives all monies returned with the exception of the non-refundable application fee. Thereafter, a student will be liable for:

- The non-refundable application fee plus
- The cost of any textbooks or supplies plus

- Tuition liability as of the student's last date of physical attendance. Tuition liability is determined by the percentage of the program offered to the student.
- Any monies due to the applicant or student shall be refunded within 45 days of the date on which the student withdraws from the program, as defined above.
- The school does not participate in any teach-out plans with other institutions.
- This refund policy applies to tuition and fees charged in the enrollment agreement. Other miscellaneous charges the student may have incurred at the institution (for example: extra kit materials, books, products, etc.) will be calculated separately at the time of withdrawal.
- The student is entitled to a full refund if the school closes.

REFUND POLICY: PER SECTION 5002 OF EDUCATION LAW FOR ESTHETICS

- The refund policy applies to all terminated students for any reason by either party, including student decision, parent or legal guardian (if student is a minor), and program cancellation.
- Applicants not accepted by the school shall be refunded all monies paid to the school.
- A student should notify the school of their withdrawal from school through written notification. The 'formal cancellation date' will be determined by the postmark on the written notification, the date said notification is delivered to the school in person, or 14 days after the last day of attendance, whichever is earlier. Failures of a student to notify the school Director in writing of the student's intent to withdraw may delay a refund of tuition to the student. (Section 5002 (3) of the Education Law).
- If a student has failed to attend classes for a period of 14 calendar days, the school shall send by regular mail a termination notice.
- If a student cancels his/her enrollment more than one week (7 days) after signing the enrollment agreement, but prior to, or during the first week of classes, a refund of all monies paid to the school less the non-refundable application fee of $100.00 will be made.
- The student kit and book charges are non-refundable after they are issued to and accepted by the student.

600 HOUR ESTHETICS FULL-TIME REFUND POLICY

The Esthetics full-time Day schedule is divided into two (2) quarters of 10 and 7 weeks each. Total tuition liability is limited to the quarter during which the student was terminated and any previous quarters completed.

Tuition liability is divided by the number of quarters in the program for full time students. Total tuition liability is limited to the quarter during which the student withdrew or was terminated, and any previous quarters completed. The refund calculation is based on the week of the students last day of attendance.

600 HOUR ESTHETICS FULL-TIME SCHEDULE TUITION COST — $10,000.00

First Quarter Refund Policy			
First Quarter Costs $5,000.00			
		If termination occurs the school is owed:	
First Term	***Prior to or during the first week***	0%	$0.00
	During the second week	20%	$1,000.00
	During the third week	35%	$1,750.00
	During the fourth week	50%	$2,500.00
	During the fifth week	70%	$3,500.00
	After fifth week	100%	$5,000.00

Second Quarter Refund Policy			
Subsequent Quarters Cost $5,000.00			
		If termination occurs the school is owed:	
First Term	***During the first week***	20%	$1,000.00
	During the second week	35%	$1,750.00
	During the third week	50%	$2,500.00
	During the fourth week	70%	$3,750.00
	After fourth week	100%	$5,000.00

600 HOUR ESTHETICS NIGHT PART-TIME REFUND POLICY

The Esthetics part-time Night schedule is divided into three (3) quarters of 10, 10 and 10 weeks each. Total tuition liability is limited to the term during which the student was terminated and any previous quarters completed.

Tuition liability is divided by the number of terms in the program for part time students. Total tuition liability is limited to the term during which the student withdrew or was terminated, and any previous terms completed. The refund calculation is based on the week of the students last day of attendance.

600 HOUR ESTHETICS PART-TIME SCHEDULE TUITION COST — $10,000.00

First Quarter Refund Policy			
First Quarter Costs $3,333.34			
		If termination occurs the school is owed:	
First Term	***Prior to or during the first week***	0%	$0.00
	During the second week	20%	$666.69
	During the third week	35%	$1,696.67
	During the fourth week	50%	$1,666.67
	During the fifth week	70%	$2,333.34
	After fifth week	100%	$3,333.34

Second and Third Quarter Refund Policy			
First Quarter Costs $3,333.33			
		If termination occurs the school is owed:	
First Term	***During the first week***	20%	$666.67
	During the second week	35%	$1,166.67
	During the third week	50%	$1,666.67
	During the fourth week	70%	$2,500.00
	After fourth week	100%	$3,333.33

A student who cancels within seven (7) days of signing the enrollment agreement but before instruction begins receives all monies returned with the exception of the non-refundable application fee. Thereafter, a student will be liable for:

- The non-refundable application fee plus
- The cost of any textbooks or supplies plus

- Tuition liability as of the student's last date of physical attendance. Tuition liability is determined by the percentage of the program offered to the student.
- Any monies due to the applicant or student shall be refunded within 45 days of the date on which the student withdraws from the program, as defined above.
- The school does not participate in any teach-out plans with other institutions.
- This refund policy applies to tuition and fees charged in the enrollment agreement. Other miscellaneous charges the student may have incurred at the institution (for example: extra kit materials, books, products, etc.) will be calculated separately at the time of withdrawal.
- The student is entitled to a full refund if the school closes.

REFUND POLICY: PER SECTION 5002 OF EDUCATION LAW FOR MAKEUP PROGRAM

- The refund policy applies to all terminated students for any reason by either party, including student decision, parent or legal guardian (if student is a minor), and program cancellation.
- Applicants not accepted by the school shall be refunded all monies paid to the school.
- A student should notify the school of their withdrawal from school through written notification. The 'formal cancellation date' will be determined by the postmark on the written notification, the date said notification is delivered to the school in person, or 14 days after the last day of attendance, whichever is earlier. Failures of a student to notify the school Director in writing of the student's intent to withdraw may delay a refund of tuition to the student. (Section 5002 (3) of the Education Law)
- If a student has failed to attend classes for a period of 14 calendar days, the school shall send by regular mail a termination notice.
- If a student cancels his/her enrollment more than one week (7 days) after signing the enrollment agreement, but prior to, or during the first week of classes, a refund of all monies paid to the school less the non-refundable application fee of $100.00 will be made.
- The student kit and book charges are non-refundable after they are issued to and accepted by the student.

80 HOUR MAKEUP PART-TIME REFUND POLICY

The makeup part-time schedule is divided into 6 weeks. Total tuition liability is limited to the term during which the student was terminated and any previous quarters completed.

Tuition liability is divided by the number of quarters in the program for part time students. Total tuition liability is limited to the quarter during which the student withdrew or was terminated, and any previous quarters completed. The refund calculation is based on the week of the students last day of attendance.

80 HOUR MAKEUP PART-TIME SCHEDULE TUITION COST — $3,000.00

Makeup: 6-Weeks Mini Programs Refund Policy			
First Quarter Costs $3000.00			
		If termination occurs the school is owed:	
HOUR BREAK DOWN	Hours 0-12	0%	$0.00
	Hours 13-24	20%	$600.00
	Hours 25-36	35%	$1,050.00
	Hours 37-48	50%	$1,500.00
	Hours 49-80	100%	$3,000.00

*****This makeup program is not accredited or approved by National Accrediting Commission of Career Arts & Sciences, Inc. (NACCAS) and is not eligible for Title IV funding. The makeup program does not lead to licensure.***

A student who cancels within 7 days of signing the enrollment agreement but before instruction begins receives all monies returned with the exception of the non-refundable application fee. Thereafter, a student will be liable for:

- The non-refundable Application fee plus
- The cost of any kit or supplies accepted plus
- Tuition liability as of the student's last date of physical attendance. Tuition liability is determined by the percentage of the program offered to the student.
- Any monies due to the applicant or student shall be refunded within 45 days of the date on which the student withdraws from the program, as defined above.
- The school does not participate in any teach-out plans with other institutions.
- This refund policy applies to tuition and fees charged in the enrollment agreement. Other miscellaneous charges the student may have incurred at the institution (for example: extra kit materials, products, etc.) will be calculated separately at the time of withdrawal.
- The student is entitled to a full refund if the school closes.

REFUND POLICY: PER SECTION 5002 OF EDUCATION LAW FOR WAXING PROGRAMS

- The refund policy applies to all terminated students for any reason by either party, including student decision, parent or legal guardian (if student is a minor), and program cancellation.
- Applicants not accepted by the school shall be refunded all monies paid to the school.
- A student should notify the school of their withdrawal from school through written notification. The 'formal cancellation date' will be determined by the postmark on the written notification, the date said notification is delivered to the school in person, or 14 days after the last day of attendance, whichever is earlier. Failures of a student to notify the school Director in writing of the student's intent to withdraw may delay a refund of tuition to the student. (Section 5002 (3) of the Education Law).
- If a student has failed to attend classes for a period of 14 calendar days, the school shall send by regular mail a termination notice.
- If a student cancels his/her enrollment more than one week (7 days) after signing the enrollment agreement, but prior to, or during the first week of classes, a refund of all monies paid to the school less the non-refundable application fee of $100.00 will be made.
- The student kit and book charges are non-refundable after they are issued to and accepted by the student.

75 hour Waxing Part-Time Refund Policy

The Waxing part-time schedule is divided into 4 weeks. Total tuition liability is limited to hours during which the student are terminated or withdrew and any previous hours completed. The refund calculation is based on the hours of the students last day of attendance.

75 HOUR WAXING PROGRAM PART-TIME SCHEDULE TUITION COST — $1,350.00

Waxing Program: 4-Weeks Mini Programs Refund Policy			
First Quarter Costs $1,350.00			
		If termination occurs the school is owed:	
HOUR BREAK DOWN	Hours 0-12	0%	$0.00
	Hours 13-24	20%	$270.00
	Hours 25-36	35%	$472.50
	Hours 37-48	50%	$675.00
	Hours 49-80	100%	$1,350.00

*****This waxing program is not eligible for Title IV funding. The waxing program does not lead to licensure.***

A student who cancels within 7 days of signing the enrollment agreement but before instruction begins receives all monies returned with the exception of the non-refundable registration fee.

Thereafter, a student will be liable for:

- The non-refundable registration fee plus
- The cost of any textbooks or supplies accepted plus
- Tuition liability as of the student's last date of physical attendance. Tuition liability is determined by the percentage of the program offered to the student.
- Any monies due to the applicant or student shall be refunded within 45 days of the date on which the student withdraws from the program, as defined above.
- The school does not participate in any teach-out plans with other institutions.
- This refund policy applies to tuition and fees charged in the enrollment agreement. Other miscellaneous charges the student may have incurred at the institution (for example: extra kit materials, books, products, etc.) will be calculated separately at the time of withdrawal.
- The student is entitled to a full refund if the school closes.

REFUND POLICY: PER SECTION 5002 OF EDUCATION LAW FOR NAIL CARE PROGRAMS

- The refund policy applies to all terminated students for any reason by either party, including student decision, parent or legal guardian (if student is a minor), and program cancellation.
- Applicants not accepted by the school shall be refunded all monies paid to the school.
- A student should notify the school of their withdrawal from school through written notification. The 'formal cancellation date' will be determined by the postmark on the written notification, the date said notification is delivered to the school in person, or 14 days after the last day of attendance, whichever is earlier. Failures of a student to notify the school Director in writing of the student's intent to withdraw may delay a refund of tuition to the student. (Section 5002 (3) of the Education Law).
- If a student has failed to attend classes for a period of 14 calendar days, the school shall send by regular mail a termination notice.
- If a student cancels his/her enrollment more than one week (7 days) after signing the enrollment agreement, but prior to, or during the first week of classes, a refund of all monies paid to the school less the non-refundable application fee of $100.00 will be made.
- The student kit and book charges are non-refundable after they are issued to and accepted by the student.

200 HOUR NAIL CARE PART-TIME REFUND POLICY

The Nail Care part-time schedule is divided into two (2) quarters of 9 weeks each. Total tuition liability is limited to the quarter during which the student was terminated and any previous quarters completed.

Tuition liability is divided by the number of quarters in the program for part time students. Total tuition liability is limited to the quarter during which the student withdrew or was terminated, and any previous quarters completed. The refund calculation is based on the week of the students last day of attendance.

200 HOUR NAIL CARE PART-TIME SCHEDULE TUITION COST — $4,000.00

First Quarter Refund Policy			
First Quarter Costs $2,000.00			
		If termination occurs the school is owed:	
First Quarter	***Prior to or during the first week***	0%	$0.00
	During the second week	25%	$500.00
	During the third week	50%	$1,000.00
	During the fourth week	75%	$1,500.00
	During the fifth week	100%	$2,000.00

Second Quarter Refund Policy			
Second Quarter Cost $2,000.00			
		If termination occurs the school is owed:	
First Term	***During the first week***	25%	$500.00
	During the second week	50%	$1,000.00
	During the third week	75%	$1,500.00
	During the fourth week	100%	$2,000.00

A student who cancels within seven (7) days of signing the enrollment agreement but before instruction begins receives all monies returned with the exception of the non-refundable application fee. Thereafter, a student will be liable for:

- The non-refundable application fee plus

- The cost of any textbooks or supplies plus
- Tuition liability as of the student's last date of physical attendance. Tuition liability is determined by the percentage of the program offered to the student.
- Any monies due to the applicant or student shall be refunded within 45 days of the date on which the student withdraws from the program, as defined above.
- The school does not participate in any teach-out plans with other institutions.
- This refund policy applies to tuition and fees charged in the enrollment agreement. Other miscellaneous charges the student may have incurred at the institution (for example: extra kit materials, books, products, etc.) will be calculated separately at the time of withdrawal.
- The student is entitled to a full refund if the school closes.

SPECIAL PROVISIONS FOR BOOKS AND SUPPLIES

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

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

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

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

PREFERRED LENDER LIST AND PRIVATE EDUCATION LOAN DISCLOSURES

Our school does not have a list of preferred lenders and we do not offer private education loans. Arc90 is a preferred lender. Students are encouraged to explore federal student aid options before considering private education loans.

ELIGIBILITY OF FINANCIAL AID AFTER A DRUG CONVICTION

A student no longer faces penalties or suspension of Title IV aid due to a drug conviction that occurred while the student was enrolled and receiving Title IV aid; and while information of such conviction must still be provided, the loss of federal student aid for drug convictions no longer applies.

MAJORS, DEGREES, SECOND DEGREE, OR SUMMER TERMS

Majors, degrees, second degrees, or summer terms does not apply to Paul Mitchell the School NYC.

SCHOLARSHIP POLICY

Paul Mitchell the School NYC honors scholarships awarded to potential students by outside sources.

Paul Mitchell the School NYC does not sponsor internal scholarships for students.

TUITION INSTALLMENT PLAN

The Tuition Installment Plan allows students and families to pay the out-of-pocket amount for the Academic year in equal monthly payments. Students are responsible for any out-of-pocket payment if the financial aid is insufficient to cover the amount due on the first day of school.

Our Tuition Installment Plans carry a $11.00 application fee and depending on the length of payment plan carry an interest charge and may require a credit check. If a credit check is required, students would incur a $25.00 credit check fee.

Things to know:

- The length of the payment plan offered may vary depending on the length of your academic year. Payment Plan applications must be submitted for every academic year.
- The plan amount is restricted to cover just the direct cost, such as tuition and fees listed on the tuition fee schedule.
- Your Financial Services advisor will provide a link to the application if requested.
- Read the contract and all disclosures carefully and consult any advisor before you elect to use the Tuition Installment Plan.

The table below provides the tuition payment plan option and the Annual Percentage Rate or APR associated with the plan. **Annual percentage rate** (APR) refers to the yearly interest generated by a sum charged to borrowers. APR is expressed as a percentage representing the actual yearly cost of funds over a loan term. This includes any fees or additional costs associated with the transaction but does not take compounding into account.

PROGRAM	PROGRAM LENGTH	INTEREST RATE (APR)	APPLICATION FEE
PM Payment Plan A $0-$5,000	3 Months	0.00%	$11.00
PM Payment Plan B $0-$5,000 & $5,001-$20,000	6 Months	3.75% ($0 - $5000) 4.75% ($5001 - $20,000)	$11.00
PM Payment Plan C $0-$5,000 & $5,001-$20,000	12 Months	4.00% ($0 - $5000) 4.75% ($5001 - $20,000)	$11.00
PM Payment Plan D $0-$5,000 & $5,001-$20,000	18 Months	4.25% ($0 - $5000) 4.75% ($5001 - $20,000)	$11.00

**Installment plans over $5,000 require a credit check and an additional $25.00 credit check fee.

Please Note: Students who are delinquent on payments for over 90 days, will have their installment note cancelled and be sent to collections. If no payment is made to collections within 45 days of the note being cancelled, any monies due will be due to the school immediately. Students will have 15 calendar days to make suitable arrangements with the school or be terminated.

SATISFACTORY ACADEMIC PROGRESS POLICY

The Satisfactory Academic Progress Policy applies to all students regardless of whether or not they are eligible and/or apply for Title IV funding programs. Every student enrolled in a program approved by NACCAS must meet formal standards that measure their satisfactory progress toward graduation. The Satisfactory Academic Progress Policy is provided to all students prior to enrollment. The policy is consistently applied to all students, regardless if they are part time, full time or the program enrolled in. SAP Evaluations are maintained in the student file. The school will develop an academic and/or attendance plan to address the specific needs of those students who fail to meet the academic and/or attendance requirements at specific SAP evaluation points. A leave of absence will extend the student's contract period and maximum time frame by the same number of days taken in the leave of absence.

In order to comply with USDE requirements the terminology financial aid warning or financial aid probation will be used for Title IV, non-Title IV, and other federal funding students.

QUANTITATIVE AND QUALITATIVE FACTORS

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

- A minimum cumulative theory grade level of 80%
- A minimum cumulative academic level of 80% on practical skill assessment*
- To determine whether a student meets the academic requirements for Satisfactory Academic Progress, theory and practical grades are averaged together to give a minimum cumulative academic grade of 80%.
- A minimum cumulative attendance level of 90% of scheduled hours**

**To meet the state practical requirements for graduation, students must complete all assigned skill assessments. See Graduation Requirements for Cosmetology, Esthetics, Waxing, and Makeup Programs.*

***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 80% and/or who has not successfully completed at least a cumulative rate of attendance of 90% is not eligible for Title IV assistance, if applicable, unless the student is on warning or has prevailed upon appeal of the determination that has resulted in status of probation.

MAXIMUM TIME FRAME

Students must complete the educational program within the maximum time frame, which is based on attending at least 90% of the scheduled hours.

COURSE	LENGTH	MAXIMUM TIME FRAME HOURS	MAXIMUM TIME FRAME
Cosmetology – Full Time (1000 hours) - 35 clock hours	29 Weeks	1111 hours	34 Weeks
Cosmetology – Part Time (1000 hours) - 20 clock hours	50 Weeks	1111 hours	60 Weeks
Esthetics - Full Time (600 hours) - 35 clock hours	18 Weeks	667 hours	21 Weeks
Makeup - Part Time (80 hours) - 20 clock hours	4 Weeks	89 hours	6 Weeks
Waxing Program - Part Time (75 hours) - 20 clock hours	4 Weeks	83 hours	5 Weeks
Nail Care - Part Time (250 hours) - 14 hours	18 Weeks	278 hours	21 Weeks

***** The makeup program is not an accredited program, does not qualify for Financial Aid funding, and does not lead to licensure.***

***** The waxing and nail care program, do not qualify for Financial Aid funding.***

The maximum time frame calculation includes school published closures. Transfer students who need less than full course requirements, the maximum time frame will be determined based on 111.12% of schedule 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 and may be terminated from the program. Students who exceed the maximum time frame may be permitted to re-enroll and be charged tuition fees accordingly on a cash-pay basis. Whether a student pays out of pocket or receives Title IV Financial aid all hours attempted and completed are considered part of the Satisfactory Academic Progress calculation. For students with a disability that appeal, the student's disability will be considered as a factor towards maintaining Satisfactory Academic Progress.

TEMPORARY INTERRUPTION AND WITHDRAWALS

A student who needs more time away than is allotted in the enrollment agreement, or who will be absent for more than fourteen (14) consecutive calendar days, must request a leave of absence (LOA) or withdraw and re-enroll when ready to return. A student who will be absent for more than fourteen (14) consecutive calendar days because of pregnancy or new motherhood, military duty, or a documented medical emergency should request an LOA rather than withdraw. The request must be submitted in writing, signed and dated by the student, on the school's LOA Request Form, and must state the reason for the leave and the expected date of return. Where possible, the request should be submitted before the leave begins.

Students who withdraw prior to completing the course of study and who wish to reenter will reenter at the same progress status as applicable at the time of withdrawal.

INCOMPLETES, REPETITIONS, AND NON-CREDIT REMEDIAL COURSES

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

EVALUATION PROCEDURES AND REQUIRED LEVEL OF ACHIEVEMENT

Formal Satisfactory Progress Evaluations in both attendance and academics will occur when students reach:

PROGRAMS	
Cosmetology 1000 clock hours	Makeup 80 clock hours
Esthetics 600 clock hours	Waxing 75 clock hours
Nail Care 250 clock hours	

Program Name	1st SAP Evaluation Period Ends	2nd SAP Evaluation Period Ends
Cosmetology (1000 hours)	450 actual hours and 13 weeks	900 actual hours and 26 weeks
Esthetics (600 hours)	300 actual hours and 9 weeks	N/A
Nail Care (250 hours)	125 actual hours 9 weeks	N/A
Makeup (80 hours)	40 actual hours and 2 weeks	N/A
Waxing Program (75 hours)	37 actual hours and 2 weeks	N/A

The first evaluation will occur no later than the midpoint of the academic year. The SAP evaluations are completed within seven (7) school business days of the student reaching the evaluation points.

At the end of each evaluation period, the school will determine if the student has maintained at least 90% cumulative attendance since the beginning of the course which indicates that, given the same attendance rate, the student will graduate within the maximum 111.12% time frame allowed.

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

1. Examinations are given in all subjects.
2. If a student receives an UnSatisfactory Academic Progress Evaluation, the Future Professional Advisor will meet in person with the student, the evaluation will be reviewed and signed by the student acknowledging their unsatisfactory status. The evaluation is maintained in the student's financial file. The Satisfactory Academic Progress Evaluation will reflect if the student's evaluation will impact the student's eligibility for Financial Aid. The student may request to review their Satisfactory Academic Progress Evaluation from the Financial Services Leader or Future Professional Advisor.

The following grading scale is used for theory progress:

A = 94 – 100% = 4.00 B = 87 – 93% = 3.00 C = 80 – 86% = 2.00 Failing = Below 80% = 1.5

The state of New York requires that a student have an accumulative Grade Point Average (GPA) of 2.00:

A = 94 – 100% = 4.00 B = 87 – 93% = 3.00 C = 80 – 86% = 2.00 Failing = Below 80% = 1.5

Practical and clinical work is graded by a signature or instructor verification within the student's practical clinic tracking system or guest ticket. A signature or instructor verification represents a passing grade which means all elements of the practical grading criteria were met. No signature or verification 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 instructor's approval. Students must complete all practical skills and monthly practical requirements through the school's approved tracking system. A student will be graded based on the progress achieved on the completion of required practical applications and services documented within the practical tracking system. Students must make up failed or missed tests and incomplete assignments.

An academic year consists of 900 clock hours / 26 academic weeks.

***The Makeup program is not accredited and does not lead to licensure*
***The Nail Care, Makeup, and Waxing programs are not eligible for Financial Aid.*

TRANSFER HOURS

Transfer hours accepted by the school are applied to the total number of hours necessary to complete the program and are considered both attempted and completed hours for the purpose of determining when the allowable maximum time frame has been exhausted. Satisfactory Academic Progress evaluation periods are based on actual contracted hours at the institution. For transfer students attending less than a full academic year, an evaluation will be done at the midpoint of the actual hours.

DETERMINATION OF PROGRESS STATUS

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

WARNING

Students failing to meet minimum requirements for attendance and/or academic progress will be placed on Financial Aid Warning and will be considered to be making satisfactory academic progress during the warning period until the next evaluation period. The student will be advised in writing on the actions required to attain satisfactory academic progress by the next evaluation. During the Financial Aid Warning period, students are eligible, if applicable, to receive financial aid funds. If at the end of the warning period, the student has still not met both academic and/or attendance requirements, the student may be placed on probation and the student may be deemed ineligible to receive Title IV funds, if applicable.

RE-ESTABLISHMENT OF SATISFACTORY ACADEMIC PROGRESS

Students may re-establish satisfactory academic progress and Title IV funding eligibility, *for those that qualify,* by meeting the minimum attendance and academic requirements by the end of the warning or probationary period.

PROBATION

Students who fail to meet the minimum requirements for satisfactory academic progress in attendance and academic progress after the Financial Aid Warning period, the student will be placed on probation, if the student appeals the decision, prior to being placed on probation and prevails, the student will be considered to be making satisfactory academic progress during the probationary period.

Additionally, only students who have the ability to meet satisfactory academic progress policy standards by the end of the evaluation period may be placed on probation. Students placed on an academic plan must be able to meet requirements set forth in the academic plan by the end of the next evaluation period or the institution develops an academic plan for the student that, if followed, will ensure that the student is able to meet the institution's satisfactory academic progress requirements by a specific point within the maximum time frame established for the individual student. Students who are progressing according to their specific academic plan will be considered making satisfactory academic progress.

The student will be advised in writing of the actions required to attain satisfactory academic progress by the next evaluation. If at the end of the probationary period, the student has still not met both the attendance and academic requirements required for satisfactory academic progress or set forth by the academic plan, the student will be determined as NOT making satisfactory academic progress, and if applicable, the student will not be deemed eligible to receive Title IV funds.

APPEAL PROCEDURE

A student may appeal the Financial Aid ineligible decision if the student has a reason for not making satisfactory progress and if the student can document that the circumstances that caused the unsatisfactory academic progress determination have in some way changed and that satisfactory academic progress standard can be met by the end of the next evaluation period. A student has ten (10) school days from the date of notification that they are not meeting the second consecutive satisfactory progress determination to appeal the unsatisfactory academic progress determination. The student must submit a written appeal to the school's financial aid office on the designated schools Appeal Form describing why they failed to meet satisfactory academic progress standards, along with supporting documentation of the reasons why the determination should be reversed. This information should include what has changed about the student's situation that will allow them to achieve satisfactory academic progress by the next evaluation point.

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

The Appeal documents will be reviewed and a decision will be made and reported to the student within 15 calendar days. The appeal and decision documents will be retained in the student's file. If the student prevails upon appeal, the satisfactory academic progress determination will be reversed and federal financial aid will be reinstated, if applicable.

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

STUDENT CONSUMER INFORMATION

STUDENT RIGHT OF ACCESS AND RECORD RETENTION POLICY

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

- Review their education records,
- Seek to amend inaccurate information in their records, and
- 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.

GENERAL RELEASE OF INFORMATION

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

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

FERPA DISCLOSURES TO PARENTS

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

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

A school may disclose information from a student's education records to parents in the case of a health or safety emergency that involves the student, without needing the student's consent. A school may let parents of students under age 21 know when the student has violated any law or policy concerning the use or possession of alcohol or a controlled substance.

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

RELEASE OF INFORMATION TO REGULATORY AGENCIES

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

In addition, disclosure may be made if it is in connection with financial aid that the student has received or applied for. Such a disclosure may only be made if the student 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 NYC provides and permits access to student and other school records as required for any accreditation process initiated by the school or by the National Accrediting Commission of Career Arts and Sciences (NACCAS), or in response to a directive of said Commission.

DISCLOSURES IN RESPONSE TO SUBPOENAS OR COURT ORDERS

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

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

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

DISCLOSURES FOR OTHER REASONS

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

DIRECTORY INFORMATION

Paul Mitchell the School NYC 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 seven (7) years for withdrawal students; transcripts of graduates are kept indefinitely.

AMENDMENT TO STUDENT RECORDS

Students have the right to seek an amendment to their school records. To seek an amendment, students must meet with the school director and bring any supporting documentation to show that the record is incorrect.

A parent or eligible student may file a written complaint with the Family Policy Compliance Office regarding an alleged violation under the Family Educational Rights and Privacy Act. The Office's address is: Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, SW., Washington, DC 20202.

PERFORMANCE STATISTICS

Paul Mitchell the School NYC is a main campus accredited by the National Accrediting Commission of Career Arts and Sciences (NACCAS) and recognized by the U.S. Department of Education. NACCAS requires schools to list the outcome rates for the main campus, and all additional campuses as a whole.

Paul Mitchell the School NYC performance statistics for the calendar year 2024:		
Graduation	Placement	Licensure
91.55%	82.50%	100%

Paul Mitchell the School NYC is not required by NACCAS to report rates for the makeup program

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

2023-24 Retention Rates for First Time Students
Full-Time 90%
Part-Time 83%

Paul Mitchell The School NYC must prepare the completion and graduation rate of its certificate- or degree-seeking, first-time, full-time undergraduate students each year. The rates will track the outcomes for students for whom 150% of the normal time for completion or graduation has elapsed. Normal time is the amount of time necessary for a student to complete all requirements for a degree or certificate according to the institution's catalog. These rates are generated from the school student record management system.

REGULATORY AND ACCREDITATION AGENCIES

The following institutions license and regulate our institution:

NEW YORK STATE EDUCATION DEPARTMENT



Bureau of Proprietary School Supervision - Albany Office
89 Washington Avenue, Room 560
Albany, New York 12234
Telephone Number: (518) 474-3969
Fax Number: (212) 643-4765

New York State Education Department
Bureau of Proprietary School Supervision - New York Office
116 West 32nd Street, 5th Floor
New York, NY 10001
Telephone Number: (212) 643-4760
Facsimile Number: (212) 643-4765

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 & 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, including those offered via Distance Education.

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: https://paulmitchell.edu/nyc.

STUDENT DIVERSITY INFORMATION

Paul Mitchell the School NYC regularly reports Student Diversity information to the Integrated Postsecondary Education Data System (IPEDS). Follow these steps to access this information:

- Go to the IPEDS College Navigator.
- In the "Name of School" box type Paul Mitchell the School NYC.
- Click on the Paul Mitchell The School NYC link that appears.
- For gender and race/ethnicity data, click on the Enrollments link to expand the section.
- For information about Pell Grant recipients, expand the Financial Aid link.

OCCUPATIONAL EDUCATION DATA SURVEY (OEDS DATA) FOR NEW YORK

Reporting Period	**July 1, 2021 – June 30, 2022**	**July 1, 2022 – June 30, 2023**
New enrollment	55	55
Still enrolled from previous year	10	0
Total students in program during reporting period	65	65
Still enrolled/continuing into the next reporting period	6	6
Non-completers	15	15
Graduates	54	54
Graduate Placement Data		

Employed: Related Field	39	39
Employed: Slightly Related Field	4	4
Employed: Unrelated Field	0	0
Employed: Military	0	0
Seeking Employment	0	0
Pursuing Additional Education	0	0
Other, Unavailable for Employment	0	0
Status Unknown	0	0

State of New York **Written & Practical Pass / Fail Report** **7/1/21 - 6/30/22**			
Written & Practical			
Total Tested	Number Passed	Number Failed	Percent Passed
24	7	17	34.29%

State of New York **Written & Practical Pass / Fail Report** **7/1/23 - 6/30/24**			
Written & Practical			
Total Tested	Number Passed	Number Failed	Percent Passed
20	20	0	100%

INFORMATION FOR STUDENTS DISCLOSURE PAMPHLET

Schools are required to give this disclosure pamphlet to individuals interested in enrolling in their school.

WHAT YOU SHOULD KNOW ABOUT LICENSED PRIVATE SCHOOLS AND REGISTERED BUSINESS SCHOOLS IN NEW YORK STATE

WHAT IS THE PURPOSE OF THIS PAMPHLET?

All prospective and enrolled students in a non-degree granting proprietary school are required to receive this pamphlet. This pamphlet provides an overview of students' rights with regard to filing a complaint against a school and accessing the tuition reimbursement fund if they are victim of certain violations by the school.

Trade schools which are licensed by the New York State Education Department and business schools that are registered by this Department are required to meet very specific standards under the Education Law and Commissioner's Regulations. These standards are designed to help insure the educational appropriateness of the programs that schools offer. It is important for you to realize that the New York State Education Department's Bureau of Proprietary School Supervision closely monitors and regulates all non-degree granting proprietary schools. The schools are required to have their teachers meet standards in order to be licensed by the Department. Schools are also required to have their curriculum approved by the New York State Education Department every three years, thereby helping to insure that all curriculum offered in the schools are educationally sound.

In addition, staff members of the Bureau of Proprietary School Supervision are often in the school buildings monitoring the educational programs being offered. The interest of the New York State Education Department is to insure that the educational program being offered meets your needs and that your financial investment is protected.

The New York State Education Department's Bureau of Proprietary School Supervision wishes you success in your continued efforts to obtain the necessary skill training in order to secure meaningful employment. In addition, Bureau staff will continue to work with all the schools to help insure that a quality educational program is provided to you.

WHO CAN FILE A COMPLAINT?

If you are or were a student or an employee of a Licensed Private or Registered Business School in the State of New York and you believe that the school or anyone representing the school has acted unlawfully, you have the right to file a complaint with the New York State Education Department.

WHAT CAN A STUDENT OR EMPLOYEE COMPLAIN ABOUT?

You may make complaints about the conduct of the school, advertising, standards and methods of instruction, equipment, facilities, qualifications of teaching and management personnel, enrollment agreement, methods of collecting tuition and other charges, school license or registration, school and student records, and private school agents.

HOW CAN A COMPLAINT BE FILED BY A STUDENT OR EMPLOYEE?

You should try to resolve your complaint directly with the school unless you believe that the school would penalize you for your complaint. Use the school's internal grievance procedure or discuss your problems with teachers, department heads, or the school director. We suggest that you do so in writing and that you keep copies of all correspondence to the school. However, the school cannot require you to do this before you file a complaint with the New York State Education Department. If you do file a complaint with the Department, please advise the Bureau of any action that you have taken to attempt to resolve your complaint.

The steps you must take to file a complaint with the New York State Education Department are:

1. Write to the New York State Education Department at 116 West 32nd Street, 5th Floor, New York, New York 10001, or telephone the Department at (212) 643-4760, requesting an interview for the purpose of filing a written complaint. Bring all relevant documents with you to the interview, including an enrollment agreement, financial aid application, transcripts, etc.
2. If you cannot come for an interview, send a letter or call the office to request a complaint form. You must complete and sign this form and mail it to the office. Please include with it copies of all relevant documents. You should keep the originals. **You must file a complaint within two years after the alleged illegal conduct took place.** The Bureau cannot investigate any complaint made more than two years after the date of the occurrence.
3. The investigator will attempt to resolve the complaint as quickly as possible and may contact you in the future with follow-up questions. You should provide all information requested as quickly as possible; delay may affect the investigation of your complaint. When appropriate, the investigator will try to negotiate with the school informally. If the Department determines that violations of law have been committed and the school fails to take satisfactory and appropriate action then the Department may proceed with formal disciplinary charges.

WHAT IS THE TUITION REIMBURSEMENT FUND?

The Tuition Reimbursement Fund is designed to protect the financial interest of students attending proprietary schools. If a school closes while you are in attendance, prior to the completion of your educational program, then you may be eligible for a refund of all tuition expenses which you have paid. If you drop out of school prior to completion and you file a complaint against the school with the State Education Department, you may be eligible to receive a tuition refund if the State Education Department is able to provide factual support that your complaint is valid and to determine that there was a violation of Education Law or the Commissioner's Regulations as specified in Section 126.17 of the Commissioner's Regulations. To file a claim to the Tuition Reimbursement Fund, you must first file a complaint with the State Education Department at the address included in this pamphlet. The staff of the State Education Department will assist you in the preparation of a tuition reimbursement form (a sample of this form should have been provided to you upon enrollment).

WHAT IS THE TUITION REFUND AND CANCELLATION POLICY?

All schools must have a tuition refund and cancellation policy for each program included in the catalog and in the student enrollment agreement.

Read and understand the school's policy regarding tuition refund and cancellation before you sign the enrollment agreement. If you do not understand it, or are confused by the school's explanation, get help before you sign. You may ask for assistance from the Department at the address included in this pamphlet.

WHAT SHOULD STUDENTS KNOW ABOUT "PRIVATE SCHOOL AGENTS?"

Private School Agents are employed by schools for the purpose of recruiting or enrolling students in the school; they are not school counselors. Private school agents cannot require a student to pay a placement or referral fee. Each school agent must be licensed by the New York State Education Department, must have an Agent identification card and must be a salaried employee of the school. School agents who cannot show an Agent Identification Card are breaking the law if they try to interest students in enrolling in a particular school or group of schools. The name(s) of the agent(s) who enrolled a student must appear on that student's enrollment agreement. Therefore, you should write down the name of the agent who talked to you. Each student will be required to confirm the name(s) of the agent(s) when signing the enrollment agreement. A full refund shall be made to any student recruited by an unlicensed private school agent or even by a licensed agent if there is evidence that the agent made fraudulent or improper claims. To find out if you are eligible to receive a refund, you must follow the complaint procedures included in this page.

WHAT SHOULD STUDENTS KNOW ABOUT "GRANTS AND GUARANTEED STUDENT LOANS"?

A grant is awarded to a student based on income eligibility, and it does not need to be repaid (for example, New York State Tuition Assistance Program (TAP) grants or Pell grants provided by the federal government).

Guaranteed student loans are low interest loans provided under the Federal Guaranteed Student Loan Program. The decision to apply for such a loan is yours--the school cannot require that you apply for a loan. You should understand that if you pay school tuition with money loaned to you from a lender you are responsible for repaying the loan in full, with interest, in accordance with the terms of the loan agreement. A failure to repay the loan can hurt your credit rating and result in legal action against you. Even if you fail to complete your educational program, you are still responsible for repaying all of the money loaned to you.

It is your right to select a lender for a guaranteed student loan. The school cannot require you to apply to a particular lender or lending institution. However, the school can recommend a lender, but if it does, the school must also provide you with a statement about your right and ability to obtain a loan from another lender and the insurance premiums charged on these loans. Read and understand all the information and applications for financial aid grants and loans before signing.

WHERE CAN STUDENTS FILE A COMPLAINT, FILE A CLAIM TO THE TUITION REIMBURSEMENT FUND, OR GET ADDITIONAL INFORMATION?

Contact the New York State Education Department at:

New York State Education Department 116 West 32nd Street, 5th Floor New York, New York 10001 Attention: Bureau of Proprietary School Supervision
(212) 643-4760

This pamphlet is provided to you by the New York State Education Department (NYSED). The NYSED regulates the operation of Licensed Private Schools and Registered Business Schools/Computer Training Facilities.

SCHOOL STANDARDS & POLICIES

POLICIES AND PROCEDURES FOR STUDENTS WITH DISABILITIES

1. POLICY STATEMENT

Paul Mitchell the School NYC ("The School") is committed to complying with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act – Federal laws that prohibit discrimination on the basis of disability. The School does not discriminate against future professionals with disabilities in regard to application, acceptance, grading, advancement, training, discipline, graduation, or any other aspect related to a future professional's participation in a program of The School. This policy applies to all future professionals and applicants for admission to The School. The School will provide reasonable accommodations to future professionals with disabilities.

2. DEFINITIONS

Accommodation means a modification or adjustment to the education environment that will enable a qualified applicant or future professional with a disability to participate in The School's education program. Accommodation also includes adjustments to assure that a future professional with a disability has rights and privileges in education equal to those of future professionals without disabilities.

ADA/504 Compliance Coordinator means the official of The School responsible for determining and coordinating reasonable accommodation, modification, and/or auxiliary aids and services for prospective, admitted, or enrolled future professionals.

Auxiliary Aids and Services means accommodations that enable effective communication in the educational setting. Auxiliary aids and services may include interpreters, notetakers, ergonomic aids, or enlarged text and real-time closed captioning.

Future Professional means any individual who has accepted an offer of admission, or who is registered or enrolled in coursework, and who maintains an ongoing educational relationship with The School.

Individual with a Disability means a person with a physical or mental impairment that substantially limits a major life activity; has a record of such impairment; or is regarded as having such an impairment. The determination of whether a future professional has a physical or mental impairment that substantially limits a major life activity will be made on a case-by-case basis.

Qualified Future Professional with a Disability means a future professional with a disability who meets the academic and technical standards required for admission and participation in educational program(s) and activities and who has been approved by The School for reasonable accommodations.

3. PROCEDURES AND RESPONSIBILITIES

The School will provide reasonable academic adjustments, auxiliary aids and services, and accommodations to applicants for admission and qualified future professionals with disabilities to ensure applicants and future professionals are not denied the benefits of, or excluded from participation in, The School's educational program. The School will make necessary modifications to academic requirements to ensure that academic requirements do not discriminate against qualified future professionals with disabilities. The School will also ensure that future professionals with disabilities have physical access to The School and use of service animals.

The School employee responsible for implementing these procedures is:

Diana Varvaro
ADA/504 Compliance Coordinator
187 New Dorp Ln., Staten Island, NY 10306
(718) 979-9001
Diana.varvaro@nyc.paulmitchell.edu

When a future professional informs a staff member that the future professional has a disability, or needs accommodations or assistance due to a disability, the staff member will refer the future professional to The School's ADA/504 Compliance Coordinator. Learning Leaders should not honor requests for accommodations that have not been approved by the ADA/504 Compliance Coordinator ("the Coordinator").

FUTURE PROFESSIONAL ELIGIBILITY FOR ACCOMMODATION

Applicants for admission and qualified future professionals with disabilities who wish to request reasonable accommodations (including campus tours, orientation, academic adjustments, auxiliary aids and services, or modifications) must contact the Coordinator and complete the Disability Verification Form. Future professionals must provide documentation of their disability from an appropriate professional, which depends on the nature of the disability. For example, a future professional with a psychological disability should provide documentation from a psychologist, psychiatrist, or social worker. The documentation submitted must reflect a date within the past twelve months; if the documentation is older than twelve months, the future professional must provide current documentation to continue their request for accommodations.

The Coordinator has the discretion to determine the type of documentation necessary to establish the present level of the future professional's disability and its impact on the future professional's needs in the education setting. Any costs related to the initial documentation will be the responsibility of the future professional.

All documentation related to an accommodation request, including medical documentation, is treated as confidential, and maintained by the Coordinator in accordance with the Records Retention Policy. Access to these files will be limited to those individuals who need to be informed regarding necessary accommodations or other services.

INTERACTIVE PROCESS TO REQUEST ACCOMMODATIONS

Future professionals who plan to request accommodations should contact the Coordinator promptly to ensure adequate time for the Coordinator to review the future professional's documentation before the future professional begins the class or program for which the accommodation is requested. The Coordinator will keep a record of the dates and contacts with the future professional, including a record of the accommodation(s) requested by the future professional. Future professionals who have questions about the type of documentation they need to provide should contact the Coordinator to discuss acceptable documentation.

The Coordinator will schedule a meeting with the future professional to discuss their request for accommodation(s). The future professional and the Coordinator will discuss how the future professional's disability impacts them, how the future professional expects the disability to impact them in The School's program, the type of accommodation(s) the future professional has previously received (if any), and the accommodation(s) being requested. The Coordinator and the future professional will discuss which accommodations are needed during all phases of their educational program (Core, Adaptive, and Creative), and for classroom instruction, skills-based instruction, and skills practice.

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

EXAMPLES OF ACCOMMODATIONS

- A future professional with an orthopedic disability may need a cushioned floor mat, scheduled time to sit, or a particular type of chair.
- A future professional with a learning disability may need extended time to take tests in a location that has reduced distractions, like an office instead of a classroom.
- A future professional with a learning or psychological disability may need a note taker, a copy of the Learning Leader's notes or presentation, or use of a recording device during instruction.
- A future professional with a hearing impairment may need Learning Leaders to use voice amplification systems or may need The School to provide a sign language interpreter.

DETERMINATION AND NOTIFICATION REGARDING ELIGIBILITY

The Coordinator will determine the accommodation(s) to be provided to the future professional. The Coordinator will consider past accommodations that have been effective for the future professional and will give primary consideration to the type of accommodation requested by the future professional. Alternate accommodations may be provided if they are equally effective for the future professional.

The Coordinator will determine appropriate accommodations typically no later than ten (10) business days after the future professional submits their request for accommodations and relevant documentation. If the future professional does not submit appropriate documentation at the time the future professional requests an accommodation, the Coordinator will determine appropriate accommodations no later than ten (10) business days after the future professional provides appropriate documentation.

The Coordinator will provide the future professional with written notice regarding the determination and any approved accommodation(s) and/or auxiliary aids/services. The Coordinator will communicate the future professional's accommodation(s) to the appropriate Learning Leader(s) and staff. Notification to Learning Leaders and staff will specify which accommodation(s) they are responsible for providing, to whom they will be provided, how to provide the accommodation(s), and when to provide the accommodation(s). The Coordinator will maintain written records of the interactive process and notifications of eligibility.

The Coordinator will verify and ensure that all approved accommodation(s) are implemented. If the future professional informs the Coordinator that an accommodation is not being fully implemented, the Coordinator will immediately intervene to ensure the accommodation is provided to the future professional. Future professionals with approved accommodations will have a follow-up meeting with the Coordinator if the future professional's program is expected to change. The purpose of the meeting is to determine whether the future professional's accommodation(s) should be altered when the future professional's program phase changes, or the type of instruction changes.

LIMITATIONS

- The School is not required to make adjustments or provide aids or services that would result in an undue burden on The School. In this case, the Coordinator will promptly search for an equally effective alternate accommodation for the future professional that would not unduly burden the program. The Coordinator will offer the alternate accommodation to the future professional.
- The School is not required to alter or modify a course or academic program to the extent that it changes the fundamental nature of the course or program. When the Coordinator determines that a requested accommodation might fundamentally alter or modify a course or academic program, the Coordinator will promptly search for an equally effective alternate accommodation for the future professional and offer the alternate accommodation to the future professional.
- Decisions regarding accommodation or auxiliary aids and services may require consultation with The School's Learning Leaders and/or staff to consider the fundamental nature of a course or academic program or whether the accommodation would impose an undue burden on The School.
- Accommodations are not retroactive.

4. TRAINING AND POLICY DISSEMINATION

The Coordinator will deliver training sessions for all School 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 amended) as they apply to The School. The Coordinator will provide information regarding:

- The School's responsibility to provide accommodations to future professionals with disabilities and to not penalize future professionals for using approved accommodations.
- How to appropriately interact with future professionals with disabilities.

- How to implement approved accommodations.
- How to support qualified future professionals with disabilities in The School's programs.

The Coordinator will maintain record of each training session. The Coordinator may also provide training for future professionals who wish to learn about The School's process for requesting accommodations or The School's grievance procedures.

The Coordinator will publish this policy and procedures on its website and in each handbook or catalog provided to applicants for admission, future professionals, and employees.

5. GRIEVANCE PROCEDURE

The School is committed to working with future professionals with disabilities to resolve disagreements regarding the need for and/or implementation of accommodations. A future professional requesting an accommodation and/or use of auxiliary aids and/or services may file a complaint in accordance with the procedures detailed below.

1. Informal Resolution: The Coordinator will assist future professionals with disabilities who have concerns about implementation of their accommodations or their treatment by School staff members or other future professionals. At the request of a future professional, the Coordinator will informally mediate or attempt to resolve issues related to the future professional's disability. If this informal process does not resolve the future professional's concerns, the future professional may request a formal resolution or a file a formal complaint.
2. Formal Resolution: A future professional may request a formal resolution with the Director of The School.
    - To dispute the Coordinator's decision to deny a request for accommodation.
    - To dispute the Coordinator's decision to provide an alternate accommodation rather than the specific accommodation requested.
    - To dispute the Coordinator's determination that the future professional has not presented sufficient documentation to support the requested accommodation.
    - To resolve concerns that the Coordinator failed to effectively address concerns that a School staff member failed to provide an approved accommodation.
      The Director will review all materials submitted by the Coordinator and will interview, as necessary under the circumstances, the future professional, the Coordinator, involved School staff, and other individuals who are relevant to the issue. The Director will render a decision in writing to the future professional.
3. Formal Complaint: If a future professional is not satisfied with the decision reached through formal or informal resolution, a formal complaint may be filed with the Title IX Coordinator.
   A future professional is not required to exhaust informal and formal resolution methods before filing a formal complaint. For more information see the Protected Class Non-Discrimination Policy and Procedures.

6. INELIGIBILITY

The ADA applies to qualified future professionals with a disability as defined in section 2. Future professionals who do not meet the qualification criteria are not entitled to reasonable accommodation(s). The Coordinator will not issue any communications or directives to Learning Leaders or School staff for future professionals who have not completed the interactive process and been approved for accommodations.

Future professionals who are not eligible for accommodations but still have an issue affecting their academic performance (including temporary illness) may seek assistance from the Future Professional Advisor who will respond to requests in accordance with established School policies.

Learning Leaders are not to provide accommodations to future professionals without the prior approval of the Coordinator.

This policy and procedures are effective June 1, 2022.

SOCIAL NETWORKING POLICY

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

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

ALCOHOL AND DRUG-FREE EDUCATIONAL FACILITY POLICY

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

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

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

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

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

ANTI-BULLYING POLICY

1. Purpose: Paul Mitchell the School NYC ("School") is committed to maintaining a working and learning environment that provides for a safe and inclusive environment that is free from bullying, harassment, and intimidation.
2. Scope: This policy applies to anyone who engages in bullying, harassment, and intimidation on School property, at School activities, or through electronic communication (via cell phones, computers, or other electronic devices) using School resources, including School-provided internet or online learning platforms. As described below in Item 8, conduct that is prohibited by federal law is addressed by the School's Anti-Discrimination, Harassment, and Retaliation Policy.
3. Definitions
    - Bullying, Harassment, and Intimidation: Any severe or pervasive physical, written, or verbal act or conduct (including electronic communications) by one individual or a group of individuals that has or can

reasonably be predicted to have the effect of one or more of the following:
    - Causing a reasonable person to feel scared or fear harm to themselves or their property;
    - Causing a reasonable person to experience a detrimental effect on their physical or mental health;
    - Causing a reasonable person to experience interference with their academic performance; or
    - Causing a reasonable person to experience interference with their ability to participate in or benefit from the services, activities, or privileges provided by the School.
  - Retaliation: An adverse action taken by threatening, intimidating, coercing, harassing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by law or policy or because the individual has made a report, complaint, testified, assisted, participated, or refused to participate in a manner in an investigation, proceeding, or hearing under this policy.
4. Prohibited Conduct
  - Students and staff may not engage in behavior that constitutes bullying, harassment, and intimidation as defined in this policy. Such behavior includes, but is not limited, to direct physical contact like hitting or shoving, damaging or destroying a person's work product or personal property, verbal or written attacks like name calling or teasing, social isolation or manipulation, and cyberbullying.
  - Students and staff may not engage in retaliation against an individual for reporting behavior that may violate this policy or participating in an investigation pursuant to this policy.
5. Investigation: Allegations of any policy violation will be investigated and handled appropriately based upon the findings. The Director or a designee will review the reported behavior and speak to the necessary individuals and collect the necessary information to determine if it is more likely than not (greater than a 50% chance) that the prohibited behavior occurred. In certain circumstances, it will be possible to address the behavior informally. An informal response may include coaching, mediation, or other informal resolution options. Administration will take prompt, equitable, and remedial action (including but not limited to requiring sensitivity training, probation, suspension, expulsion, or termination) on all reports and complaints that come to the attention of School personnel, either formally or informally. The School may also provide supportive measures to the reporting party to address the effects of the bullying, harassment, and intimidation.
6. Sanctioning: If an individual or group of individuals has been determined based on a preponderance of the evidence standard to have engaged in behavior that violates this policy, the responsible individual(s) may be subject to disciplinary action up to and including termination. It is important to note that termination may not result from every report or finding of behavior that violates this policy. An individual may also have their access to School property restricted. The School will also determine if it is appropriate to provide supportive measures to the reporting party. In certain circumstances the School may not have the ability to sanction the responsible party (i.e., third-parties, former students and staff), but could still provide supportive measures to the reporting party. If warranted, the School will report any criminal activity to the appropriate law enforcement agency.
7. Reporting: The School expects students and/or staff to immediately report incidents of bullying, harassment, and intimidation to the Director. Staff who witness or become aware of such acts should take immediate steps to intervene when it is safe to do so. Each report of bullying will be promptly investigated. Employees 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.
8. Related Policies: Any conduct that is based on a protected class status (race, color, national origin, sex, disability, etc.) is covered by the Protected Class Non-Discrimination Policy and Procedures. However, to the extent that the conduct does not rise to the level of conduct covered by the Protected Class Non-Discrimination Policy and Procedures, this policy will apply.

9. Privacy: The School will respect the privacy of the reporting party and the individual(s) against whom the complaint is filed to the extent 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. The School will also respect, to the extent possible, requests for confidentiality made by the reporting party.
10. Resources:
    For a list of state anti-bullying laws and policies please go to: www.stopbullying.gov
    For a list of federal anti-discrimination laws and policies protecting employees, please go to: https://www.ftc.gov/site-information/no-fear-act/protections-against-discrimination
    For a list of federal anti-discrimination laws and policies protecting students, please go to: https://www.justice.gov/crt/types-educational-opportunities-discrimination

COPYRIGHT INFRINGEMENT POLICY

This policy applies to those who use Paul Mitchell the School NYC's network or equipment to share files, including the school's faculty, staff, students, guests, external individuals, and organizations accessing network services via the school's networking or computer facilities.

This copyright policy also includes the use of streaming services within the school network such as Netflix, Hulu, YouTube, Spotify, Pandora, or any other similar services.

Copyright is legal protection of intellectual property, in whatever medium, that is provided for by the laws of the United States to the owners of copyright. Types of works that are covered by copyright law include, but are not limited to, literary, dramatic, musical, artistic, pictorial, graphic, film, and multi-media works. This protection extends to software, digital works, and unpublished works and it covers all forms of a work, including its digital transmission and subsequent use.

This is in accord with the Digital Millennium Copyright Act (DMCA), which provides educational institutions with some protections if individual members of the community violate the law. For the school to maintain this protection, it must expeditiously take down or otherwise block access to infringing material whenever it is brought to the attention of the organization. If the school receives an allegation of copyright infringement based on your use of the school's networking or computers, the matter will be referred to the school director for further investigation.

The following are some examples of copyright infringement that may be found in a school setting:

- Downloading, using, or sharing files of music, videos, and games without proper documented permission of the copyright owner.
- Using corporate logos without permission.
- Placing an electronic copy of a standardized test on a department's website without permission of the copyright owner.
- Enhancing a departmental website with music that is downloaded or artwork that is scanned from a book, all without attribution or proper documented permission of the copyright owners.
- Scanning, taking a picture of, or digitally posting any photograph/image and using it without the proper documented permission or attribution.
- Placing a number of full-text articles on a course web-page that is not password protected and allowing the web page to be accessible to anyone who can access the Internet.
- Downloading licensed software from non-authorized sites without the permission of the copyright or license holder.
- Making a movie file or a large segment of a movie available on a website without proper documented permission of the copyright owner.
- Torrenting or other peer to peer communication on the network.
- Streaming personal music from non-commercial platforms such as Spotify, Pandora, YouTube Music, or Apple Music.

- Streaming personal TV/Movies from streaming platforms such as Netflix, Hulu, YouTube TV, Disney Plus or similar platform is a violation of Copyright Law, as the agreement made is not between the Streaming Service and the School, but the Streaming Service and the individual.
- Sharing, taking a picture of, digitally posting, downloading, or distributing the proprietary curriculum, educational systems, and supporting digital or printed assets and tools (apps and printed materials such as books or guides) created and owned by Paul Mitchell Advanced Education.

The Digital Millennium Copyright Act requires that all infringement claims must be made in writing and sent to copyright@paulmitchell.edu. For Paul Mitchell The School NYC to act on your notice, you must be authorized to enforce the copyrights that you allege have been infringed. When informing the School of an alleged copyright infringement, you must include the following information:

- A physical or electronic signature of the copyright owner or the person authorized to act on its behalf.
- A description of the copyrighted work claimed to have been infringed.
- A description of the infringing material and information reasonably sufficient to permit us to locate the material.
- Your contact information, including your address, telephone number, and e-mail.
- A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and, under the pains and penalties of perjury, that you are authorized to act on behalf of the copyright owner.

Please note, the School may not be able to act on your complaint promptly or at all if you do not provide this information.

Upon notification or due to detection, the School will take all necessary actions, including, but not limited to, temporary disconnection from internet access, to stop illegal sharing of copyrighted material on its network or computing devices by identified users.

Corrective actions can range from a written reprimand to termination from the School in the case of a student, or termination from employment in the case of an employee, depending on the nature and severity of the charges.

The consequences of copyright infringement also extend outside of the school Summary of Civil and Criminal Penalties for Violation of Federal Copyright Laws Copyright infringement is the act of exercising, without permission or legal authority, one or more of the exclusive rights granted to the copyright owner under section 106 of the Copyright Act (Title 17 of the United States Code). These rights include the right to reproduce or distribute a copyrighted work. In the file sharing context, downloading, or uploading substantial parts of a copyrighted work without authority constitutes an infringement. Penalties for copyright infringement include civil and criminal penalties.

In general, anyone found liable for civil copyright infringement may be ordered to pay either actual damages or “statutory” damages affixed at not less than $750 and not more than $30,000 per work infringed. For “willful” infringement, a court may award up to $150,000 per work infringed. A court can, in its discretion, also assess costs and attorneys’ fees. For details, see Title 17, United States Code, Sections 504, 505. Willful copyright infringement can also result in criminal penalties, including imprisonment of up to five years and fines of up to $250,000 per offense.

For more information, please see the website of the U.S. Copyright Office at www.copyright.gov.

GRIEVANCE PROCEDURE

This Grievance Procedure will be used to process a written grievance or complaint concerning any other grievance, not covered by the above Protected Class Non-Discrimination Policy and Procedures and Anti Bullying Policies that a Future Professional feels have been left unresolved against a Future Professional, employee, or third-party. The grievance or complaint will be referred to the School Director and/or School Owner. The following grievance procedures shall be used to address a grievance filed by Future Professionals for complaints filed on their behalf against employees, other Future Professionals, or third parties. This process will be used to investigate reports under

the Anti-Hazing Policy. For the Anti-Hazing Policy specifically, the School may initiate the process without a Future Professional grievance if may also be used by the School independently. A copy of the Grievance form may be obtained from the School's Director.

In order to facilitate the investigation, the complaint must include details of the incident or incidents, dates and times, names of the individuals involved, and names of any witnesses. A complaint should be filed within two (2) business days from the date of the alleged incident to allow the school to take timely and appropriate action. The complaint once received will be maintained in the Director's office, which has limited staff access. The school Director has the responsibility of investigating the complaint allegations; however, if it is in the best interest of the parties involved the school may choose to designate another individual to follow this process.

The time necessary to conduct an investigation will vary based on the complexity of the allegation(s) but will generally be completed within fourteen (14) days of receipt of the complaint. If a Grieving Party requests confidentiality, the school will take all reasonable steps to investigate and respond to the Grievance consistent with the request. If a complainant insists that his or her name or other identifiable information not be disclosed to the party alleged to have engaged in the behavior, the school will inform the Grieving Party that its ability to respond may be limited. In circumstances involving Hazing, the School may be required to take action that discloses identifiable information based on the reported information.

The Director will begin the process outlined in this policy below.

Handling of Allegations

1. The individual completes the Future Professional Grievance Form and returns it to the School Director.
2. The Director or designee will determine if the Grievance has merit and is appropriately filed under this policy. If another policy is implicated, the Director or designee may transfer the Grievance to the appropriate resolution process. The Director or designee may also transfer matters filed under other procedures to this Grievance Procedure if appropriate.
3. Upon determination that the Grievance has merit and is appropriately filed, the Director or designee will conduct an initial inquiry into the facts surrounding the Grievance. After that initial inquiry, the Grievance may be dismissed for lack of merit, resolved through an Amicable Conclusion, or through an Investigation as outlined below. The Director or designee will consult with the person(s) filing the Grievance and consider their wishes in choosing the mechanism(s) for handling the Grievance. The decision for addressing a Grievance (informal or investigation) is at the discretion of the Director and is not appealable.
4. Amicable Conclusion: The Director or designee will work to identify a resolution acceptable to the School, any other involved party, and Grieving Party. If the Grieving Party accepts the resolution, the Director will work to implement the solution. If the Grieving Party does not accept the resolution identified, they may request an Investigation. If the information found in the initial inquiry does not support further investigation, and the reported issue can be addressed through action by the School, the Director may decline to take an investigation. If a matter is resolved via Amicable Resolution, it will not be investigated or reopened, unless there is substantial new behavior or information.
5. Investigation: The Director or designee will take the necessary steps to gather relevant information. They will then identify the outcome of the Grievance Investigation briefly in writing, and identify the actions (if any) determined necessary to address the reported behavior for the file. The Grieving Party, Witnesses, and/or any accused parties will be notified of the general outcome of the investigation, but may not be able to have details about the actions taken due to Future Professional (student) privacy laws, employment laws, and/or other relevant laws or policies.

6. Future Professionals will not be subject to retaliation for filing a complaint. If a Future Professional feels that they have been retaliated against for reporting a matter covered by this Grievance Procedure, they may submit a written grievance under this policy.
7. There is not an appeal of any decision made under this policy, unless a Future Professional is terminated based upon the investigation. In that instance, any appeal allowed under the Code of Conduct would apply.

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

The student always has the right to complain to the New York State Education Department pursuant to Section 5003 of the Education Law, in the form of a written complaint, at anytime.

Complaints can be filed with: www.acces.nysed.gov/bpss

New York State Education Department:
Attention: Investigations Unit
BPSS at 116 W. 32nd Street; 5th Floor;
New York, New York, 10001.
(212) 643-4760

How to file a complaint with NACCAS:

To file a complaint with the school's accrediting agency, the National Accrediting Commission of Career Arts and Sciences, please follow the directions below:

- Go to https://naccas.org for a copy of NACCAS' complaint form.
- An individual must complete the form and submit it to:
  NACCAS
  3015 Colvin Street
  Alexandria, VA 22314
- "Student complainants: In accordance with NACCAS' Standards and Criteria, schools must have a policy and procedure for handling student complaints and inform the students in writing of same. The notice must be included in the school's catalog, handbook, other published materials, and/or otherwise prominently displayed in the school. NACCAS shall not consider a student complaint until all procedures and remedies within the institution have been exhausted. A student complainant must show that the institution's complaint procedure has been followed and state why the matter is considered still unresolved when he/she submits a complaint to NACCAS."
- Upon conclusion of the investigation into any allegations, NACCAS will send the individual a letter notifying them of their decision.

POLICY ON WEAPONS IN SCHOOL

The safety of our Future Professionals, guests, and team members is of our utmost importance; and therefore, Paul Mitchell the School NYC prohibits anyone from entering the school with any type of weapon, including:

- Guns of any kind,
- Brass or metal knuckles
- Knives or other items that impale
- Tasers and stun guns
- Any weapon intended to propel objects

Future Professionals and team members may not, at any time while on any property owned, leased or controlled by Paul Mitchell the School NYC , including anywhere that the school may hold an event, pos-sess or use any weapon.

Regardless of whether a Future Professional, guest or team member possesses a concealed weapons permit (CCW) or is allowed by law to possess a weapon, weapons are prohibited on any school property. They are also banned in any location in which the Future Professional or team member attends a school sponsored event.

Possession of a weapon can be authorized only by the school owner or director in order to allow trained security personnel or law enforcement to be armed when it is determined necessary to secure the safety and security of the school and its occupants.

Future Professionals or team members who violate this policy will be subject to disciplinary actions, up to and including termination.

PROTECTED CLASS NONDISCRIMINATION POLICY AND PROCEDURES

NONDISCRIMINATION STATEMENT

Paul Mitchell The School NYC ("School") is committed to providing a workplace and educational environment, as well as other benefits, programs, and activities, that are free from discrimination and harassment based on a protected characteristic and retaliation for engaging in a protected activity. The School values and upholds the equal dignity of all members of its community and strives to balance the rights of the parties in the Grievance Process during what can be a difficult time for all involved.

The School, in its admission, instruction, and graduation policies and practices, does not allow or tolerate harassment or discrimination based on race, religion, creed, color, ethnic origin, 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.

To ensure compliance with federal, state, and local civil rights laws and regulations, and to affirm its commitment to promoting the goals of fairness and equity in all aspects of the education program or activity, the School has developed policies and procedures that are designed to provide a prompt, fair, and impartial process for those involved in an allegation of discrimination or harassment on the basis of a protected characteristic and for allegations of retaliation.

In furtherance of this commitment, all students and employees are required to complete mandatory sexual harassment and prevention training when they first enroll or become employed with the School and annually, each January, thereafter. In accordance with Title IX of the Education Amendments of 1972, the School prohibits discrimination on the basis of sex, including sexual harassment and sexual violence, and promptly investigates when allegations of sex discrimination are made by a member of the School's community.

APPLICABLE SCOPE

The core purpose of this policy is the prohibition of all forms of discrimination. The School's policy prohibits discrimination based on sex (including pregnancy, childbirth, and related conditions), race, religion, creed, color, national origin, ethnic origin, ancestry, military or veteran status, physical or mental disability, medical condition, marital status, age, genetic information, sexual orientation, gender identity, gender expression, or any other characteristic protected by federal, state, or local law. Sometimes, discrimination involves exclusion from or different treatment in activities, such as admission or employment. At other times, discrimination takes the form of harassment or, in the case of sex-based discrimination, it can encompass sexual harassment, sexual assault, stalking, sexual exploitation, dating violence, or domestic violence. When an alleged policy violation is reported, the allegations are subject to resolution using the School's grievance procedures as determined by the Title IX Coordinator, and as detailed below. ct to resolution using the School's grievance procedures as determined by the Title IX Coordinator, and as detailed below.

When the Respondent is a member of the School community, a Formal Complaint may be filed and a Grievance Process may be available regardless of the status of the Complainant, who may or may not be a member of the School community. However, the School's specific response may be limited by certain regulations. This community includes, but is not limited to, students, employees, customers or service guests, vendors, or anyone else who does business with the School. The procedures below may be applied to incidents, to patterns, and/or to the institutional culture/climate, all of which may be addressed and investigated in accordance with this Policy.

The School recognizes that reports and/or Formal Complaints under this Policy may include multiple forms of discrimination and harassment as well as violations of other School policies; may involve various combinations of students, employees, and other members of the School community; and may require the simultaneous attention of multiple School departments. Accordingly, School employees will share information, combine efforts, and otherwise collaborate, to the maximum extent permitted by law and consistent with other applicable School policies, to provide uniform, consistent, efficient, and effective responses to alleged discrimination and harassment or retaliation.

As part of the School's commitment to providing a working and learning environment free from discrimination, this Policy will be disseminated to the School community through publications such as the School's catalog, the School's website, new employee orientation, and other appropriate methods of communication.

POLICY: EQUAL OPPORTUNITY, HARASSMENT, AND NONDISCRIMINATION

1. GLOSSARY

- ***Administrative Grievance Procedure*** means the Administrative Grievance Process set forth below in Appendix C that applies only when the Title IX Grievance Procedure does not, as determined by the Title IX Coordinator.
- ***Advisor*** means a person chosen by a party or appointed by the institution to accompany the party to meetings related to the Grievance Process to advise the party on that process and to conduct questioning for the party at the hearing, if any.
- ***Appeal Decision-Maker*** means the person who accepts or rejects a submitted appeal request determines whether an error occurred that substantially affected the investigation or original determination, and directs corrective action accordingly.
- ***Complainant*** means an individual who is alleged to be the victim of conduct that could constitute harassment or discrimination based on a protected characteristic or retaliation for engaging in a protected activity.
- ***Day*** means a business day, excluding Saturday and Sunday, when the School is in normal operation.
- ***Decision-Maker*** means the person or panel who hears evidence, determines relevance, and makes the Final Determination of whether this Policy has been violated and/or assigns sanctions.
- ***Directly Related Evidence*** is evidence connected to the complaint, but which is neither inculpatory (tending to prove a violation) nor exculpatory (tending to disprove a violation) and cannot be relied upon by the Decision-Maker. Compare to Relevant Evidence below.
- ***Education Program or Activity*** means locations, events, or circumstances where the School exercises substantial control over both the Respondent and the context in which the harassment, discrimination, and/or retaliation occurs.
- ***Final Determination*** is a conclusion by the standard of proof that the alleged conduct did or did not violate policy.
- ***Finding*** is a conclusion by the standard of proof that the conduct did or did not occur as alleged (as in a "finding of fact").
- ***Formal Complaint*** means a document submitted or signed by a Complainant or signed by the Title IX Coordinator alleging a Respondent engaged in harassment or discrimination based on a protected characteristic or retaliation for engaging in a protected activity and requesting that the School investigate the allegation(s).
- ***Formal Grievance Process*** means the "Title IX Grievance Procedure," a method of formal resolution designated by the School to address conduct that falls within the policies included below, and which complies with the requirements of the Title IX regulations (34 CFR § 106.45) and the Violence Against Women Act § 304.
- ***Future Professional*** means any individual who has accepted an offer of admission, or who is registered or enrolled in coursework, and who maintains an ongoing educational relationship with the School.
- ***Grievance Process Pool*** includes any Investigators, Hearing Decision-Makers, Appeal Decision-Makers, and Advisors who may perform any or all of these roles (though not at the same time or with respect to the same complaint).
- ***Informal Resolution*** is a complaint resolution agreed to by the Parties and approved by the Title IX Coordinator that occurs prior to a formal Final Determination being reached.

- ***Investigator*** means the person authorized by the School to gather facts about an alleged violation of this Policy assesses relevance and credibility, synthesizes the evidence, and compiles this information into an investigation report of Relevant Evidence and a file of Directly Related Evidence.
- ***Mandated Reporter*** means a School employee who is obligated by policy to share knowledge, notice, and/or reports of harassment, discrimination, and/or retaliation with the Title IX Coordinator.
- ***Notice*** means that an employee, Future Professional, or third party informs the Title IX Coordinator or other Official with Authority of the alleged occurrence of harassing, discriminatory, and/or retaliatory conduct.
- ***Official with Authority (OWA)*** means a School employee (specifically the Owner or Director) who has responsibility to implement corrective measures for harassment, discrimination, and/or retaliation on behalf of the School.
- ***Parties*** means the Complainant(s) and Respondent(s), collectively.
- ***Recipient*** means a postsecondary education program that receives federal funding.
- ***Relevant Evidence*** is evidence that tends to prove (inculpatory) or disprove (exculpatory) an issue in the complaint.
- ***Remedies*** are post-Final Determination actions directed to the Complainant and/or the community as mechanisms to address safety, prevent recurrence, and restore access to the School's education program.
- ***Respondent*** means an individual who has been reported to be the perpetrator of conduct that could constitute harassment or discrimination based on a protected characteristic, or retaliation for engaging in a protected activity under this Policy.
- ***Resolution*** means the result of an Informal Resolution or Formal Grievance Process.
- ***Sanction*** means a consequence imposed on a Respondent who is found to have violated this Policy.
- ***Sexual Harassment*** is an umbrella category including the offenses of sexual harassment, sexual assault, stalking, dating violence, and domestic violence. See Section 17.B. for greater detail.
- ***Title IX Coordinator*** is at least one official designated by the School to ensure compliance with Title IX and the School's Title IX program. References to the Coordinator throughout this policy may also encompass a designee of the Coordinator for specific tasks.
- ***Title IX Grievance Procedure*** means the Formal Grievance Process detailed below and defined above.

2. TITLE IX COORDINATOR

Diana Varvaro serves as the Title IX Coordinator and ADA/504 Coordinator and oversees implementation of the School's policy on equal opportunity, harassment, and nondiscrimination.

The Title IX Coordinator has the primary responsibility for coordinating the School's efforts related to the intake, investigation, resolution, and implementation of supportive measures to stop, remedy, and prevent discrimination, harassment, and retaliation prohibited under this Policy.

All parties will be provided with a comprehensive (electronic) brochure detailing options and resources, which the Title IX Coordinator may also review with the parties in person.

3. INDEPENDENCE AND CONFLICT OF INTEREST

The Title IX Coordinator acts with independence and authority, free from bias and conflicts of interest. The Title IX Coordinator oversees all resolutions under this Policy and these procedures. Investigators, Decision-Makers (including Appeal Decision-Makers), and Advisors are vetted and trained to ensure they are not biased for or against any party in a specific complaint, or for or against Complainants and/or Respondents, generally.

To raise any concern involving bias, conflict of interest, misconduct, or discrimination by the Title IX Coordinator, contact the School's managing owner/Co- Director Peggy Lee Cao or Co-Director Diana Varvaro. Concerns of bias, misconduct, discrimination, or a potential conflict of interest by any other individual involved facilitating the Grievance Process should be raised with the Title IX Coordinator.

4. ADMINISTRATIVE CONTACT INFORMATION

Complaints or notice of alleged policy violations, or inquiries about or concerns regarding this Policy and procedures, may be made internally to:

Title IX Coordinator:
Diana Varvaro
187 Drop Ln., Staten Island, NY10306
(718) 979-9001
Email: **diana.varvaro@nyc.paulmitchell.edu**

The School has determined that the following administrators are Officials with Authority (OWAs) to address and correct harassment, discrimination, and/or retaliation. In addition to the Title IX Coordinator, these OWAs may also accept notice or complaints on behalf of the School.

Owner:
Peggy Lee Cao
187 Drop Ln., Staten Island, NY10306
(718) 979-9001
Email: **peggylee.cao@nyc.paulmitchell.edu**

The School has also classified the Financial Services Leader, Admissions Leader, and Future Professional Advisor as Mandated Reporters of any knowledge they have that a member of the community is experiencing harassment, discrimination, and/or retaliation. The section below on Mandated Reporting details their duties.

Inquiries may be made externally to:

Office for Civil Rights (OCR)
US Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202-1100
Customer Service Hotline #: (800) 421-3481
Facsimile: (202) 453-6012
TDD#: (877) 521-2172
Email: OCR@ed.gov
Web: http://www.ed.gov/ocr
For complaints involving employee-on-employee conduct: Equal Employment Opportunity Commission (EEOC).

5. NOTICE/COMPLAINTS OF DISCRIMINATION, HARASSMENT, AND/OR RETALIATION

Notice or complaints of discrimination, harassment, and/or retaliation may be made using any of the following options:

- File a report or Formal Complaint with, or give verbal notice to, the Title IX Coordinator or an Official with Authority. Such a report or Formal Complaint may be made at any time (including during non-business hours) by using the telephone number or email address, or by mail, to the office listed for the Title IX Coordinator or any other official listed.
- Report online, using the reporting form posted at paulmitchell.edu/nyc/title-ix/policy.
- Anonymous reports[1] are accepted but can give rise to a need to investigate to determine whether the parties can be identified. If not, no further formal action is taken, though measures intended to protect the community may be enacted. The School tries to provide supportive measures to all Complainants, which may be impossible with an anonymous report that does not identify the Complainant.

Because reporting carries no obligation to initiate a formal response, and because the School respects Complainant requests to dismiss complaints unless there is a compelling threat to health and/or safety, the Complainant is largely in control and should not fear a loss of confidentiality by making a report that allows the School to discuss and/or provide supportive measures.

As used in this Policy, the term “Formal Complaint” means a document or electronic submission (such as by electronic mail or through an online portal provided by the School for this purpose) that contains the Complainant’s physical or digital signature, or otherwise indicates that the Complainant is the person filing the complaint, and requests that the School investigate the allegations. If notice is submitted in a form that does not meet this standard, the Title IX Coordinator will contact the Complainant to ensure that it is filed correctly.

6. SUPPORTIVE MEASURES

The School will offer and implement appropriate and reasonable supportive measures to the parties upon notice of alleged harassment, discrimination, and/or retaliation. Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate and reasonably available. They are offered, without fee or charge to the parties, to restore or preserve access to the School’s education program or activity, including measures designed to protect the safety of all parties and/or the School’s educational environment and/or to deter harassment, discrimination, and/or retaliation.

The Title IX Coordinator promptly makes supportive measures available to the parties upon receiving notice or a complaint. At the time that supportive measures are offered, the School will inform the Complainant, in writing, that they may file a Formal Complaint with the School either at that time or in the future, if they have not done so already. The Title IX Coordinator works with the Complainant to ensure that their wishes are considered with respect to any planned and implemented supportive measures.

The School will maintain the confidentiality of the supportive measures, provided that confidentiality does not impair the School’s ability to provide those supportive measures. The School will act to ensure as minimal an occupational or academic impact on the parties as possible. The School will implement measures in a way that does not unreasonably burden the other party.

These actions may include, but are not limited to:

- Referral to community-based service providers
- Visa and immigration assistance
- Future Professional financial aid counseling
- Education to the institutional community or community subgroup(s)
- Altering work arrangements for employees
- Safety planning
- Implementing contact limitations (no-contact orders) between the parties
- Academic support, extensions of deadlines, or other course/program-related adjustments
- Trespass orders
- Timely warnings
- Withdrawals or leaves of absence
- Increased security and monitoring of certain areas of the campus
- Any other actions deemed appropriate by the Title IX Coordinator

Violations of no-contact orders or other restrictions may be referred to appropriate Future Professional or employee conduct processes for enforcement or added as collateral misconduct allegations to an ongoing complaint under this Policy.

7. EMERGENCY REMOVAL

The School can act to remove a Future Professional Respondent from its education program or activities—partially or entirely—on an emergency basis when an individualized safety and risk analysis has determined that an immediate threat to the physical health or safety of any Future Professional or other individual justifies removal. This risk analysis is performed by the Title IX Coordinator in conjunction with relevant School officials.

When an emergency removal is imposed, the Future Professional will be given notice of the action and the option to request to meet with the Title IX Coordinator prior to such action/removal being imposed, or as soon as reasonably possible thereafter, to show cause why the action/removal should not be implemented or should be modified.

This meeting is not a hearing on the merits of the allegation(s), but rather it is an administrative process intended to determine solely whether the emergency removal is appropriate. When this meeting is not requested, objections to the emergency removal will be deemed waived. A Complainant and their Advisor may be permitted to participate in this meeting if the Title IX Coordinator determines it equitable to do so. There is no appeal process for emergency removal decisions.

A Respondent may be accompanied by an Advisor of their choice when meeting with the Title IX Coordinator for the show cause meeting. The Respondent will be given access to a written summary of the basis for the emergency removal prior to the meeting to allow for adequate preparation.

The Title IX Coordinator has sole discretion under this Policy to implement or modify an emergency removal and to determine the conditions and duration. Violation of an emergency removal under this policy will be grounds for discipline within the Future Professional or employee conduct processes, which may include expulsion or termination.

The School will implement the least restrictive emergency actions possible in light of the circumstances and safety concerns. As determined by the Title IX Coordinator, these actions could include, but are not limited to, temporarily reassigning an employee, restricting a Future Professional or employee's access to or use of facilities or equipment, allowing a Future Professional to withdraw without financial penalty, authorizing an employee administrative leave, and suspending a Future Professional's participation in extracurricular activities. At the discretion of the Title IX Coordinator, alternative coursework options may be pursued to ensure as minimal an academic impact on the parties as possible.

When the Respondent is an employee accused of misconduct in the course of their employment, they may be removed from campus or placed on administrative leave based on the discretion of the Title IX Coordinator.

8. PROMPTNESS

Once the School has received notice or a Formal Complaint, all allegations are promptly acted upon. Complaints typically take 60–90 business days to resolve. There are always exceptions and extenuating circumstances that can cause a resolution to take longer, but the School will avoid all undue delays within its control.

Any time the general timeframes for resolution outlined in School procedures will be delayed, the School will provide written notice to the parties of the delay, the cause for the delay, and an estimate of the anticipated additional time that will be needed as a result of the delay.

9. PRIVACY

Every effort is made by the School to preserve the privacy of reports[2]. The School will not share the identity of any individual who has made a report or Formal Complaint of harassment, discrimination, or retaliation; any Complainant; any individual who has been reported to be the perpetrator of harassment, discrimination, or retaliation; any Respondent; or any witness, except as permitted by the Family Educational Rights and Privacy Act (FERPA)[3] or its implementing regulations[4], or as required by law; or to carry out the purposes of 34 CFR Part 106, including any investigation, hearing, or grievance proceeding arising under these policies and procedures.

The School reserves the right to determine which School officials have a legitimate educational interest in being informed about incidents that fall under this Policy, pursuant to the Family Educational Rights and Privacy Act (FERPA).

Only a small group of School employees who need to know will typically be told about the complaint. Information will be shared as necessary with Investigators, Decision-Makers, witnesses, and the parties. The circle of people with this knowledge will be kept as tight as possible to preserve the parties' rights and privacy.

The School may contact parents/guardians of Future Professionals to inform them of situations in which there is a significant and articulable health and/or safety risk but will usually consult with the Future Professional first before doing so.

10. JURISDICTION

This Policy applies to the School's education program and activities[5] regarding conduct that takes place on property owned or controlled by the School and at School-sponsored events. The Respondent must be a member of the School's community in order for this Policy to apply.

This Policy can also be applicable to the effects of off-campus misconduct that effectively deprives a person of access to the School's education program or activities. The School may also extend jurisdiction to off-campus and/or to online conduct when the Title IX Coordinator determines that the conduct affects a substantial School interest.

Regardless of where the conduct occurred, the School will address notice/complaints to determine whether the conduct occurred in the context of its employment or education program or activity and/or has continuing effects on campus (including virtual learning and employment environments) or in an off-campus sponsored program or activity. A substantial School interest includes:

- Any action that constitutes a criminal offense as defined by law. This includes, but is not limited to, single or repeat violations of any local, state, or federal law.
- Any situation in which it is determined that the Respondent poses an immediate threat to the physical health or safety of any Future Professional, employee, or other individual.
- Any situation that significantly impinges upon the rights, property, or achievements of others, significantly breaches the peace, and/or causes social disorder.
- Any situation that substantially interferes with the educational interests or mission of the School.

If the Respondent is unknown or is not a member of the School community, the Title IX Coordinator will assist the Complainant in identifying appropriate institutional and local resources and support options. If criminal conduct is alleged, the School can assist in contacting local or institutional law enforcement if the individual would like to file a police report.

Further, even when the Respondent is not a member of the School's community, supportive measures, remedies, and resources may be provided to the Complainant by contacting the Title IX Coordinator.

In addition, the School may take other actions as appropriate to protect the Complainant against third parties, such as barring individuals from School property and/or events.

All vendors serving the School through third-party contracts are subject to the policies and procedures of their employers.

When the Respondent is enrolled in or employed by another institution, the Title IX Coordinator can assist the Complainant in liaising with the appropriate individual at that institution, as it may be possible to pursue action under that institution's policies.

Similarly, the Title IX Coordinator may be able to assist and support a Future Professional or employee Complainant who experiences discrimination in an externship or other environment external to the School where sexual harassment or nondiscrimination policies and procedures of the facilitating or host organization may give the Complainant recourse.

11. TIME LIMITS ON REPORTING

There is no time limitation on providing notice/complaints to the Title IX Coordinator. However, if the Respondent is no longer subject to the School's jurisdiction and/or significant time has passed, the ability to investigate, respond, and/or provide remedies may be more limited or impossible.

Acting on notice/complaints significantly impacted by the passage of time (including, but not limited to, the rescission or revision of policy) is at the discretion of the Title IX Coordinator, who may document allegations for future reference, offer supportive measures and/or remedies, and/or engage in informal or formal action, as appropriate.

12. ONLINE HARASSMENT AND MISCONDUCT

The School's policies are written and interpreted broadly to include online manifestations of any of the behaviors prohibited below, when those behaviors occur in or have an effect on the School's education program and activities or when they involve the use of School networks, technology, or equipment.

Although the School may not control websites, social media, and other venues through which harassing communications are made, when such communications are reported to the School, it will engage in a variety of means to address and mitigate the effects.

Members of the community are encouraged to be good digital citizens and to refrain from online misconduct,

such as feeding anonymous gossip sites; sharing inappropriate content via social media; participating in unwelcome sexual or sex-based messaging; distributing, or threatening to distribute, nude or semi-nude photos or recordings; performing breaches of privacy; or otherwise using the ease of transmission and/or anonymity of the Internet or other technology to harm another member of the School's community.

Off-campus harassing speech by employees, whether online or in person, may be regulated by the School only when such speech is made in an employee's official or work-related capacity.

13. POLICY ON NONDISCRIMINATION

The School adheres to all federal, state, and local civil rights laws and regulations prohibiting discrimination in private higher education institutions.

A. PROTECTED CHARACTERISTICS

The School does not discriminate against any employee, applicant for employment, Future Professional, or applicant for admission on the basis of:

- Sex (including pregnancy, childbirth, and related conditions)
- Race
- Religion
- Creed
- Color
- National Origin
- Ancestry
- Military or Veteran Status
- Physical or Mental Disability
- Medical Condition
- Marital Status
- Age
- Genetic Information
- Sexual Orientation
- Gender Identity
- Gender Expression
- Any other protected characteristic under applicable local, state, or federal law, including protections for those opposing discrimination or participating in any Grievance Process within the institution, with the Equal Employment Opportunity Commission, and/or other human/civil rights agencies
  This Policy covers nondiscrimination in both employment and access to educational opportunities. Therefore, any member of the School's community whose acts deny, deprive, or limit the educational or employment access, benefits, and/or opportunities of any member of the School's community, guest, or visitor on the basis of that person's actual or perceived protected characteristics listed above, is in violation of the School's Nondiscrimination Policy.
  When brought to the attention of the School, any such discrimination will be promptly and fairly addressed and remedied by the School according to the appropriate Grievance Process.

B. INCLUSION RELATED TO GENDER IDENTITY/EXPRESSION

The School strives to ensure that all individuals are safe, included, and respected in their working and learning environments, regardless of their gender identity or expression, including intersex, transgender, agender, and gender diverse Future Professionals and employees.

Discrimination on the basis of gender identity or expression is not tolerated by the School. If a member of the School community feels they have been subjected to discrimination under this Policy, they should follow the appropriate reporting/Formal Complaint process described above.

In upholding the principles of equity and inclusion, the School supports the full integration and healthy development of those who are transgender, transitioning, or gender diverse, and seeks to eliminate any stigma related to gender identity and expression.

The School is committed to fostering a climate where all identities are valued and create a more vibrant and diverse community. The purpose of this Policy is to have the School administratively address issues some Future Professionals and employees, including those identifying as intersex, transgender, agender, and gender diverse, may confront as they navigate systems originally designed around the assumption that gender is binary. As our society's understanding of gender evolves, so do the School's processes and policies.

Concepts like misgendering and deadnaming may not be familiar to all, but understanding them is essential to the School's goal of being as welcoming and inclusive a community as possible.

Misgendering is the intentional or unintentional use of pronouns or identifiers that are different from those used by an individual. Unintentional misgendering is usually resolved with a simple apology if someone clarifies their pronouns for you. Intentional misgendering is inconsistent with the type of community we hold ourselves out to be. We all get to determine our own gender identity and expression, but we do not get to choose or negate someone else's.

Deadnaming, along with misgendering, can be very traumatic to a person who is transgender, transitioning, or gender diverse. Deadnaming means using someone's birth-assigned (cisgender) name, rather than the name they have chosen.

To a person who is transgender, transitioning, or gender diverse, their cisgender identity may be something that is in their past—dead, buried, and behind them. To then revive their deadname could trigger issues, traumas, and experiences of the past that the individual has moved past, or is moving past, and can interfere with their health and well-being.

Again, unintentional deadnaming can be addressed by a simple apology and an effort to use the person's chosen name. Intentional deadnaming could be a form of bullying, outing, or otherwise harassing an individual, and thus should be avoided.

This Policy should be interpreted consistent with the goals of maximizing the inclusion of intersex, transgender, transitioning, agender, and gender diverse Future Professionals and employees, including:

- Maintaining the privacy of all individuals consistent with law
- Ensuring all Future Professionals equal access to educational programming, activities, and facilities, including restrooms
- Ensuring all employees equal access to employment opportunities
- Providing professional development for employees and education for Future Professionals on topics related to gender inclusion
- Encouraging all future employees and current employees to respect the pronoun usage and identities of all members of the School's community

  The School has set forth its specific processes for implementing this Policy through the accompanying Title IX-related procedures.

14. DISABILITY DISCRIMINATION AND ACCOMMODATION POLICY

The School is committed to full compliance with the Americans with Disabilities Act of 1990 (ADA), as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibit discrimination against qualified persons with disabilities, as well as other federal, state, and local laws and regulations pertaining to individuals with disabilities.

Under the ADA and its amendments, a person has a disability if they have a physical or mental impairment that substantially limits a major life activity.

The ADA also protects individuals who have a record of a substantially limiting impairment or who are regarded as disabled by the School, regardless of whether they currently have a disability. A substantial impairment is one that significantly limits or restricts a major life activity such as hearing, seeing, speaking, breathing, performing manual tasks, walking, or caring for oneself.

Diana Varvaro has been designated as School's ADA/504 Coordinator responsible for overseeing efforts to comply with these disability laws, including responding to grievances and conducting investigations of any allegation of noncompliance or discrimination based on disability.

Grievances related to disability status and/or accommodations will be addressed using the School's Policy and Procedures for Future Professionals with Disabilities. For details relating to disability accommodations in the School's Grievance Process.

FUTURE PROFESSIONALS WITH DISABILITIES

The School is committed to providing qualified Future Professionals with disabilities with reasonable accommodations and support needed to ensure equal access to the School's academic programs, facilities, and activities. For more information refer to Policy and Procedures for Future Professionals with Disabilities.

15. DISCRIMINATORY HARASSMENT POLICY

Future Professionals and employees are entitled to an educational and employment environment that is free of discriminatory harassment. This Policy is not meant to inhibit or prohibit educational content or discussions inside or outside of the classroom that include germane, but controversial, or sensitive subject matters protected by academic freedom.

The sections below describe the specific forms of legally prohibited harassment that are also prohibited under the School's policy. When speech or conduct is protected by academic freedom, it will not be considered a violation of School policy, though supportive measures will be offered to those impacted. All offense definitions encompass actual and/or attempted offenses.

A. DISCRIMINATORY HARASSMENT

Discriminatory harassment—defined as unwelcome conduct by any member or group of the community on the basis of actual or perceived characteristic protected by policy or law—is a form of prohibited discrimination under School policy.

The School does not tolerate discriminatory harassment of any employee, Future Professional, customer or service guest, third party, vendor, or anyone else who does business with the School. The School will act to remedy all forms of harassment when reported, whether or not the harassment rises to the level of creating a "hostile environment." A hostile environment is one that unreasonably interferes with, limits, or effectively denies an individual's educational or employment access, benefits, or opportunities.[6] This discriminatory effect results from harassing verbal, written, graphic, and/or physical conduct that is severe or pervasive and objectively offensive.

When discriminatory harassment rises to the level of creating a hostile environment, the School may also impose sanctions on the Respondent through application of the appropriate Grievance Process. The School reserves the right to address offensive conduct and/or harassment that (1) does not rise to the level of creating a hostile environment, or (2) that is of a generic nature and not based on a protected characteristic. Addressing such conduct

will not result in the imposition of discipline under School policy, but may be addressed through respectful conversation, remedial actions, education, effective Alternative Resolution, and/or other Informal Resolution mechanisms.

For assistance with Alternative Resolution and other Informal Resolution techniques and approaches, employees and Future Professionals should contact the Director or Owner.

B. SEXUAL HARASSMENT

The Department of Education's Office for Civil Rights (OCR), the Equal Employment Opportunity Commission (EEOC), and the State/Commonwealth/District of New York regard sexual harassment, a specific form of discriminatory harassment, as an unlawful discriminatory practice.

The School has adopted the following definition of sexual harassment in order to address the unique environment of an academic community.

Acts of sexual harassment may be committed by any person upon any other person, regardless of the sex, sexual orientation, and/or gender identity of those involved.

Sexual Harassment, as an umbrella category, includes the offenses of sexual harassment, sexual assault, domestic violence, dating violence, and stalking, and is defined as:

Conduct on the basis of sex[7], or that is sexual in nature, that satisfies one or more of the following:

- **Quid Pro Quo**:
  - an employee of the School,
  - conditions[8] the provision of an aid, benefit, or service of the School,
  - on an individual's participation in unwelcome sexual conduct.
- **Sexual Harassment**:
  - unwelcome conduct,
  - determined by a reasonable person,
  - to be so severe, and
  - pervasive, and,
  - objectively offensive,
  - that it effectively denies a Complainant equal access to the School's education program or activity.[9]
- **Sexual Assault, defined as**:
  a. Any sexual act[10] directed against a Complainant,[11]
     - without their consent, or
     - instances in which the Complainant is incapable of giving consent.

  b. Incest
     - Non-forcible sexual intercourse,
     - between persons who are related to each other,
     - within the degrees wherein marriage is prohibited by New York law.

  c. Statutory Rape:
     - Non-forcible sexual intercourse,
     - with a person who is under the statutory age of consent of 17.
- **Dating Violence, defined as:**
  a. violence,
  b. on the basis of sex,

c. committed by a person,
d. who is in or has been in a social relationship of a romantic or intimate nature with the Complainant.
    i. The existence of such a relationship shall be determined based on the Complainant's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. For the purposes of this definition—
        - Dating violence includes, but is not limited to, sexual abuse, physical abuse, or economic abuse[12] or the threat of such abuse.
        - Dating violence does not include acts covered under the definition of domestic violence.

- **Domestic Violence**,[13] defined as:
    a. felony or misdemeanor crimes,
    b. including the use or attempted use of physical or sexual abuse, or
    c. a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a Complainant,
    d. including verbal abuse, psychological abuse, economic abuse, or technological abuse that may or may not constitute criminal behavior,
    e. on the basis of sex,
    f. committed by a current or former spouse or intimate partner of the Complainant,
    g. by a person with whom the Complainant shares a child in common, or
    h. by a person who is cohabitating with, or has cohabitated with, the Complainant as a spouse or intimate partner, or
    i. by a person similarly situated to a spouse of the Complainant under the domestic or family violence laws of New York, or
    j. by any other person against an adult or youth Complainant who is protected from that person's acts under the domestic or family violence laws of New York.
- **Stalking, defined as**:
    a. engaging in a course of conduct,
    b. on the basis of sex,
    c. directed at the Complainant, that
        - would cause a reasonable person to fear for the person's safety, or
        - the safety of others; or
        - suffer substantial emotional distress.
- **Technological Abuse**, defined as:
    a. an act or pattern of behavior that occurs within
    b. domestic violence, sexual assault, dating violence, or stalking,
    c. that is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor,
    d. another person
    e. that occurs using any form of technology[14],
    f. except as otherwise permitted by law.
    For the purposes of this definition:
        - Course of conduct means two or more acts, including but not limited to, acts in which the Respondent directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property.
        - Reasonable person means a reasonable person under similar circumstances and with similar identities to the Complainant.
        - Substantial emotional distress means significant mental suffering or anguish that may but does not necessarily require medical or other professional treatment or counseling.

The School reserves the right to impose any level of sanction, ranging from a reprimand up to and including suspension or expulsion/termination, for any offense under this Policy. The most serious offenses are likely to result in suspension/expulsion/termination.

C. UNETHICAL RELATIONSHIPS POLICY

There are inherent risks in any romantic or sexual relationship between individuals in unequal positions (such as supervisor and employee). In reality, these relationships may be less consensual than perceived by the individual whose position confers power or authority. Similarly, the relationship also may be viewed in different ways by each of the parties, particularly in retrospect. Circumstances may change, and conduct that was once welcome may, at some point in the relationship, become unwelcome.

Even when both parties have initially consented to romantic or sexual involvement, the possibility of a later allegation of a relevant policy violation still exists. The School does not wish to interfere with private choices regarding personal relationships when these relationships do not interfere with the goals and policies of the School. However, for the personal protection of members of this community, relationships in which power differentials are inherent (e.g., supervisor/employee) are generally discouraged. Employee relationships with Future Professionals are prohibited.

Consensual romantic or sexual relationships in which one party maintains a direct supervisory or otherwise evaluative role over the other party are inherently problematic. Therefore, persons with direct supervisory or otherwise evaluative responsibilities who are involved in such relationships must bring these relationships to the timely attention of the Title IX Coordinator. The existence of this type of relationship will likely result in removing the supervisory or evaluative responsibilities from the employee or shifting a party from being supervised or evaluated by someone with whom they have established a consensual relationship. When an affected relationship existed prior to adoption of this Policy, the duty to notify the appropriate supervisor still pertains.

Failure to timely self-report such relationships to the Title IX Coordinator as required can result in disciplinary action for an employee. Engaging in a consensual relationship with a Future Professional can result in disciplinary action for an employee. The Title IX Coordinator will determine whether to refer violations of this provision to human resources for resolution, or to pursue resolution under this Policy, based on the circumstances of the allegation.

D. FORCE, COERCION, CONSENT, AND INCAPACITATION[15]

As used in the offenses above, the following definitions and understandings apply:

Force: Force is the use of physical violence and/or physical imposition to gain sexual access. Force also includes threats, intimidation (implied threats), and coercion that is intended to overcome resistance or produce consent (e.g., “Have sex with me or I’ll hit you,” which elicits the response, “Okay, don’t hit me. I’ll do what you want.”).

Sexual activity that is forced is, by definition, non-consensual, but non-consensual sexual activity is not necessarily forced. Silence or the absence of resistance alone is not consent. Consent is not demonstrated by the absence of resistance. While resistance is not required or necessary, it is a clear demonstration of non-consent.

Coercion: Coercion is unreasonable pressure for sexual activity. Coercive conduct differs from seductive conduct based on factors such as the type and/or extent of the pressure used to obtain consent. When someone makes clear that they do not want to engage in certain sexual activity, that they want to stop, or that they do not want to go past a certain point of sexual interaction, continued pressure beyond that point can be coercive.

Consent is:

- knowing, and
- voluntary, and
- clear permission
- by word or action
- to engage in sexual activity.
  Individuals may perceive and experience the same interaction in different ways. Therefore, it is the responsibility of each party to determine that the other has consented before engaging in the activity.

If consent is not clearly provided prior to engaging in the activity, consent may be ratified by word or action at some point during the interaction or thereafter, but clear communication from the outset is strongly encouraged.

For consent to be valid, there must be a clear expression in words or actions that the other individual consented to that specific sexual conduct. Reasonable reciprocation can be implied consent. For example, if someone kisses you, you can kiss them back (if you want to) without the need to explicitly obtain their consent to being kissed back.

Consent can also be withdrawn once given, as long as the withdrawal is reasonably and clearly communicated. If consent is withdrawn, that sexual activity should cease within a reasonably immediate time.

Consent to some sexual contact (such as kissing or fondling) cannot be presumed to be consent for other sexual activity (such as intercourse). A current or previous intimate relationship is not sufficient to constitute consent. If an individual expresses conditions on their willingness to consent (e.g., use of a condom) or limitations on the scope of their consent, those conditions and limitations must be respected.

Proof of consent or non-consent is not a burden placed on either party involved in a complaint. Instead, the burden remains on the School to determine whether its policy has been violated. The existence of consent is based on the totality of the circumstances evaluated from the perspective of a reasonable person in the same or similar circumstances, including the context in which the alleged misconduct occurred and any similar and previous patterns that may be evidenced.

Consent in relationships must also be considered in context. When parties consent to BDSM[16] or other forms of kink, non-consent may be shown by the use of a safe word. Resistance, force, violence, or even saying “no” may be part of the kink and thus consensual, thus the School’s evaluation of communication in kink situations should be guided by reasonableness, rather than strict adherence to policy that assumes non-kink relationships as a default.

Incapacitation: A person cannot consent if they are unable to understand what is happening or are disoriented, helpless, asleep, or unconscious for any reason, including due to alcohol or other drug consumption. As stated above, a Respondent violates this Policy if they engage in sexual activity with someone who is incapable of giving consent.

It is a defense to a sexual assault policy violation that the Respondent neither knew nor should have known the Complainant to be physically or mentally incapacitated. “Should have known” is an objective, reasonable person standard that assumes that a reasonable person is both sober and exercising sound judgment.

Incapacitation occurs when someone cannot make rational, reasonable decisions because they lack the capacity to give knowing/informed consent (e.g., to understand the “who, what, when, where, why, and how” of their sexual interaction).

Incapacitation is determined through consideration of all relevant indicators of an individual’s state and is not synonymous with intoxication, impairment, blackout, and/or being drunk.

This Policy also covers a person whose incapacity results from a temporary or permanent physical or mental health condition, involuntary physical restraint, and/or the consumption of incapacitating substances.

E. OTHER CIVIL RIGHTS OFFENSES

In addition to the forms of sexual harassment described above, which are covered by Title IX, the School additionally prohibits the following offenses as forms of discrimination that may be within or outside of Title IX when the act is based upon the Complainant’s actual or perceived protected characteristic.

- **Sexual Exploitation**, defined as:
  a. an individual taking non-consensual or abusive sexual advantage of another
  b. for their own benefit or for the benefit of anyone other than the person being exploited, and
  c. that conduct does not otherwise constitute sexual harassment under this Policy.
  Examples of sexual exploitation include, but are not limited to:
    - Sexual voyeurism (such as observing or allowing others to observe a person undressing or using the bathroom or engaging in sexual acts, without the consent of the person being observed)

        - Invasion of sexual privacy (e.g., doxxing)
        - Knowingly making an unwelcome disclosure of (or threatening to disclose) an individual's sexual orientation, gender identity, or gender expression
        - Taking pictures, video, or audio recording of another in a sexual act, or in any other sexually related activity when there is a reasonable expectation of privacy during the activity, without the consent of all involved in the activity; or exceeding the boundaries of consent (such as allowing another person to hide in a closet and observe sexual activity; or disseminating sexual pictures without the photographed person's consent), including the making or posting of non-consensual pornography
        - Prostituting another person
        - Engaging in sexual activity with another person while knowingly infected with human immunodeficiency virus (HIV) or a sexually transmitted disease (STD) or infection (STI), without informing the other person of the virus, disease, or infection
        - Causing or attempting to cause the incapacitation of another person (through alcohol, drugs, or any other means) for the purpose of compromising that person's ability to give consent to sexual activity, or for the purpose of making that person vulnerable to non-consensual sexual activity
        - Misappropriation of another person's identity on apps, websites, or other venues designed for dating or sexual connections (e.g., spoofing)
        - Forcing a person to take an action against that person's will by threatening to show, post, or share information, video, audio, or an image that depicts the person's nudity or sexual activity
        - Knowingly soliciting a minor for sexual activity
        - Engaging in sex trafficking
        - Knowingly creating, possessing, or disseminating child pornography
- **Harm/Endangerment**, defined as:
    a. threatening or causing physical harm;
    b. extreme verbal, emotional, or psychological abuse; or
    c. other conduct which threatens or endangers the health or safety of any person or damages their property.
- **Discrimination**, defined as:
    a. actions that deprive, limit, or deny
    b. other members of the community
    c. of educational or employment access, benefits, or opportunities,
    d. including disparate treatment.
- **Intimidation**, defined as:
    a. implied threats or
    b. acts that cause the Complainant reasonable fear of harm.
- **Bullying**[17], defined as:
    a. repeated and/or severe aggressive behavior
    b. that is likely to intimidate or intentionally hurt, control, or physically or mentally diminish the Complainant.

Violation of any other School policies may constitute a Civil Rights Offense when a violation is motivated by actual or perceived protected characteristic(s), and the result is a discriminatory limitation or denial of employment or educational access, benefits, or opportunities.

Sanctions for the above-listed Civil Rights Offenses range from coaching through termination.

16. RETALIATION

Protected activity under this Policy includes reporting alleged misconduct that may implicate this Policy, participating in the Grievance Process, supporting a Complainant or Respondent, assisting in providing information relevant to an investigation, and/or acting in good faith to oppose conduct that constitutes a violation of this Policy.

Acts of alleged retaliation should be reported immediately to the Title IX Coordinator and will be promptly investigated. The School will take all appropriate and available steps to protect individuals who fear that they may be subjected to retaliation.

The School and any member of the School's community are prohibited from taking or attempting to take materially adverse action by intimidating, threatening, coercing, harassing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by law or policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this Policy and procedures.

Filing a complaint under the Administrative Grievance Procedure could be considered retaliatory if those allegations could be subject to the Title IX Grievance Procedure, when the Administrative Grievance Procedure allegations are made for the purpose of interfering with or circumventing any right or privilege afforded within the Title IX Grievance Procedure that is not provided by the Administrative Grievance Procedure. Therefore, the School carefully vets all complaints to ensure this does not happen, and to ensure that complaints are routed to the appropriate process.

The exercise of rights protected under the First Amendment does not constitute retaliation.

Pursuing a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this Policy and procedures does not constitute retaliation, provided that the determination of responsibility, by itself, is not sufficient to conclude that any party has made a materially false statement in bad faith.

17. MANDATED REPORTING

Specific School employees have been designated as Mandated Reporters and are required to report actual or suspected discrimination, harassment, and/or retaliation to appropriate officials immediately. This requirement applies to instances involving Future Professionals and colleagues.

If a Complainant expects formal action in response to their allegations, reporting to any Mandated Reporter can connect them with resources to report alleged crimes and/or policy violations, and these employees will immediately pass reports to the Title IX Coordinator (and/or police, if desired by the Complainant or required by law), who will act when an incident is reported to them.

The following sections describe the School's reporting options for a Complainant or third party (including parents/guardians when appropriate):

A. CONFIDENTIAL RESOURCES

If a Complainant would like the details of an incident to be kept confidential, the Complainant may speak with:

- BPA Health Employee Assistance Program (EPA): ADP EAP

Community-based resources (not affiliated with the School):

- Licensed professional counselors and other medical providers
- Local rape crisis counselors
- Domestic violence resources
- Local or state assistance agencies
- Clergy/Chaplains
- Attorneys

  The above-listed individuals will maintain confidentiality when acting under the scope of their licensure, professional ethics, professional credentials, or official designation, except in extreme cases of immediacy of threat or danger or abuse of a minor/elder/individual with a disability, or when required to disclose by law or court order.

  The EAP are available to help free of charge and may be consulted on an emergency basis 24 hours a day.

B. MANDATED REPORTERS AND FORMAL NOTICE/COMPLAINTS

Specific School employees are Mandated Reporters and must promptly share with the Title IX Coordinator all known details of a report made to them in the course of their employment. These employees include the Financial Aid Leader, the Admissions Leader, and the Future Professional Advisor.

Mandated Reporters must also promptly share all details of behaviors under this Policy that they observe or have knowledge of, even if not reported to them by a Complainant or third party.

Complainants may want to carefully consider whether they share personally identifiable details with non-confidential Mandated Reporters, as those details must be shared with the Title IX Coordinator.

Generally, disclosures in climate surveys, admissions essays, or at events such as “Take Back the Night” marches or speak-outs do not provide notice that must be reported to the Title IX Coordinator by employees, unless the Complainant clearly indicates that they desire a report to be made or to seek a specific response from the School.

Supportive measures may be offered as the result of such disclosures without formal School action.

Failure of a Mandated Reporter, as described above in this section, to report an incident of harassment, discrimination, or retaliation of which they become aware is a violation of School policy and can be subject to disciplinary action for failure to comply/failure to report.

Though this may seem obvious, when a Mandated Reporter is engaged in harassment or other violations of this Policy, they still have a duty to report their own misconduct, though the School is technically not on notice simply because a harasser is also a Mandated Reporter unless the harasser does in fact report themselves.

Finally, it is important to clarify that a Mandated Reporter who is a target themself of harassment or other misconduct under this Policy is not required to report their own experience, though they are, of course, encouraged to do so.

18. WHEN A COMPLAINANT DOES NOT WISH TO PROCEED

If a Complainant does not wish for their name to be shared, does not wish for an investigation to take place, and/or does not want a Formal Complaint to be pursued, they may make such a request to the Title IX Coordinator, who will evaluate that request in light of the duty to ensure the safety of the institution and to comply with state or federal law.

The Title IX Coordinator has ultimate discretion over whether the School proceeds when the Complainant does not wish to do so, and the Title IX Coordinator may sign a Formal Complaint to initiate a Grievance Process, usually upon completion of an appropriate violence risk assessment.

The Title IX Coordinator’s decision should be based on results of the violence risk assessment that show a compelling risk to health and/or safety that requires the School to pursue formal action to protect the community.

A compelling risk to health and/or safety may result from evidence of patterns of misconduct, predatory conduct, threats, abuse of minors, use of weapons, and/or violence. The School may be compelled to act on alleged employee misconduct irrespective of a Complainant’s wishes.

The Title IX Coordinator must also consider the effect that non-participation by the Complainant may have on the availability of evidence and the School’s ability to pursue a Formal Grievance Process fairly and effectively.

When the Title IX Coordinator executes the written complaint, they do not become the Complainant. The Complainant is the individual who is alleged to be the victim of conduct that could constitute a violation of this Policy.

When the School proceeds, the Complainant (and/or their Advisor) may have as much or as little involvement in the process as they wish. The Complainant retains all rights of a Complainant under this Policy irrespective of their level of participation. Typically, when the Complainant chooses not to participate, the Advisor may be appointed as proxy for the Complainant throughout the process, acting to ensure and protect the rights of the Complainant, though this does not extend to the provision of evidence or testimony.

Note that the School’s ability to remedy and respond to notice may be limited if the Complainant does not want the School to proceed with an investigation and/or Grievance Process. The goal is to provide the Complainant with as much control over the process as possible, while balancing the School’s obligation to protect its community.

In cases in which the Complainant requests confidentiality/no formal action and the circumstances allow the School to honor that request, the School may offer Informal Resolution options, supportive measures, and remedies to the Complainant and the community, but will not otherwise pursue formal action.

If the Complainant elects to take no action, they can change that decision if they decide to pursue a Formal Complaint at a later date. Upon making a Formal Complaint, a Complainant has the right, and can expect, to have allegations taken seriously by the School and to have the incidents investigated and properly resolved through these

procedures. Please consider that delays may cause limitations on access to evidence, or present issues with respect to the status of the parties.

19. FEDERAL TIMELY WARNING OBLIGATIONS

The School must issue timely warnings for reported incidents that pose a serious or continuing threat of bodily harm or danger to members of the School's community.

The School will ensure that a Complainant'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 potential danger.

20. FEDERAL STATISTICAL REPORTING OBLIGATIONS

Certain institutional officials—those deemed Campus Security Authorities—have a duty to report the following for federal statistical reporting purposes (Clery Act):

- All "primary crimes," which include criminal homicide, rape, fondling, incest, statutory rape, robbery, aggravated assault, burglary, motor vehicle theft, and arson
- Hate crimes, which include any bias-motivated primary crime as well as any bias-motivated larceny or theft, simple assault, intimidation, or destruction/damage/vandalism of property
- VAWA-based crimes,[18] which include sexual assault, domestic violence, dating violence, and stalking
- Arrests and referrals for disciplinary action for weapons-related law violations, liquor-related law violations, and drug law violations

All personally identifiable information is kept private, but statistical information must be shared with the Director regarding the type of incident and its general location (on or off campus or in the surrounding area, but no addresses are given) for publication in the Annual Security Report and daily campus crime log. Campus Security Authorities include the Financial Aid Leader, the Admissions Leader, the Future Professional Advisor, and the local police.

21. FALSE ALLEGATIONS AND EVIDENCE

Deliberately false and/or malicious accusations under this Policy are a serious offense and will be subject to appropriate disciplinary action. This does not include allegations that are made in good faith but are ultimately shown to be erroneous or do not result in a policy violation determination.

Additionally, witnesses and parties knowingly providing false evidence, tampering with or destroying evidence, or deliberately misleading an official conducting an investigation, hearing, or Informal Resolution can be subject to discipline under appropriate School policies.

22. AMNESTY

The School encourages the reporting of misconduct and crimes by Complainants and witnesses. Sometimes, Complainants or witnesses are hesitant to report to School officials or participate in grievance processes because they fear that they themselves may be in violation of certain policies, such as underage drinking or use of illicit drugs at the time of the incident. Respondents may hesitate to be forthcoming during the process for the same reasons.

It is in the best interests of the School community that Complainants choose to report misconduct to School officials, that witnesses come forward to share what they know, and that all parties be forthcoming during the process.

To encourage reporting and participation in the process, the School maintains a policy of offering parties and witnesses amnesty from minor policy violations—such as underage consumption of alcohol or the use of illicit drugs—related to the incident.

Amnesty does not apply to more serious allegations such as physical abuse of another or illicit drug distribution. The decision not to offer amnesty to a Respondent is based on neither sex nor gender, but on the fact that collateral misconduct is typically addressed for all Future Professionals within a progressive discipline system, and the rationale for amnesty—the incentive to report serious misconduct—is rarely applicable to Respondent with respect to a Complainant.

A. FUTURE PROFESSIONALS

Sometimes, Future Professionals are hesitant to assist others for fear that they may get in trouble themselves (for example, an underage Future Professional who has been drinking or using marijuana might hesitate to help take an individual who has experienced sexual assault to the School).

The School maintains a policy of amnesty for Future Professionals who offer help to others in need. Although policy violations cannot be overlooked, the School may provide purely educational options with no official disciplinary finding, rather than punitive sanctions, to those who offer their assistance to others in need.

B. EMPLOYEES

Sometimes, employees are hesitant to report harassment, discrimination, or retaliation they have experienced for fear that they may get in trouble themselves. For example, an employee who has violated the unethical relationship policy and is then assaulted in the course of that relationship might hesitate to report the incident to School officials.

The School may, at its discretion, offer employee Complainants amnesty from such policy violations (typically more minor policy violations) related to the incident. Amnesty may also be granted to Respondents and witnesses on a case-by-case basis.

23. PRESERVATION OF EVIDENCE

The preservation of evidence in incidents of sexual assault and stalking is critical to potential criminal prosecution and to obtaining restraining/protective orders and is particularly time sensitive. The School will inform the Complainant of the importance of preserving evidence by taking actions such as the following:

SEXUAL ASSAULT

- Seek forensic medical assistance at the Staten Island University Hospital, ideally within 120 hours of the incident (sooner is better).
- Avoid urinating, showering, bathing, washing hands or face, or douching, if possible, but evidence may still be collected even if you do.
- If oral sexual contact took place, refrain from smoking, eating, drinking, or brushing teeth.
- If clothes are changed, place soiled clothes in a paper bag (plastic destroys evidence) or secure evidence container.
- Seeking medical treatment can be essential even if it is not for the purposes of collecting forensic evidence.

STALKING

- Evidence in the form of text and voice messages will be lost in most cases if the Complainant changes their phone number.
    - Make a secondary recording of any voice messages and/or save the audio files to a cloud server.
    - Take screenshots and/or a video recording of any text messages or other electronic messages (e.g., Instagram, Snapchat, Facebook).
- Save copies of email and social media correspondence, including notifications related to account access alerts.
- Take timestamped photographs of any physical evidence including notes, gifts, etc., in place when possible.
- Save copies of any messages, to include those showing any request for no further contact.
- Obtain copies of call logs showing the specific phone number being used rather than a saved contact name if possible.

During the initial meeting between the Complainant and the Title IX Coordinator, the importance of taking these actions will be discussed, if timely.

GRIEVANCE PROCESS FOR ALLEGED VIOLATIONS OF THE EQUAL OPPORTUNITY, HARASSMENT, AND NONDISCRIMINATION POLICY (KNOWN AS THE TITLE IX GRIEVANCE PROCEDURE)

1. OVERVIEW

The School will act on any formal notice/complaint of violation of the Equal Opportunity, Harassment, and Nondiscrimination Policy ("the Policy") that is received by the Title IX Coordinator[19] or any other Official with Authority by applying these procedures, known as "the Title IX Grievance Procedure."

The procedures below apply only to qualifying allegations of sexual harassment (including sexual assault, dating violence, domestic violence, and stalking, as defined in the Policy) involving Future Professionals and employees.

If other Policy definitions are invoked, such as protected characteristic harassment or discrimination as defined above, please see Appendix C for a description of the procedures applicable to the resolution of such offenses, known as the Administrative Grievance Procedure.[20]

The Administrative Grievance Procedure can also apply to sexual harassment (including sexual assault, dating violence, domestic violence, and stalking, as defined above) when jurisdiction does not fall within the Title IX Grievance Procedure, as determined by the Title IX Coordinator.

The procedures below may be used to address alleged collateral misconduct by the Respondent arising from the investigation of or occurring in conjunction with reported misconduct (e.g., vandalism, physical abuse of another), when alleged violations of the Policy are being addressed at the same time. In such cases, the Title IX Coordinator may consult with the institution officials who typically oversee such conduct (e.g., human resources, Future Professional Advisor, Education Leaders, etc.) to provide input as needed. All other allegations of misconduct unrelated to incidents covered by the Policy will be addressed through procedures described in the School catalog, and staff handbooks.

2. NOTICE/COMPLAINT

Upon receipt of a Formal Complaint or notice of an alleged policy violation by the Title IX Coordinator, the Title IX Coordinator initiates a prompt initial assessment to determine the next steps the School needs to take. The Title IX Coordinator will contact the Complainant to offer supportive measures and determine whether the Complainant wishes to file a Formal Complaint.

The Title IX Coordinator will then initiate at least one of three responses:

- Offering supportive measures because the Complainant does not want to file a Formal Complaint
- An Informal Resolution (upon submission of a Formal Complaint)
- A Formal Grievance Process including an investigation and a hearing (upon submission of a Formal Complaint)

The School uses a Formal Grievance Process as described below to determine whether the Policy has been violated. If so, the School will promptly implement effective remedies designed to ensure that it is not deliberately indifferent to harassment or discrimination, their potential recurrence, and/or their effects.

3. INITIAL ASSESSMENT

Following receipt of notice or a Formal Complaint of an alleged violation of this Policy, the Title IX Coordinator[21] engages in an initial assessment, typically within five (5) business days. The steps in an initial assessment can include:

- The Title IX Coordinator seeks to determine whether the person impacted wishes to make a Formal Complaint, and will assist the person to do so, if desired.
    - If the person does not wish to do so, the Title IX Coordinator determines whether to initiate a complaint themself because a violence risk assessment indicates a compelling threat to health and/or safety.
- If a Formal Complaint is received, the Title IX Coordinator assesses its sufficiency and works with the Complainant to make sure it is correctly completed.
- The Title IX Coordinator reaches out to the Complainant to offer supportive measures.

- The Title IX Coordinator works with the Complainant to ensure they are aware of the right to have an Advisor.
- The Title IX Coordinator works with the Complainant to determine whether the Complainant prefers a supportive and remedial response, an Informal Resolution option, or a formal investigation and Grievance Process.
    - If a supportive and remedial response is preferred, the Title IX Coordinator works with the Complainant to identify their needs and determine appropriate supports, and implements accordingly. No Formal Grievance Process is initiated, though the Complainant can elect to initiate one later, if desired.
    - If an Informal Resolution option is preferred, the Title IX Coordinator assesses whether the complaint is suitable for Informal Resolution[22], which informal mechanism may serve the situation best or is available, and may seek to determine whether the Respondent is also willing to engage in Informal Resolution.
    - If a Formal Grievance Process is preferred by the Complainant, the Title IX Coordinator determines whether the alleged misconduct falls within the scope of the 2020 Title IX regulations:
        - If it does, the Title IX Coordinator will initiate the formal investigation and Grievance Process, directing the investigation to address, based on the nature of the complaint:
            - an incident, and/or
            - a pattern of alleged misconduct, and/or
            - a culture/climate issue
        - If alleged misconduct does not fall within the scope of the Title IX regulations, the Title IX Coordinator determines that the regulations do not apply (and will "dismiss" that aspect of the complaint, if any), assesses which policies may apply, determines which Grievance Process is applicable, and refers the matter accordingly, including referring the matter for resolution under the Administrative Grievance Procedure, if applicable. Please note that dismissing a complaint under the 2020 Title IX regulations is solely a procedural requirement under Title IX, which does not limit the School's authority to address a complaint with an appropriate process and remedies.

A. VIOLENCE RISK ASSESSMENT

In some cases, the Title IX Coordinator may determine that a Violence Risk Assessment (VRA) should be conducted in conjunction with relevant School employees as part of the initial assessment. A VRA can aid in ten critical and/or required determinations, including:

- Emergency removal of a Respondent on the basis of immediate threat to an individual or the community's physical health/safety
- Whether the Title IX Coordinator should pursue/sign a Formal Complaint absent a willing/able Complainant
- Whether the scope of the investigation should include an incident, and/or pattern of misconduct, and/or climate of hostility/harassment
- To help identify potential predatory conduct
- To help assess/identify grooming behaviors
- Whether it is reasonable to try to resolve a complaint through Informal Resolution, and if so, what approach may be most successful
- Whether to permit a voluntary withdrawal by the Respondent
- Whether to communicate with a transfer school about a Respondent
- Assessment of appropriate sanctions/remedies (to be applied post-hearing)
- Whether a Clery Act Timely Warning/trespass order/persona non grata is needed
  Threat assessment is the process of evaluating the actionability of violence by an individual against another person or group following the issuance of a direct or conditional threat. A VRA is a broader term used to assess any potential violence or danger, regardless of the presence of a vague, conditional, or direct threat.
  A VRA is not an evaluation for an involuntary behavioral health hospitalization (e.g., Section XII in Massachusetts, Baker Act in Florida), nor is it a psychological or mental health assessment. A VRA assesses the risk of actionable violence, often with a focus on targeted/predatory escalations, and is supported by research from the fields of law enforcement, criminology, human resources, and psychology.

B. DISMISSAL (MANDATORY AND DISCRETIONARY)[23]

The School must dismiss a Formal Complaint or any allegations therein if at any time during the investigation or hearing it is determined that:

- The conduct alleged in the Formal Complaint would not constitute sexual harassment as defined above, even if proved
- The conduct did not occur in an educational program or activity controlled by the School, and/or the School does not have control of the Respondent
- The conduct did not occur against a person in the United States
- At the time of filing a Formal Complaint, a Complainant is not participating in or attempting to participate in the School's education program or activity[24]
  The School may dismiss a Formal Complaint or any allegations therein if at any time during the investigation or hearing:
  - A Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the Formal Complaint or any allegations therein
  - The Respondent is no longer enrolled in or employed by the School
  - Specific circumstances prevent the School from gathering evidence sufficient to reach a determination as to the Formal Complaint or allegations therein
    A Complainant who decides to withdraw a complaint may later request to reinstate it or refile it.
    Upon any dismissal, the School will promptly send written notice of the dismissal and the rationale for doing so simultaneously to the parties.
    This dismissal decision is appealable by any party under the procedures for appeal (See Section 37).

4. COUNTERCLAIMS

The School is obligated to ensure that the Grievance Process is not abused for retaliatory purposes, thus counterclaims made with retaliatory intent will not be permitted. The School permits the filing of counterclaims but uses an initial assessment, described above, to assess whether the allegations in the counterclaim are made in good faith.

Counterclaims determined to have been reported in good faith will be processed using the Grievance Process below. Investigation of such claims may take place after resolution of the underlying initial complaint, in which case a delay may occur.

Counterclaims may also be resolved through the same investigation as the underlying complaint at the discretion of the Title IX Coordinator. When counterclaims are not made in good faith, they will be considered retaliatory and may constitute a violation of this Policy.

5. RIGHT TO AN ADVISOR

The parties may each have an Advisor of their choice present with them for all meetings, interviews, and hearings within the Grievance Process, if they so choose. The parties may select whoever they wish to serve as their Advisor as long as the Advisor is eligible and available.[25]

Choosing an Advisor who is also a witness in the process creates potential for bias and conflict of interest. A party who chooses an Advisor who is also a witness can anticipate that issues of potential bias will be explored by the hearing Decision-Maker.

A. WHO CAN SERVE AS AN ADVISOR

The Advisor may be a friend, mentor, family member, attorney, or any other individual a party chooses to advise, support, and/or consult with them throughout the Grievance Process. The parties may choose Advisors from inside or outside of the School community.

The Title IX Coordinator will also offer to assign a trained Advisor to any party if the party so chooses. If the parties choose a School-assigned Advisor, the Advisor will have been trained by the School and be familiar with the School's Grievance Procedure.

If the parties choose an Advisor not assigned by the School, the Advisor may not have been trained by the School and may not be familiar with School policies and procedures.

Parties also have the right to choose not to have an Advisor in the initial stages of the Grievance Process, prior to a hearing.

B. ADVISOR'S ROLE IN MEETINGS AND INTERVIEWS

The parties may be accompanied by their Advisor in all meetings and interviews at which the party is entitled to be present, including intake and interviews. Advisors should help the parties prepare for each meeting and are expected to advise ethically, with integrity, and in good faith.

The School cannot guarantee equal Advisory rights, meaning that if one party selects an Advisor who is an attorney, but the other party does not or cannot afford an attorney, the School is not obligated to provide an attorney.

Where applicable under state law or School policy, Advisors or attorneys are permitted to fully represent their advisees or clients in resolution proceedings, including all meetings, interviews, and hearings. Although the School prefers to hear from parties directly, in these cases, parties are entitled to have evidence provided by their chosen representatives.

C. ADVISORS IN HEARINGS/SCHOOL-APPOINTED ADVISOR

Under the Title IX regulations, a form of indirect questioning is required during the hearing but must be conducted by the parties' Advisors. The parties are not permitted to directly question each other or any witnesses. If a party does not have an Advisor for a hearing, the School will appoint a trained Advisor for the limited purpose of conducting any questioning of the parties and witnesses.

D. PRE-INTERVIEW MEETINGS

Advisors and their advisees may request to meet with the Investigator conducting interviews/meetings in advance of these interviews or meetings. This pre-meeting allows Advisors to clarify and understand their role and the School's policies and procedures.

E. ADVISOR VIOLATIONS OF SCHOOL POLICY

All Advisors are subject to the same School policies and procedures, whether they are attorneys or not, and whether they are selected by a party or assigned by the School. Advisors are expected to advise their advisees[26] without disrupting proceedings. Advisors should not address School officials or Investigators in a meeting or interview unless invited to do so (e.g., asking procedural questions). The Advisor may not make a presentation or represent their advisee during any meeting or proceeding and may not speak on behalf of the advisee to the Investigator or other Decision-Maker except during a hearing proceeding during questioning.

The parties are expected to ask and respond to questions on their own behalf throughout the investigation phase of the Grievance Process. Although the Advisor generally may not speak on behalf of their advisee, the Advisor may consult with their advisee, either privately as needed, or by conferring or passing notes during any Grievance Process meeting or interview. For longer or more involved discussions, the parties and their Advisors should ask for breaks to allow for private consultation.

Any Advisor who oversteps their role as defined by this Policy, or who refuses to comply with the School's established rules of decorum for the hearing, will be warned. If the Advisor continues to disrupt or otherwise fails to respect the limits of the Advisor role, the meeting/interview/hearing may be ended, or other appropriate measures implemented, including the School requiring the party to use a different Advisor or providing a different School-appointed Advisor. Subsequently, the Title IX Coordinator will determine how to address the Advisor's noncompliance and future role.

F. SHARING INFORMATION WITH THE ADVISOR

The School expects that the parties may wish to have the School share documentation and evidence related to the allegations with their Advisors. The School provides a consent form that authorizes the School to share such information directly with a party's Advisor. The parties must either complete and submit this form to the Title IX Coordinator or provide similar documentation demonstrating consent to a release of information to the Advisor before the School is able to share records with an Advisor.

Advisors appointed by the institution will not be asked to disclose details of their interactions with their advisees to School officials or Decision-Makers.

G. PRIVACY OF RECORDS SHARED WITH ADVISOR

Advisors are expected to maintain the privacy of the records shared with them. These records may not be shared with third parties, disclosed publicly, or used for purposes not explicitly authorized by the School. The School may restrict the role of any Advisor who does not respect the sensitive nature of the process or who fails to abide by the School's privacy expectations.

H. EXPECTATIONS OF AN ADVISOR

The School generally expects an Advisor to adjust their schedule to allow them to attend School meetings/interviews/hearings when planned, but the School may change scheduled meetings/interviews/hearings to accommodate an Advisor's inability to attend, if doing so does not cause an unreasonable delay.

The School may also make reasonable provisions to allow an Advisor who cannot be present in person to attend a meeting/interview/hearing by telephone, video conferencing, or other similar technologies as may be convenient and available.

I. EXPECTATIONS OF THE PARTIES WITH RESPECT TO ADVISORS

A party may elect to change Advisors during the process and is not obligated to use the same Advisor throughout. The parties are expected to inform the Investigator of the identity of their Advisor at least four (4) business days before the date of their first meeting with Investigators (or as soon as possible if a more expeditious meeting is necessary or desired).

The parties are expected to provide timely notice to the Title IX Coordinator if they change Advisors at any time. It is assumed that if a party changes Advisors, consent to share information with the previous Advisor is terminated, and a release for the new Advisor should be secured. Parties are expected to inform the Title IX Coordinator of the identity of their hearing Advisor at least four (4) business days before the hearing.

J. ASSISTANCE IN SECURING AN ADVISOR[27]

For representation, Respondents may wish to contact organizations such as:

- Families Advocating for Campus Equality (http://www.facecampusequality.org)
- Stop Abusive and Violent Environments (http://www.saveservices.org)
  Complainants may wish to contact organizations such as:
- The Victim Rights Law Center (http://www.victimrights.org)
- The National Center for Victims of Crime (http://www.victimsofcrime.org), which maintains the Crime Victim's Bar Association
- The Time's Up Legal Defense Fund (https://nwlc.org/times-up-legal-defense-fund/)

6. GRIEVANCE PROCESSES

Resolution proceedings are private. All persons present at any time during the Grievance Process are expected to maintain the privacy of the proceedings in accordance with School policy.

Although there is an expectation of privacy around what Investigators share with parties during interviews, the parties have discretion to share their own knowledge and evidence with others if they so choose, except for information the parties agree not to disclose as part of an Informal Resolution. The School encourages parties to discuss any sharing of information with their Advisors before doing so.

The Formal Grievance Process is the School's primary resolution approach unless Informal Resolution is elected by all parties and the School.

A. INFORMAL RESOLUTION

Three options for Informal Resolution are detailed in this section.

- **Supportive Resolution**. When the Title IX Coordinator can resolve the matter informally by providing supportive measures (only) to remedy the situation
- **Alternative Resolution**. When the parties agree to resolve the matter through an Alternative Resolution mechanism, including mediation, restorative practices, facilitated dialogue, etc., as described below, often before a formal investigation takes place (See Section B)
- **Accepted Responsibility**. When the Respondent accepts responsibility for violating policy and desires to accept the recommended sanction(s) and end the Grievance Process (See Section C)
  To initiate Informal Resolution, a Complainant must submit a Formal Complaint, as defined above. A Respondent who wishes to initiate Informal Resolution should contact the Title IX Coordinator. The parties may agree, as a condition of engaging in Informal Resolution, that statements made, or evidence shared, during the Informal Resolution process will not be considered in the Formal Grievance Process unless all parties consent. It is not necessary to pursue Informal Resolution first in order to pursue a Formal Grievance Process, and any party participating in Informal Resolution can stop the process at any time and begin or resume the Formal Grievance Process. The parties may not enter into an agreement that requires the School to impose specific sanctions, though the parties can agree to certain restrictions or other courses of action. For example, the parties cannot require a Future Professional be terminated, but the parties can agree that the Respondent will temporarily or permanently withdraw. The only Informal Resolution process that can result in sanctions levied by the institution is "Accepted Responsibility." The Title IX Coordinator has discretion to determine whether an investigation will be paused or limited during Informal Resolution, or if it will continue during the Informal Resolution process.
  Prior to implementing Informal Resolution, the School will provide the parties with written notice of the reported misconduct and any sanctions (only in the case of Accepted Responsibility) or measures that may result from participating in such a process, including information regarding any records that will be maintained or shared by the School.
  The School will obtain voluntary, written confirmation that all parties wish to resolve the matter through Informal Resolution before proceeding and will not pressure the parties to participate in Informal Resolution.

B. ALTERNATIVE RESOLUTION APPROACHES

Alternative Resolution is an informal approach, including mediation, restorative practices, facilitated dialogue, etc., by which the parties reach a mutually agreed-upon resolution of a complaint. All parties must consent to the use of an Alternative Resolution approach.

The Title IX Coordinator may consider the following factors to assess whether Alternative Resolution is appropriate, or which form of Alternative Resolution may be most successful for the parties:

- The parties' amenability to Alternative Resolution
- Likelihood of potential resolution, considering any power dynamics between the parties
- The nature and severity of the alleged misconduct
- The parties' motivation to participate
- Civility of the parties
- Results of a violence risk assessment/ongoing risk analysis
- Disciplinary history of the Respondent

- Whether an emergency removal is needed
- Skill of the Alternative Resolution facilitator with this type of complaint
- Complaint complexity
- Emotional investment/capability of the parties
- Rationality of the parties
- Goals of the parties
- Adequate resources to invest in Alternative Resolution (time, staff, etc.)
  The ultimate determination of whether Alternative Resolution is available or successful is made by the Title IX Coordinator. The Title IX Coordinator is authorized to facilitate a resolution that is acceptable to all parties, and/or to accept a resolution that is proposed by the parties, usually through their Advisors, including terms of confidentiality, release, and non-disparagement.
  The Title IX Coordinator maintains records of any resolution that is reached, and failure to abide by the resolution agreement may result in appropriate responsive/disciplinary actions (e.g., referral for formal resolution, referral to the conduct process for failure to comply). Results of complaints resolved by Alternative Resolution are not appealable.

C. RESPONDENT ACCEPTS RESPONSIBILITY FOR ALLEGED VIOLATIONS

The Respondent may accept responsibility for all or part of the alleged policy violations at any point during the Grievance Process. If the Respondent indicates an intent to accept responsibility for all of the alleged misconduct, the formal process will be paused, and the Title IX Coordinator will determine whether Informal Resolution can be used according to the criteria above.

If Informal Resolution is applicable, the Title IX Coordinator will determine whether all parties and the School are able to agree on responsibility, restrictions, and/or remedies. If so, the Title IX Coordinator implements the accepted finding that the Respondent is in violation of School policy and implements agreed-upon restrictions and remedies and determines the appropriate sanction(s) in coordination with other appropriate administrator(s), as necessary.

This result is not subject to appeal once all parties indicate their written assent to all agreed-upon resolution terms. When the parties cannot agree on all terms of resolution, the Formal Grievance Process will resume at the same point where it was paused[28].

When a resolution is accomplished, the appropriate sanction(s) or responsive actions are promptly implemented to effectively stop the harassment or discrimination, prevent its recurrence, and remedy the effects of the discriminatory conduct, both on the Complainant and the community.

7. FORMAL GRIEVANCE PROCESS POOL

The Formal Grievance Process relies on a pool of individuals[29] (“the Pool”) to carry out the process.

A. POOL MEMBER ROLES

Members of the Pool are trained annually and can serve in the following roles at the discretion of the Title IX Coordinator:

- To provide appropriate intake of and initial guidance pertaining to complaints
- To act as an Advisor to the parties
- To serve in a facilitation role in Informal Resolution or Alternative Resolution if appropriately trained in appropriate resolution approaches (e.g., mediation, restorative practices, facilitated dialogue)
- To perform or assist with initial assessment
- To investigate complaints
- To serve as a hearing facilitator (process administrator, no decision-making role)
- To serve as a Decision-Maker regarding the complaint
- To serve as an Appeal Decision-Maker
  The Title IX Coordinator appoints the Pool, which acts with independence and impartiality.

B. POOL MEMBER TRAINING

Pool members receive annual training based on their respective roles. This training includes, but is not limited to:

- The scope of the School's Equal Opportunity, Harassment, and Nondiscrimination Policy and Procedures
- How to conduct investigations and hearings that protect the safety of Complainants and Respondents, and promote accountability
- Implicit bias
- Disparate treatment
- Reporting, confidentiality, and privacy requirements
- Applicable laws, regulations, and federal regulatory guidance
- How to implement appropriate and situation-specific remedies
- How to investigate in a thorough, reliable, timely, and impartial manner
- How to conduct a sexual harassment investigation
- Trauma-informed practices pertaining to investigations and Grievance Processes
- How to uphold fairness, equity, and due process
- How to weigh evidence
- How to conduct questioning
- How to assess credibility
- Impartiality and objectivity
- How to render findings and generate clear, concise, evidence-based rationales
- The definitions of all offenses
- How to apply definitions used by the School with respect to consent (or the absence or negation of consent) consistently, impartially, and in accordance with policy
- How to conduct an investigation and Grievance Process including hearings, appeals, and Informal Resolution Processes
- How to serve impartially by avoiding prejudgment of the facts at issue, conflicts of interest, and bias against Respondents and/or for Complainants, and on the basis of sex, race, religion, and other protected characteristics
- Any technology to be used at a live hearing
- Issues of relevance of questions and evidence
- Issues of relevance to create an investigation report that fairly summarizes relevant evidence
- How to determine appropriate sanctions in reference to all forms of harassment, discrimination, and/or retaliation allegations
- Recordkeeping

The materials used to train all members of the Pool are publicly posted.

8. FORMAL GRIEVANCE PROCESS: NOTICE OF INVESTIGATION AND ALLEGATIONS

The Title IX Coordinator will provide written Notice of the Investigation and Allegations (the "NOIA") to the Respondent upon commencement of the Formal Grievance Process. This facilitates the Respondent's ability to prepare for the interview and to identify and choose an Advisor to accompany them. The NOIA is also copied to the Complainant, who will be given advance notice of when the NOIA will be delivered to the Respondent.

The NOIA will include:

- A meaningful summary of all allegations
- The identity of the involved parties (if known)
- The precise misconduct being alleged
- The date and location of the alleged incident(s) (if known)
- The specific policies implicated
- A description of the applicable procedures
- A statement of the potential sanctions/responsive actions that could result

- A statement that the School presumes the Respondent is not responsible for the reported misconduct unless and until the evidence supports a different determination
- A statement that determinations of responsibility are made at the conclusion of the process and that the parties will be given an opportunity during the review and comment period to inspect and review all directly related and/or relevant evidence obtained
- A statement about the School's policy on retaliation
- Information about the confidentiality of the process
- Information on the need for each party to have an Advisor of their choosing and suggestions for ways to identify an Advisor
- A statement informing the parties that the School's policy prohibits knowingly making false statements, including knowingly submitting false information during the Grievance Process
- Detail on how the party may request disability accommodations during the Grievance Process
- A link to the School's VAWA Brochure
- The name(s) of the Investigator, along with a process to identify to the Title IX Coordinator, in advance of the interview process, any conflict of interest that the Investigator may have
- An instruction to preserve any evidence that is directly related to the allegations

Amendments and updates to the NOIA may be made as the investigation progresses and more information becomes available regarding the addition or dismissal of various allegations.

Notice will be made in writing and may be delivered by one or more of the following methods: in person or emailed to the parties' School-issued email or designated accounts. Once mailed, emailed, and/or received in person, notice will be presumptively delivered.

9. RESOLUTION TIMELINE

The School will make a good faith effort to complete the Grievance Process within a sixty to ninety (60–90) business-day time period, including appeal if any, which can be extended as necessary for appropriate cause by the Title IX Coordinator, who will provide notice and rationale for any extensions or delays to the parties as appropriate, as well as an estimate of how much additional time will be needed to complete the process.

10. APPOINTMENT OF INVESTIGATORS

Once the decision to commence a formal investigation is made, the Title IX Coordinator appoints individuals to conduct the investigation, usually within five (5) business days of determining that an investigation should proceed.

11. ENSURING IMPARTIALITY

Any individual materially involved in the administration of the Grievance Process including the Title IX Coordinator, Investigator, and Decision-Maker may neither have nor demonstrate a conflict of interest or bias for a party generally, or for a specific Complainant or Respondent.

The Title IX Coordinator will vet the assigned Investigator for impartiality by ensuring there are no actual or apparent conflicts of interest or disqualifying biases. At any time during the Grievance Process, the parties may raise a concern regarding bias or conflict of interest, and the Title IX Coordinator will determine whether the concern is reasonable and supportable. If so, another Pool member will be assigned and the impact of the bias or conflict, if any, will be remedied. If the source of the conflict of interest or bias is the Title IX Coordinator, concerns should be raised with the Director.

The Formal Grievance Process involves an objective evaluation of all relevant evidence obtained, including evidence that supports that the Respondent engaged in a policy violation and evidence that supports that the Respondent did not engage in a policy violation. Credibility determinations may not be based solely on an individual's status or participation as a Complainant, Respondent, or witness.

The School operates with the presumption that the Respondent is not responsible for the reported misconduct unless and until the Respondent is determined to be responsible for a policy violation by the applicable standard of proof.

12. INVESTIGATION TIMELINE

Investigations are completed expeditiously, normally within sixty (60) business days, though some investigations may take many weeks or even months, depending on the nature, extent, and complexity of the allegations, availability of witnesses, law enforcement involvement, etc.

The School will make a good faith effort to complete investigations as promptly as circumstances permit and will communicate regularly with the parties to update them on the progress and timing of the investigation.

13. INVESTIGATION PROCESS DELAYS AND INTERACTIONS WITH LAW ENFORCEMENT

The School may undertake a short delay in its investigation (several days to a few weeks) if circumstances require. Such circumstances include but are not limited to a request from law enforcement to temporarily delay the investigation, the need for language assistance, the absence of parties and/or witnesses, and/or health conditions.

The School will communicate the anticipated duration of the delay and reason to the parties in writing and provide the parties with status updates if necessary. The School will promptly resume its investigation and Grievance Process as soon as feasible. During such a delay, the School will implement supportive measures as deemed appropriate.

The School's action(s) or processes are not typically altered or precluded on the grounds that civil or criminal charges involving the underlying incident(s) have been filed or that criminal charges have been dismissed or reduced.

14. INVESTIGATION PROCESS STEPS

All investigations are thorough, reliable, impartial, prompt, and fair. Investigations involve interviews with all available relevant parties and witnesses; obtaining available, relevant evidence; and identifying sources of expert information, as necessary.

All parties have a full and fair opportunity, through the investigation process, to suggest witnesses and questions, to provide evidence and expert witnesses, and to fully review and respond to all evidence on the record. Recordings of interviews are not provided to the parties, but the parties will have the ability to review the transcript of the interview once the investigation report is compiled.

At the discretion of the Title IX Coordinator, investigations can be combined when complaints implicate a pattern, collusion, and/or other shared or similar actions.

The Investigator typically takes the following steps, if not already completed (not necessarily in this order):

- Determine the identity and contact information of the Complainant
- Identify all policies implicated by the alleged misconduct and notify the Complainant and Respondent of all of the specific policies implicated
- Assist the Title IX Coordinator, if needed, with conducting a prompt initial assessment to determine whether the allegations indicate a potential policy violation
- Commence a thorough, reliable, and impartial investigation by identifying issues and developing a strategic investigation plan, including a witness list, evidence list, intended investigation timeframe, and order of interviews for the parties and witnesses
- Meet with the Complainant to finalize their interview/statement, if necessary
- Work with the Title IX Coordinator, as necessary, to prepare the initial Notice of Investigation and Allegations (NOIA); the NOIA may be amended with any additional or dismissed allegations
    - Notice should inform the parties of their right to have the assistance of an Advisor, who could be School-appointed or an Advisor of their choosing present for all meetings attended by the party
- Provide each interviewed party and witness an opportunity to review and verify the Investigator's summary notes (or transcript) of the relevant evidence/testimony from their respective interviews and meetings

- Make good faith efforts to notify each party of any meeting or interview involving another party, in advance when possible
- When participation of a party is expected, provide that party with written notice of the date, time, and location of the meeting, as well as the expected participants and purpose
- Interview all available, relevant witnesses and conduct follow-up interviews as necessary
- Allow each party the opportunity to suggest witnesses and questions they wish the Investigator to ask of another party and/or witnesses, and document in the report which questions were asked, with a rationale for any changes or omissions
- Complete the investigation promptly and without unreasonable deviation from the intended timeline
- Provide regular status updates to the parties throughout the investigation
- Prior to the conclusion of the investigation, provide the parties and their respective Advisors (if so desired by the parties) with a list of witnesses whose information will be used to render a finding
- Write a comprehensive investigation report fully summarizing the investigation—all witness interviews—and addressing all relevant evidence; appendices including relevant physical or documentary evidence will be included
- Gather, assess, and synthesize evidence, but make no conclusions, engage in no policy analysis, and render no recommendations as part of their report
- Prior to the conclusion of the investigation, provide the parties and their respective Advisors (if so desired by the parties) a secured electronic or hard copy of the draft investigation report as well as an opportunity to inspect and review all of the evidence obtained as part of the investigation that is directly related the reported misconduct, including evidence upon which the School does not intend to rely in reaching a determination, for a ten (10) business-day review and comment period so that each party may meaningfully respond to the evidence; the parties may elect to waive the full ten (10) days
- Elect to respond in writing in the investigation report to the parties' submitted responses and/or to share the responses between the parties for additional responses
- Incorporate relevant elements of the parties' written responses into the final investigation report, include any additional relevant evidence, make any necessary revisions, and finalize the report; the Investigator should document all rationales for any changes made after the review and comment period
- Share the report with the Title IX Coordinator and/or legal counsel for their review and feedback
- Incorporate any relevant feedback and share the final report with all parties and their Advisors through secure electronic transmission or hard copy at least ten (10) business days prior to a hearing; the parties and Advisors are also provided with a file of any directly related evidence that was not included in the report

15. WITNESS ROLE AND PARTICIPATION IN THE INVESTIGATION

Witnesses (as distinguished from the parties) who are employees of the School are strongly encouraged to cooperate with and participate in the School's investigation and Grievance Process. Future Professionals who are named as witnesses and witnesses from outside the School's community are encouraged to cooperate with School investigations and share what they know about a complaint.

Although in-person interviews for parties and all potential witnesses are ideal, circumstances may require individuals to be interviewed remotely. Skype, Zoom, Microsoft Teams, FaceTime, Webex, or similar technologies may be used for interviews if the Investigator determine that timeliness, efficiency, or other reasons dictate a need for remote interviewing. The School will take appropriate steps to reasonably ensure the security/privacy of remote interviews.

Witnesses may also provide written statements in lieu of interviews or choose to respond to written questions, if deemed appropriate by the Investigator, though not preferred.

16. INTERVIEW RECORDING

No unauthorized audio or video recording of any kind is permitted during investigation meetings. If the Investigator elects to audio and/or video record interviews, all involved parties should be made aware of and consent to audio and/or video recording.

17. EVIDENTIARY CONSIDERATIONS

Neither the investigation nor the hearing will consider: (1) incidents not relevant or not directly related to the possible violation(s), unless they evidence a pattern; (2) questions and evidence about the Complainant's sexual predisposition; or (3) questions and evidence about the Complainant's prior sexual behavior, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.

Within the boundaries stated above, the investigation and the hearing can consider character evidence generally, if offered, but that evidence is unlikely to be relevant unless it is fact evidence or relates to a pattern of conduct.

18. REFERRAL FOR HEARING

Provided that the complaint is not resolved through Informal Resolution, once the final investigation report is shared with the parties, the Title IX Coordinator will refer the matter for a hearing.

The hearing cannot be held less than ten (10) business days from the conclusion of the investigation—when the final investigation report is transmitted to the parties and the Decision-Maker—unless all parties and the Decision-Maker agree to an expedited timeline.

The Title IX Coordinator will select the Decision-Maker and provide a copy of the investigation report and the file of directly related evidence.

19. HEARING DECISION-MAKER COMPOSITION

The School will designate a single Decision-Maker, at the discretion of the Title IX Coordinator. The single Decision-Maker will also Chair the hearing.

The Decision-Maker will not have had any previous involvement with the complaint. The Title IX Coordinator may elect to have an alternate sit in throughout the hearing process in the event that a substitute is needed for any reason.

Those who have served as Investigators will be witnesses in the hearing and therefore may not serve as a Decision-Maker. Those who are serving as Advisors for any party may not serve as a Decision-Maker in that matter.

The Title IX Coordinator may not serve as a Decision-Maker or Chair in the matter but may serve as an administrative facilitator of the hearing if their previous role(s) in the matter do not create a conflict of interest. Otherwise, a designee may fulfill the facilitator role. The hearing will convene at a time and venue determined by the Title IX Coordinator or designee.

20. ADDITIONAL EVIDENTIARY CONSIDERATIONS IN THE HEARING

Previous disciplinary action of any kind involving the Respondent may not be used unless there is an allegation of a pattern of misconduct. Such information may also be considered in determining an appropriate sanction upon a determination of responsibility, assuming the School uses a progressive discipline system. This information is only considered at the sanction stage of the process and is not shared until then.

The parties may each submit a written impact statement prior to the hearing for the consideration of the Decision-Maker at the sanction stage of the process when a determination of responsibility is reached.

After post-hearing deliberation, the Decision-Maker renders a determination based on the preponderance of the evidence, whether it is more likely than not that the Respondent violated the Policy as alleged.

21. HEARING NOTICE

No less than ten (10) business days prior to the hearing,[30] the Title IX Coordinator or the Chair will send notice of the hearing to the parties. Once mailed, emailed, and/or received in person, notice will be presumptively delivered.

The notice will contain:

- A description of the alleged violation(s), a list of all policies allegedly violated, a description of the applicable hearing procedures, and a statement of the potential sanctions/responsive actions that could result.
- The time, date, and location of the hearing.
- Description of any technology that will be used to facilitate the hearing.
- Information about the option for the live hearing to occur with the parties located in separate rooms using technology that enables the Decision-Maker and parties to see and hear a party or witness answering questions. Such a request must be raised with the Title IX Coordinator as soon as possible, preferably at least five (5) business days prior to the hearing.
- A list of all those who will attend the hearing, along with an invitation to object to any Decision-Maker based on demonstrated bias or conflict of interest. This must be raised with the Title IX Coordinator at least two (2) business days prior to the hearing.
- Information on how the hearing will be recorded and how the parties can access the recording after the hearing.
- A statement that if any party or witness does not appear at the scheduled hearing, the hearing may be held in their absence. For compelling reasons, the Chair may reschedule the hearing.
- Notification that the parties may have the assistance of an Advisor of their choosing at the hearing and will be required to have one present for any questions they may desire to ask. The party must notify the Title IX Coordinator if they wish to conduct cross-examination and do not have an Advisor, and the School will appoint one. Each party must have an Advisor present if they intend to cross-examine others. There are no exceptions.
- A copy of all the materials provided to the Decision-Maker about the complaint unless they have already been provided.[31]
- An invitation to each party to submit to the Chair an impact statement pre-hearing that the Decision-Maker will review during any sanction determination.
- An invitation to contact the Title IX Coordinator to arrange any disability accommodations, language assistance, and/or interpretation services that may be needed at the hearing, at least seven (7) business days prior to the hearing.
- Whether parties can/cannot bring mobile phones/devices into the hearing.

22. ALTERNATIVE HEARING PARTICIPATION OPTIONS

If a party or parties prefer not to attend or cannot attend the hearing in person, the party should request alternative arrangements from the Title IX Coordinator or the Chair as soon as possible, preferably at least five (5) business days prior to the hearing.

The Title IX Coordinator or the Chair can arrange to use technology to allow remote testimony without compromising the fairness of the hearing. Remote options may also be needed for witnesses who cannot appear in person. Any witness who cannot attend in person should let the Title IX Coordinator or the Chair know as soon as possible, preferably at least five (5) business days prior to the hearing so that appropriate arrangements can be made.

23. PRE-HEARING PREPARATION

After any necessary consultation with the parties, the Title IX Coordinator will provide the names of persons who have been asked to participate in the hearing, all pertinent documentary evidence, and the final investigation report to the parties at least ten (10) business days prior to the hearing.

Any witness scheduled to participate in the hearing must have been first interviewed by the Investigator, unless all parties and the Chair assent to the witness's participation in the hearing. The same holds for any relevant evidence that is first offered at the hearing. If the parties and Chair do not assent to the admission of evidence newly offered at the hearing, the Chair may delay the hearing and/or instruct that the investigation needs to be re-opened to consider that evidence.[32]

The parties will be given the name of the Decision-Maker at least five (5) business days in advance of the hearing. All objections to the Decision-Maker must be raised in writing, detailing the rationale for the objection, and must be submitted to the Title IX Coordinator as soon as possible and no later than five (5) business days prior to the hearing. The Decision-Maker will only be removed if the Title IX Coordinator concludes that their actual or perceived bias or conflict of interest precludes an impartial hearing of the complaint.

The Title IX Coordinator will give the Decision-Maker a list of the names of all parties, witnesses, and Advisors at least five (5) business days in advance of the hearing. If the Decision-Maker cannot make an objective determination, they must recuse themselves from the proceedings when notified of the identity of the parties, witnesses, and Advisors in advance of the hearing. If a Decision-Maker is unsure of whether a bias or conflict of interest exists, they must raise the concern to the Title IX Coordinator as soon as possible.

During the ten (10) business-day period prior to the hearing, the parties have the opportunity for continued review and comment on the final investigation report and available evidence. That review and comment can be shared with the Chair at a pre-hearing meeting or at the hearing and will be exchanged between each party by the Chair.

24. PRE-HEARING MEETINGS

The Chair may convene a pre-hearing meeting, or meetings, with the parties and/or their Advisors and invite them to submit the questions or topics they (the parties and/or their Advisors) wish to ask or discuss at the hearing, so that the Chair can rule on their relevance ahead of time to avoid any improper evidentiary introduction in the hearing or to provide recommendations for more appropriate phrasing.

However, this advance review opportunity does not preclude the Advisors from asking a question for the first time at the hearing or from asking for a reconsideration on a pre-hearing ruling by the Chair based on any new information or testimony offered at the hearing. The Chair must document and share with each party their rationale for any exclusion or inclusion at a pre-hearing meeting.

The Chair, **only** with full agreement of the parties, may decide in advance of the hearing that certain witnesses do not need to be present if their testimony can be adequately summarized by the Investigator in the investigation report or during the hearing.

At each pre-hearing meeting with a party and/or their Advisor, the Chair will consider arguments that evidence identified in the final investigation report as relevant is, in fact, not relevant. Similarly, evidence identified as directly related but not relevant by the Investigator may be argued to be relevant. The Chair may rule on these arguments pre-hearing and will exchange those rulings between the parties prior to the hearing to assist in preparation for the hearing. The Chair may consult with legal counsel and/or the Title IX Coordinator or ask either or both to attend pre-hearing meetings.

The pre-hearing meeting(s) will not be recorded. The pre-hearing meetings may be conducted as separate meetings with each party/Advisor, with all parties/Advisors present at the same time, remotely, or as a written-only exchange. The Chair will work with the parties to establish the format.

25. HEARING PROCEDURES

At the hearing, the Decision-Maker has the authority to hear and make determinations on all allegations of discrimination, harassment, and/or retaliation and may also hear and make determinations on any additional alleged policy violations that occurred in concert with the discrimination, harassment, and/or retaliation, even though those collateral allegations may not specifically fall within the Equal Opportunity, Harassment, and Nondiscrimination Policy.

Participants at the hearing include the Chair, the Investigator who conducted the investigation, the parties, Advisors to the parties, any called witnesses, the Title IX Coordinator, the hearing facilitator, and anyone providing authorized accommodations, interpretation, and/or assistive services.

The Chair will answer all questions of procedure.

Anyone appearing at the hearing to provide information will respond to questions on their own behalf.

The Chair will allow witnesses who have relevant information to appear at a portion of the hearing to respond to specific questions from the Decision-Maker and the parties, and the witnesses will then be excused.

26. JOINT HEARINGS

In hearings involving more than one Respondent and/or involving more than one Complainant who has accused the same individual of substantially similar conduct, the default procedure will be to hear the allegations jointly.

However, the Title IX Coordinator may permit the investigation and/or hearings pertinent to each Respondent or complaint to be conducted separately if there is a compelling reason to do so. In joint hearings, separate determinations of responsibility will be made for each Respondent and/or for each complaint with respect to each alleged policy violation.

27. THE ORDER OF THE HEARING—INTRODUCTIONS AND EXPLANATION OF PROCEDURE

The Chair explains the procedures and introduces the participants. This may include a final opportunity for challenge or recusal of the Decision-Maker based on bias or conflict of interest. The Chair will rule on any such challenge unless the Chair is the individual who is the subject of the challenge, in which case the Title IX Coordinator will review the challenge and decide.

The Chair then conducts the hearing according to the hearing script. At the hearing, recording, witness logistics, party logistics, curation of documents, separation of the parties, and other administrative elements of the hearing process are managed by a non-voting hearing facilitator/case manager appointed by the Title IX Coordinator.[33]

The hearing facilitator may attend to logistics of rooms for various parties/witnesses as they wait; flow of parties/witnesses in and out of the hearing space; ensuring recording and/or virtual conferencing technology is working as intended; copying and distributing materials to participants, as appropriate, etc.

28. INVESTIGATOR PRESENTATION OF FINAL INVESTIGATION REPORT

The Investigator will present a summary of the final investigation report, including items that are contested and those that are not, and will be subject to questioning by the Decision-Maker and the parties (through their Advisors).

Neither the parties nor the Decision-Maker should ask the Investigator their opinions on credibility, recommended findings, or determinations, and Advisors and parties will refrain from discussion of or questions for Investigators about these assessments. If such information is introduced, the Chair will direct that it be disregarded.

29. TESTIMONY AND QUESTIONING

Once the Investigator presents the report and responds to questions, the parties and witnesses may provide relevant information in turn, beginning with the Complainant, and then in the order determined by the Chair. The hearing will facilitate questioning of parties and witnesses by the Decision-Maker and then by the parties through their Advisors.

All questions are subject to a relevance determination by the Chair. The Advisor, who will remain seated during questioning, will pose the proposed question orally, electronically, or in writing (orally is the default, but other means of submission may be permitted by the Chair upon request if agreed to by all parties and the Chair), the proceeding will pause to allow the Chair to consider the question (and state it if it has not already been stated aloud), and the Chair will determine whether the question will be permitted, disallowed, or rephrased.

The Chair may invite explanations or persuasive statements regarding relevance with the Advisors if the Chair so chooses. The Chair will then state their decision on the question for the record and advise the party/witness to whom the question was directed, accordingly. The Chair will explain any decision to exclude a question as not relevant, or to reframe it for relevance.

The Chair will limit or disallow questions on the basis that they are irrelevant, unduly repetitious (and thus irrelevant), or abusive. The Chair has final say on all questions and determinations of relevance. The Chair may consult with legal counsel on any questions of admissibility. The Chair may ask Advisors to frame why a question is or is not relevant from their perspective but will not entertain argument from the Advisors on relevance once the Chair has ruled on a question.

If the parties raise an issue of bias or conflict of interest of an Investigator or Decision-Maker at the hearing, the Chair may elect to address those issues, consult with legal counsel, refer them to the Title IX Coordinator, and/or preserve them for appeal. If bias is not an issue at the hearing, the Chair should not permit irrelevant questions that probe for bias.

30. REFUSAL TO SUBMIT TO QUESTIONING; INFERENCES

Any party or witness may choose not to offer evidence and/or answer questions at the hearing, either because they do not attend the hearing, or because they attend but refuse to participate in some or all questioning. The Decision-Maker can only rely on whatever relevant evidence is available through the investigation and hearing in making the ultimate determination of responsibility. The Decision-Maker may not draw any inference solely from a party's or witness's absence from the hearing or refusal to submit to cross-examination or answer other questions.

An Advisor may not be called as a witness at a hearing to testify to what their advisee has told them during their role as an Advisor unless the party being advised consents to that information being shared. It is otherwise considered off-limits, and an Advisor who is a School employee is temporarily alleviated from Mandated Reporter responsibilities related to their interaction with their advisee during the Grievance Process.

31. HEARING RECORDINGS

Hearings (but not deliberations) are recorded by the School for purposes of review in the event of an appeal. The parties may not record the proceedings and no other unauthorized recordings are permitted.

The Decision-Maker, the parties, their Advisors, and appropriate administrators of the School will be permitted to review the recording or review a transcript of the recording, upon request to the Title IX Coordinator. No person will be given or be allowed to make a copy of the recording without permission of the Title IX Coordinator.

32. DELIBERATION, DECISION-MAKING, AND STANDARD OF PROOF

The Decision-Maker will deliberate in closed session to determine whether the Respondent is responsible for the policy violation(s) in question. The preponderance of the evidence standard of proof is used. The hearing facilitator may be invited to attend the deliberation by the Chair, but is in attendance only to facilitate procedurally, not to address the substance of the allegations.

When there is a finding of responsibility on one or more of the allegations, the Decision-Maker may then consider the previously submitted party impact and/or mitigation statement(s) in determining appropriate sanction(s). The Chair will ensure that each of the parties has an opportunity to review any submitted impact and/or mitigation statement(s) once they are submitted.

The Decision-Maker will also review any pertinent conduct history provided by the appropriate School employee and will determine the appropriate sanction(s).

The Chair will then prepare a written statement detailing all findings and final determinations, the rationale(s) explaining the decision(s), the evidence used in support of the determination(s), the evidence not relied upon in the determination(s), any credibility assessments, and any sanction(s) and rationales explaining the sanction(s) and will deliver the statement to the Title IX Coordinator.

This statement is typically three to five (3–5) pages in length and must be submitted to the Title IX Coordinator within two (2) business days of the end of deliberations unless the Title IX Coordinator grants an extension. If an extension is granted, the Title IX Coordinator will notify the parties.

33. NOTICE OF OUTCOME

Using the deliberation statement, the Title IX Coordinator will work with the Chair to prepare a Notice of Outcome letter. The Title IX Coordinator will then share the letter, which includes the final determination, rationale, and any applicable sanction(s), with the parties and their Advisors within five (5) business days of receiving the deliberation statement.

The Notice of Outcome will be shared with the parties simultaneously. Notification will be made in writing and may be delivered by one or more of the following methods: in person or emailed to the parties' School-issued email or otherwise approved account. Once emailed, and/or received in person, notice will be presumptively delivered.

The Notice of Outcome will articulate the specific alleged policy violation(s), including the relevant policy section(s), and will contain a description of the procedural steps taken by the School from the receipt of the misconduct report to the determination, including any and all notifications to the parties, interviews with parties and witnesses, site visits, methods used to obtain evidence, and hearings held.

The Notice of Outcome will specify the finding for each alleged policy violation; the findings of fact that support the determination; conclusions regarding the application of the relevant policy to the facts at issue; a statement of, and rationale for, the result of each allegation to the extent the School is permitted to share such information under state or federal law; any sanction(s) issued which the School is permitted to share according to state or federal law; and whether remedies will be provided to the Complainant to ensure access to the School's educational or employment program or activity.

The Notice of Outcome will also include information on when the results are considered final by the School, will note any changes to the outcome and/or sanction(s) that occur prior to finalization, and the relevant procedures and bases for appeal.

34. RIGHTS OF THE PARTIES (SEE APPENDIXB)

35. SANCTIONS

Factors considered when determining a sanction/responsive action may include, but are not limited to:

- The nature, severity of, and circumstances surrounding the violation(s)
- The Respondent's disciplinary history
- The need for sanctions/responsive actions to bring an end to the discrimination, harassment, and/or retaliation
- The need for sanctions/responsive actions to prevent the future recurrence of discrimination, harassment, and/or retaliation
- The need to remedy the effects of the discrimination, harassment, and/or retaliation on the Complainant and the community
- The impact on the parties
- Any other information deemed relevant by the Decision-Maker

The sanctions will be implemented as soon as is feasible, either upon the outcome of any appeal or the expiration of the window to appeal without an appeal being requested.

The sanctions described in this Policy are not exclusive of, and may be in addition to, other actions taken, or sanctions imposed, by external authorities.

If it is later determined that a party or witness intentionally provided false or misleading information, that action could be grounds for re-opening a Grievance Process at any time, and/or referring that information to another process for resolution.

A. FUTURE PROFESSIONAL SANCTIONS

The following are the common sanctions that may be imposed upon Future Professionals singly or in combination:

- *Coaching*: A formal statement that the conduct was unacceptable and a warning that further violation of any School policy, procedure, or directive will result in more severe sanctions/responsive actions.
- *Suspension*: Termination of Future Professional status for a definite period of time not to exceed two years and/or until specific criteria are met.
- *Termination*: Permanent termination of Future Professional status and revocation of rights to be on campus for any reason or to attend School-sponsored events.
- *Other Actions*: In addition to or in place of the above sanctions, the School may assign any other sanctions as deemed appropriate.

B. EMPLOYEE SANCTIONS/RESPONSIVE/CORRECTIVE ACTIONS

Responsive actions for an employee who has engaged in harassment, discrimination, and/or retaliation include:

- *Verbal or Written Warning*
- *Performance Improvement Plan/Management Process*
- *Enhanced Supervision, Observation, or Review*
- *Required Counseling*
- *Required Training or Education*
- *Probation*
- *Denial of Pay Increase/Pay Grade*
- *Loss of Oversight or Supervisory Responsibility*
- *Demotion*
- *Transfer*
- *Reassignment*
- *Assignment to New Supervisor*
- *Restriction of Stipends and/or Professional Development Resources*
- *Suspension/Administrative Leave with Pay*
- *Suspension/Administrative Leave without Pay*
- *Termination*
- *Other Actions*: In addition to or in place of the above sanctions/responsive actions, the School may assign any other responsive actions as deemed appropriate.

36. WITHDRAWAL OR RESIGNATION BEFORE COMPLAINT RESOLUTION

A. FUTURE PROFESSIONALS

Should a Respondent decide not to participate in the Grievance Process, the process proceeds absent their participation to a reasonable resolution. Should a Future Professional Respondent permanently withdraw from the School, the Grievance Process typically ends with a dismissal, as the School has lost primary disciplinary jurisdiction over the withdrawn Future Professional. However, the School may continue the Grievance Process when, at the discretion of the Title IX Coordinator, doing so may be necessary to address safety and/or remedy any ongoing effects of the alleged harassment, discrimination, and/or retaliation.

Regardless of whether the complaint is dismissed or pursued to completion of the Grievance Process, the School will continue to address and remedy any systemic issues or concerns that may have contributed to the alleged violation(s), and any ongoing effects of the alleged harassment, discrimination, and/or retaliation. The Future Professional who withdraws or leaves while the process is pending may not return to the School in any capacity. The appropriate School employees will be notified accordingly. Such exclusion applies to all School locations.

If the Future Professional Respondent only withdraws or takes a leave for a specified period of time (e.g., one semester or term), the Grievance Process may continue remotely and, if found in violation, that Future Professional is not permitted to return to the School unless and until all sanctions, if any, have been satisfied.

B. EMPLOYEES

Should an employee Respondent resign with unresolved allegations pending, the Grievance Process typically ends with dismissal, as the School has lost primary disciplinary jurisdiction over the resigned employee. However, the School may continue the Grievance Process when, at the discretion of the Title IX Coordinator, doing so may be necessary to address safety and/or remedy any ongoing effects of the alleged harassment, discrimination, and/or retaliation.

Regardless of whether the matter is dismissed or pursued to completion of the Grievance Process, the School will continue to address and remedy any systemic issues or concerns that contributed to the alleged violation(s), and any ongoing effects of the alleged harassment, discrimination, and/or retaliation.

The employee who resigns with unresolved allegations pending is not eligible for academic admission or rehire with the School or any School location, and the records retained by the Title IX Coordinator will reflect that status.

All School responses to future inquiries regarding employment references for that individual will include that the former employee resigned during a pending disciplinary matter.

37. APPEALS

Any party may submit a written request for appeal ("Request for Appeal") to the Title IX Coordinator within five (5) business days of the delivery of the Notice of Outcome.

A single Appeal Decision-Maker will Chair the appeal. No Appeal Decision-Maker will have been previously involved in the Grievance Process for the complaint, including in any dismissal appeal that may have been heard earlier in the process.

The Request for Appeal will be forwarded to the Appeal Chair or designee for consideration to determine whether the request meets the grounds for appeal (a Review for Standing). This review is not a review of the merits of the appeal, but solely a determination as to whether the request meets the grounds and is timely filed.

A. GROUNDS FOR APPEAL

Appeals are limited to the following grounds:

- A procedural irregularity affected the outcome of the matter
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, which could affect the outcome of the matter
- The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against Complainants or Respondents generally or the specific Complainant or Respondent that affected the outcome of the matter

  If any of the grounds in the Request for Appeal do not meet the grounds in this Policy, that request will be denied by the Appeal Chair, and the parties and their Advisors will be notified in writing of the denial and the rationale.

  If any of the grounds in the Request for Appeal meet the grounds in this Policy, then the Appeal Chair will notify all parties and their Advisors, the Title IX Coordinator, and, when appropriate, the Investigator, and/or the original Decision-Maker.

  All other parties and their Advisors, the Title IX Coordinator, and, when appropriate, the Investigator and/ or the original Decision-Maker will be mailed, emailed, and/or provided a hard copy of the Request for Appeal with the approved grounds and then be given five (5) business days to submit a response to the portion of the appeal that was approved and involves them. All responses, if any, will be forwarded by the Appeal Chair to all parties for review and comment.

  The non-appealing party (if any) may also choose to appeal at this time. If so, that will be reviewed to determine whether it meets the grounds in this Policy by the Appeal Chair and either denied or approved. If approved, it will be forwarded to the party who initially requested an appeal, the Title IX Coordinator, and the Investigator and/or original Decision-Maker, as necessary, who will submit their responses, if any, within five (5) business days. Any such responses will be circulated for review and comment by all parties. If not approved, the parties will be notified accordingly, in writing.

  Neither party may submit any new requests for appeal after this time period. The Appeal Chair will collect any additional information needed and all documentation regarding the approved grounds for appeal, and the subsequent responses will be shared with the Appeal Chair and the Chair will render a decision within no more than five (5) business days, barring exigent circumstances. All decisions apply the preponderance of the evidence.

  A Notice of Appeal Outcome will be sent to all parties simultaneously. The Notice of Appeal Outcome will specify the finding on each ground for appeal, any specific instructions for remand or reconsideration, any sanction(s) that may result which the School is permitted to share according to state or federal law, and the

rationale supporting the essential findings to the extent the School is permitted to share under state or federal law.

Notification will be made in writing and may be delivered by one or more of the following methods: in person, mailed to the local or permanent address of the parties as indicated in official institutional records, or emailed to the parties' School-issued email or otherwise approved account. Once mailed, emailed and/or received in person, notice will be presumptively delivered.

B. SANCTIONS STATUS DURING THE APPEAL

Any sanctions imposed as a result of the hearing are stayed (i.e., not implemented) during the appeal process. Supportive measures may be reinstated, subject to the same supportive measure procedures above.

If any of the sanctions are to be implemented immediately post-hearing, but pre-appeal, then the emergency removal procedures (detailed above) for a show cause meeting on the justification for doing so must be permitted within 48 hours of implementation.

If the original sanctions include separation in any form, the School may place a hold on graduations, continued enrollment, etc., pending the outcome of an appeal. The Respondent may request a stay of these holds from the Title IX Coordinator within two (2) business days of the notice of the sanctions. The request will be evaluated by the Title IX Coordinator or designee, whose determination is final.

C. APPEAL CONSIDERATIONS

- Appeals are not intended to provide for a full re-hearing (de novo) of the allegation(s). In most cases, appeals are confined to a review of the written documentation or record of the original hearing and pertinent documentation regarding the specific grounds for appeal.
- Decisions on appeal are to be deferential to the original determination, making changes to the finding only when there is clear error and to the sanction(s)/responsive action(s) only if there is a compelling justification to do so.
- An appeal is not an opportunity for the Appeal Decision-Maker to substitute their judgment for that of the original Decision-Maker merely because they disagree with the finding and/or sanction(s).
- The Appeal Chair/Decision-Maker may consult with the Title IX Coordinator and/or legal counsel on questions of procedure or rationale, for clarification, if needed. Documentation of all such consultation will be maintained.
- Appeals granted should normally be remanded (or partially remanded) to the original Investigator and/or Decision-Maker for reconsideration.
- Once an appeal is decided, the outcome is final: further appeals are not permitted, even if a decision or sanction is changed on remand (except in the case of a new hearing).
- In rare cases where an error cannot be cured by the original Decision-Maker (as in cases of bias), the Appeal Chair/Decision-Maker may order a new investigation and/or a new hearing with new Pool members serving in the Investigator and Decision-Maker roles.
- The results of a remand to a Decision-Maker cannot be appealed. The results of a new hearing can be appealed (once) on any of the three available appeal grounds.
- In cases that result in reinstatement to the School or resumption of privileges, all reasonable attempts will be made to restore the Respondent to their prior status, recognizing that some opportunities lost may be irreparable in the short term.

38. LONG-TERM REMEDIES/OTHER ACTIONS

Following the conclusion of the Grievance Process, and in addition to any sanctions implemented, the Title IX Coordinator may implement additional long-term remedies or actions with respect to the parties and/or the institutional community that are intended to stop the harassment, discrimination, and/or retaliation, remedy the effects, and prevent reoccurrence.

These remedies/actions may include, but are not limited to:

- Referral to counseling and health services
- Referral to the Employee Assistance Program

- Referral to the Student Wellness Program
- Education to the individual and/or the community
- Permanent alteration of work arrangements for employees
- Climate surveys
- Policy modification and/or training
- Provision of transportation assistance
- Implementation of long-term contact limitations between the parties
- Implementation of adjustments to academic deadlines, course schedules, etc.

At the discretion of the Title IX Coordinator, certain long-term support or measures may also be provided to the parties even if no policy violation is found.

When no policy violation is found, the Title IX Coordinator will address any remedies the School owes the Respondent to ensure no effective denial of educational access.

The School will maintain the confidentiality of any long-term remedies/actions/measures, provided confidentiality does not impair the School's ability to provide these services.

39. FAILURE TO COMPLY WITH SANCTIONS AND/OR RESPONSIVE ACTIONS

All Respondents are expected to comply with the assigned sanctions, responsive actions, and/or corrective actions within the timeframe specified by the final Decision-Maker (including the Appeal Chair/Decision-Maker).

Failure to abide by the sanction(s)/action(s) imposed by the date specified, whether by refusal, neglect, or any other reason, may result in additional sanction(s)/action(s), including suspension and/or termination from the School. Supervisors are expected to enforce completion of sanctions/responsive actions for their employees.

A suspension will only be lifted when compliance is achieved to the satisfaction of the Title IX Coordinator.

40. RECORDKEEPING

The School will maintain for a period of at least seven years following the conclusion of the Grievance Process, records of:

1. Each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript required under federal regulation
2. Any disciplinary sanctions imposed on the Respondent
3. Any remedies provided to the Complainant designed to restore or preserve equal access to the School's education program or activity
4. Any appeal and the result therefrom
5. Any Informal Resolution and the result therefrom
6. All materials used to train Title IX Coordinators, Investigators, Decision-Makers, and any person who facilitates an Informal Grievance Process. The School will make these training materials publicly available on the School's website.
7. Any actions, including any supportive measures, taken in response to a report or Formal Complaint of sexual harassment, including:
    - The basis for all conclusions that the response was not deliberately indifferent
    - Any measures designed to restore or preserve equal access to the School's education program or activity
    - If no supportive measures were provided to the Complainant, document the reasons why such a response was not clearly unreasonable in light of the known circumstances

The School will also maintain any and all records in accordance with state and federal laws.

41. DISABILITY ACCOMMODATIONS IN THE GRIEVANCE PROCESS

The School is committed to providing reasonable accommodations and support to qualified Future Professionals, employees, or others with disabilities to ensure equal access to the School's Grievance Process.

Anyone needing such accommodations or support should contact the ADA/504 Coordinator, who will review the request and, in consultation with the person requesting the accommodation and the Title IX Coordinator, determine which accommodations are appropriate and necessary for full participation in the process.

42. REVISION OF THIS POLICY AND PROCEDURES

This Policy and procedures supersede any previous policies addressing harassment, sexual misconduct, discrimination, and/or retaliation for incidents occurring on or after August 14, 2020, under Title IX and will be reviewed and updated annually by the Title IX Coordinator. The School reserves the right to make changes to this document as necessary, and once those changes are posted online, they are in effect.

During the Grievance Process, the Title IX Coordinator may make minor modifications to procedures that do not materially jeopardize the fairness owed to any party, such as to accommodate summer schedules. The Title IX Coordinator may also vary procedures materially with notice (on the institutional website, with the appropriate effective date identified) upon determining that changes to law or regulation require Policy or procedural alterations not reflected in this Policy and procedures.

If government laws or regulations change—or court decisions alter—the requirements in a way that impacts this document, this document will be construed to comply with the most recent government laws or regulations or court holdings.

This document does not create legally enforceable protections beyond the protections of the background state and federal laws which frame such policies and codes, generally.

This Policy and procedures are effective January 1, 2025.

APPENDIX A: AN ATIXA FRAMEWORK FOR INFORMAL RESOLUTION (IR)

ATIXA has framed a process for IR that includes three options:

1. A response based on supportive measures
2. A response based on a Respondent accepting responsibility
3. A response based on Alternative Resolution, which could include various approaches and/or facilitation of dialogue

Alternative Resolution approaches such as mediation, restorative practices, and transformative justice are likely to be used more and more often by postsecondary institutions. ATIXA does not endorse these approaches as better or worse than other formal or informal approaches.

ATIXA believes that if they are to be used in and are effective for sex offenses, they need to be carefully and thoughtfully designed and executed and be facilitated by well-trained personnel who take the necessary time to prepare and lay a foundation for success. Although no approach is a panacea, the framework below can help to lay that foundation, regardless of the approach(es) used.

Here are the principles to be considered in supporting various approaches to Informal Resolution:

- IR can be applied in any sex/gender-based interpersonal conflict but may not be appropriate or advisable in cases involving violent incidents (sexual violence, stalking, domestic and dating violence, severe sexual harassment, sexual exploitation, etc.).
- Situations involving dangerous patterns or significant ongoing threat to the community should not be resolved by IR.
- The determination of whether to permit an IR-based resolution is entirely at the discretion of the Title IX Coordinator (TIXC) and in line with the requirements for IR laid out in the Title IX regulations.
- Any party can end IR early-, mid-, or late-process for any reason or no reason.
- IR can be attempted before and in lieu of formal resolution as a diversionary resolution (although a Formal Complaint must be filed if you are within 34 CFR § 106.30, per OCR).
- Alternative approaches can inform formal resolution, as in a formal resolution model infused with restorative practices.

- IR-based processes could be deployed after formal resolution, as an adjunct healing/catharsis opportunity (that could potentially mitigate sanctions or be a form of sanction).
- Alternative Resolution approaches to IR must be facilitated by the School or a third party. There may be value in creating clearly agreed-upon ground rules, which the parties must sign in advance and agree to abide by, otherwise the Informal Resolution process may be deemed to have failed.
- Technology-facilitated IR can be made available, should the parties not be able or willing to meet in person.
- If IR fails, a formal resolution can take place thereafter. Evidence elicited within the "safe space" of the IR facilitation could be later admissible in the formal resolution unless all parties determine it should not be. This will be clearly spelled out as a term of the decision to engage in the IR process.
- With cases involving violence, the preferred alternative approach typically involves a minimal number of essential parties and is not a restorative circle approach with many constituents, in order to ensure confidentiality.
- Some approaches require a reasonable gesture toward accountability (this could be more than an acknowledgment of harm) and some acceptance, or at least recognition, by the Respondent that catharsis is of value and likely the primary goal of the Complainant. A full admission by the Respondent is not a prerequisite. This willingness needs to be vetted carefully in advance by the TIXC before determining that an incident is amenable/appropriate for resolution by IR.
- IR can result in an accord or agreement between the parties (Complainant, Respondent, the School), which is summarized in writing by and enforced by the School. This can be a primary goal of the process.
- IR can result in the voluntary imposition of safety measures, remedies, and/or agreed-upon resolutions by the parties that are enforceable by the School. These can be part of the agreement.
- As a secondary goal, IR can result in the voluntary acceptance of "sanctions," meaning that a Respondent could agree to withdraw, self-suspend (by taking a leave of absence), or undertake other restrictions/transfers/online course options that would help to ensure the safety/educational access of the Complainant, in lieu of formal sanctions that would create a formal record for the Respondent. These are enforceable by the School as part of the agreement, as may be terms of mutual release, non-disparagement, and/or non-disclosure.
- Although a non-disclosure agreement (NDA) could result from IR, it would have to be mutually agreed-upon by the parties in an environment of non-coercion verified by the TIXC.
- Institutions must develop clear rules for managing/facilitating the conference/meeting/dialogue of Alternative Resolution approaches to ensure they are civil, age-appropriate, culturally competent, reflective of power imbalances, and maximize the potential for the Grievance Process to result in catharsis, restoration, remedy, etc., for the Complainant(s).

APPENDIX B: STATEMENT OF RIGHTS OF THE PARTIES

- The right to an equitable investigation and resolution of all credible allegations of prohibited harassment, discrimination, and/or retaliation made in good faith to School officials.
- The right to timely written notice of all alleged violations, including the identity of the parties involved (if known), the precise misconduct being alleged, the date and location of the alleged misconduct (if known), the implicated policies and procedures, and possible sanctions.
- The right to timely written notice of any material adjustments to the allegations (e.g., additional incidents or allegations, additional Complainants, unsubstantiated allegations) and any attendant adjustments needed to clarify potentially implicated policy violations.
- The right to be informed in advance of any public release of information by the School regarding the allegation(s) or underlying incident(s), whenever possible.
- The right to not have any personally identifiable information released by the School to the public without consent provided, except to the extent permitted by law.
- The right to be treated with respect by School officials.
- The right to have School policy and these procedures followed without material deviation.
- The right to not be pressured to mediate or otherwise informally resolve any reported misconduct involving violence, including sexual violence.

- The right to not be discouraged by School officials from reporting sexual harassment, discrimination, and/or retaliation to both on-campus and off-campus authorities.
- The right to be informed by School officials of options to notify proper law enforcement authorities, including on-campus and local police, and the option(s) to be assisted by the School in notifying such authorities, if the party so chooses. This also includes the right to not be pressured to report.
- The right to have allegations of violations of this Policy responded to promptly and with sensitivity by School officials.
- The right to be informed of available supportive measures, such as counseling; advocacy; health care; legal, Future Professional financial aid, visa, and immigration assistance; and/or other services, both on campus and in the community.
- The right to a School-implemented, no-contact order or a no-trespass order against a non-affiliated third party when a person has engaged in or threatens to engage in stalking, threatening, harassing, or other improper conduct.
- The right to be informed of available assistance in changing academic or working situations after an alleged incident of discrimination, harassment, and/or retaliation, if such changes are reasonably available. No formal report, or investigation, either institutional or criminal, needs to occur before this option is available. Such actions may include, but are not limited to:
    - Referral to the Employee Assistance Program
    - Referral to the Student Wellness Program
    - Referral to community-based service providers
    - Visa and immigration assistance
    - Future Professional financial aid counseling
    - Education to the institutional community or community subgroup(s)
    - Altering work arrangements for employees
    - Safety planning
    - Implementing contact limitations (no-contact orders) between the parties
    - Academic support, extensions of deadlines, or other course/program-related adjustments
    - Trespass orders
    - Timely warnings
    - Withdrawals or leaves of absence
    - Increased security and monitoring of certain areas of the campus
    - Any other actions deemed appropriate by the Title IX Coordinator
- The right to have the School maintain such actions for as long as necessary and for supportive measures to remain confidential, provided confidentiality does not impair the School's ability to provide the supportive measures.
- The right to receive sufficiently advanced, written notice of any School meeting or interview involving another party, when possible.
- The right to identify and have the Investigator, Advisors, and/or Decision-Maker question relevant available witnesses, including expert witnesses.
- The right to provide the Investigator/Decision-Maker with a list of questions that, if deemed relevant by the Investigator/Decision-Maker, may be asked of any party or witness.
- The right to have inadmissible sexual predisposition/prior sexual history or irrelevant character evidence excluded by the Decision-Maker.
- The right to know the relevant and directly related evidence obtained and respond to that evidence.
- The right to a fair opportunity to provide the Investigator with their account of the alleged misconduct and have that account be on the record.
- The right to receive a copy of all relevant and directly related evidence obtained during the investigation, subject to privacy limitations imposed by state and federal law, and a ten (10) business-day period to review and comment on the evidence.

- The right to receive a copy of the final investigation report, including all factual, policy, and/or credibility analyses performed, and to have at least ten (10) business days to review and comment on the report prior to the hearing.
- The right to be informed of the names of all witnesses whose information will be used to make a finding, in advance of that finding, when relevant.
- The right to regular updates on the status of the investigation and/or resolution.
- The right to have reports of alleged Policy violations addressed by Investigators, Title IX Coordinators, and Decision-Maker who have received relevant annual training.
- The right to preservation of confidentiality/privacy to the extent possible and permitted by law.
- The right to meetings, interviews, and/or hearings that are closed to the public.
- The right to petition that any School representative in the process be recused on the basis of disqualifying bias and/or conflict of interest.
- The right to have an Advisor of their choice to accompany and assist the party in all meetings and/or interviews associated with the Grievance Process.
- The right to the use of the appropriate standard of evidence, preponderance of the evidence to make a Finding and Final Determination after an objective evaluation of all relevant evidence.
- The right to be present, including presence via remote technology, during all testimony given and evidence presented during any hearing.
- The right to have an impact and/or mitigation statement considered by the Decision-Maker following a determination of responsibility for any allegation, but prior to sanctioning.
- The right to be promptly informed of the finding(s) and sanction(s) (if any) of the Grievance Process and a detailed rationale of the decision (including an explanation of how credibility was assessed) in a written Notice of Outcome letter delivered simultaneously (without undue delay) to the parties.
- The right to be informed in writing of when a decision by the School is considered final and any changes to the Final Determination or sanction(s) that occur post Notification of Outcome.
- The right to be informed of the opportunity to appeal the finding(s) and sanction(s) of the Grievance Process, and the procedures for doing so in accordance with the standards for appeal established by the School.
- The right to a fundamentally fair resolution as defined in these procedures.

APPENDIX C: ADMINISTRATIVE GRIEVANCE PROCEDURE

- This process is applicable when the Title IX Coordinator determines the Title IX Grievance Procedure is inapplicable, or offenses subject to the Title IX Grievance Procedure have been dismissed.
- If the Title IX Grievance Procedure is applicable, the Title IX Grievance Procedure must be applied in lieu of the Administrative Grievance Procedure.

ADMINISTRATIVE GRIEVANCE PROCEDURE FOR ALLEGED VIOLATIONS OF THE EQUAL OPPORTUNITY, HARASSMENT, AND NONDISCRIMINATION POLICY

The School will act on any formal or informal allegation or notice of violation of the Equal Opportunity, Harassment and Nondiscrimination Policy that is received by the Title IX Coordinator,[34] an Official with Authority, or a Mandated Reporter.

The procedures described below apply to allegations of harassment, discrimination, and/or retaliation on the basis of protected characteristic status involving Future Professionals, employees, customers or service guests, vendors, or anyone else who does business with the School.

These procedures may also be used to address collateral misconduct arising from the investigation of or occurring in conjunction with harassing, discriminatory, or retaliatory conduct (e.g., vandalism, physical abuse of another). All other allegations of misconduct unrelated to incidents covered by this Policy will be addressed through the procedures elaborated in the respective School catalog or staff handbook.

1. INITIAL ASSESSMENT

Following intake, receipt of notice, or a complaint of an alleged violation of the School's Nondiscrimination Policy, the Title IX Coordinator[35] engages in an initial assessment, which is typically five (5) days in duration. The steps in an initial assessment can include:

- The Title IX Coordinator reaches out to the Complainant to offer supportive measures.
- The Title IX Coordinator works with the Complainant to ensure they have an Advisor.
- The Title IX Coordinator works with the Complainant to determine which of three options to pursue: A Supportive Response, an Informal Resolution, or an Administrative Resolution.
    - If a Supportive Response is preferred, the Title IX Coordinator works with the Complainant to identify their wishes and then seeks to facilitate implementation. An Administrative Grievance Process is not initiated, though the Complainant can elect to initiate it later, if desired.
    - If an Informal Resolution option is preferred, the Title IX Coordinator assesses whether the complaint is suitable for Informal Resolution, which informal mechanism may serve the situation best or is available and may seek to determine whether the Respondent is also willing to engage in Informal Resolution.
    - If an Administrative Resolution is preferred, the Title IX Coordinator initiates the investigation process and determines whether the scope of the investigation will address:
        - Incident
        - A potential pattern of misconduct
        - A culture/climate issue
- In many cases, the Title IX Coordinator may determine that a Violence Risk Assessment (VRA) should be conducted by relevant School officials as part of the initial assessment. A VRA can aid in ten critical and/or required determinations, including:
    - Interim suspension of a Respondent who is a threat to health/safety
    - Whether the Title IX Coordinator should pursue the Administrative Grievance Process absent a willing/able Complainant
    - Whether to put the investigation on the footing of incident, pattern, and/or climate
    - To help identify potentially predatory conduct
    - To help assess/identify grooming behaviors
    - Whether a Complaint is amenable to Informal Resolution, and what modality may be most successful
    - Whether to permit a voluntary withdrawal by the Respondent
    - Whether to communicate with a transfer School about a Respondent
    - Assessment of appropriate sanctions/remedies
    - Whether a Clery Act Timely Warning/trespass order/persona non grata is needed.

Based on the initial assessment, the School will initiate one of these responses:

- **Supportive Response**—measures to help restore the Complainant's education access, as described in the Policy.
- **Informal Resolution**—typically used for less serious offenses and only when all parties agree to Informal Resolution, or when the Respondent is willing to accept responsibility for violating policy.
- **Administrative Resolution**—investigation of alleged policy violation(s) and recommended finding, subject to a determination by the Title IX Coordinator or Decision-Maker and the opportunity to appeal.

The investigation and the subsequent Administrative Resolution determine whether the Equal Opportunity, Harassment, and Nondiscrimination Policy has been violated. If so, the School will promptly implement effective remedies designed to end the discrimination, prevent recurrence, and address the effects.

The process followed considers the preference of the parties but is ultimately determined at the discretion of the Title IX Coordinator. If at any point during the initial assessment or formal investigation the Title IX Coordinator determines that reasonable cause does not support the conclusion that policy has been violated, the process will end and the parties will be notified.

The Complainant may request that the Title IX Coordinator review the reasonable cause determination and/or re-open the investigation. This decision lies in the sole discretion of the Title IX Coordinator, but the request is usually only granted in extraordinary circumstances.

2. GRIEVANCE PROCESS POOL

The Grievance Process relies on a pool of officials ("Pool") for implementation. Members of the Pool are trained annually in all aspects of the Grievance Process and can serve in any of the following roles, at the direction of the Title IX Coordinator:

- To provide sensitive intake for and initial advice pertaining to the allegations
- To act as optional process Advisors to the parties
- To facilitate Informal Resolution
- To investigate allegations
- To serve as a Decision-Maker
- To serve as an Appeal Decision-Maker

The Title IX Coordinator carefully vets Pool members for potential conflicts of interest or disqualifying biases and appoints the Pool, which acts with independence and impartiality.

Pool members receive annual training, including a review of School policies and procedures as well as applicable federal and state laws and regulations so that they are able to appropriately address allegations, provide accurate information to members of the community, protect safety, and promote accountability. This training includes, but is not limited to:

- The scope of the School's Equal Opportunity, Harassment, and Nondiscrimination Policy and Procedures
- How to conduct investigations and hearings that protect the safety of Complainants and Respondents and promote accountability
- Implicit bias
- Disparate treatment
- Reporting, confidentiality, and privacy requirements
- Applicable laws, regulations, and federal regulatory guidance
- How to implement appropriate and situation-specific remedies
- How to investigate in a thorough, reliable, timely, and impartial manner
- How to conduct a sexual harassment investigation
- Trauma-informed practices pertaining to investigations and Grievance Processes
- How to uphold fairness, equity, and due process
- How to weigh evidence
- How to conduct questioning
- How to assess credibility
- Impartiality and objectivity
- Types of evidence
- Deliberation
- How to render findings and generate clear, concise, evidence-based rationales
- The definitions of all offenses
- How to apply definitions used by the institution with respect to consent (or the absence or negation of consent) consistently, impartially, and in accordance with Policy
- How to conduct an investigation and Grievance Process including hearings, appeals, and Informal Resolution Processes
- How to serve impartially by avoiding prejudgment of the facts at issue, conflicts of interest, and bias against Respondents and/or for Complainants, and on the basis of sex, race, religion, and other protected characteristics
- Any technology to be used
- Issues of relevance of questions and evidence

- Issues of relevance to create an investigation report that fairly summarizes relevant evidence
- How to determine appropriate sanctions in reference to all forms of harassment and discrimination allegations

3. COUNTERCLAIMS

Counterclaims by the Respondent may be made in good faith or may instead be motivated by a retaliatory intent. The School is obligated to ensure that any process is not abused for retaliatory purposes.

The School permits the filing of counterclaims, but uses the initial assessment, described above, to assess whether the allegations are made in good faith. If they are, the allegations will be processed using the resolution procedures below, typically after resolution of the underlying allegation. Counterclaims made with retaliatory intent will not be permitted.

A delay in the processing of counterclaims is permitted, accordingly. Occasionally, allegations and counterclaims can be resolved through the same investigation at the discretion of the Title IX Coordinator. When counterclaims are not made in good faith, they will be considered retaliatory, and may constitute a violation of this Policy.

4. ADVISORS

A. ADVISOR EXPECTATIONS

The School generally expects an Advisor to adjust their schedule to allow them to attend School meetings when planned, but the School may change scheduled meetings to accommodate an Advisor's inability to attend, if doing so does not cause an unreasonable delay.

The School may also make reasonable provisions to allow an Advisor who cannot attend in person to attend a meeting by telephone, video conferencing, or other similar technologies as may be convenient and available.

Parties whose Advisors are disruptive or who do not abide by School policies and procedures may face the loss of that Advisor and/or possible Policy violations.

Advisors are expected to consult with their advisees without disrupting School meetings or interviews. Advisors do not represent parties in the process; their role is only to advise.

B. EXPECTATIONS OF THE PARTIES WITH RESPECT TO ADVISORS

Each party may choose an Advisor[36] who is eligible and available[37] to accompany them throughout the process. The Advisor can be anyone, including an attorney, but should not be someone who is also a witness in the process. A party may elect to change Advisors during the process and is not obligated to use the same Advisor throughout.

The parties are expected to inform the Investigators of the identity of their Advisor at least four (4) business days before the date of their first meeting with the Investigator (or as soon as possible if a more expeditious meeting is necessary or desired).

The parties are expected to provide timely notice to the Investigator and/or the Title IX Coordinator if they change Advisors at any time.

Upon written request of a party, the School will copy the Advisor on all communications between the School and the party. The School provides a consent form that authorizes the School to share such information directly with a party's Advisor.

C. ASSISTANCE IN SECURING AN ADVISOR[38]

For representation, Respondents may wish to contact organizations such as:

- Families Advocating for Campus Equality (http://www.facecampusequality.org)
- Stop Abusive and Violent Environments (http://www.saveservices.org)
  Complainants may wish to contact organizations such as:
- The Victim Rights Law Center (http://www.victimrights.org)

- The National Center for Victims of Crime (http://www.victimsofcrime.org), which maintains the Crime Victim's Bar Association
- The Time's Up Legal Defense Fund (https://nwlc.org/times-up-legal-defense-fund/)

5. RESOLUTION OPTIONS

Proceedings are private. All persons present at any time during the Grievance Process are expected to maintain the privacy of the proceedings in accord with School policy.

While there is an expectation of privacy around what is discussed during interviews, the parties have discretion to share their own experiences with others if they so choose but are encouraged to discuss with their Advisors first before doing so.

A. INFORMAL RESOLUTION

Informal Resolution is applicable when the parties voluntarily agree to resolve the matter through Alternative Resolution mediation, restorative practices, facilitated dialogue, etc., when the Respondent accepts responsibility for violating Policy, or when the Title IX Coordinator can resolve the matter informally by providing remedies to resolve the situation. The Title IX Coordinator has discretion to determine whether an investigation will be paused or limited during Informal Resolution, or if it will continue during the Informal Resolution process.

It is not necessary to pursue Informal Resolution first in order to pursue Administrative Resolution, and any party participating in Informal Resolution can stop the process at any time and request the Administrative Grievance Process. Further, if an Informal Resolution fails after the resolution is finalized, Administrative Resolution may be pursued.

I. ALTERNATIVE RESOLUTION

Alternative Resolution is an informal process, such as mediation or restorative practices, by which the parties mutually agree to resolve an allegation. It may be used for less serious, yet inappropriate, behaviors and is encouraged as an alternative to the Administrative Grievance Process (described below) to resolve conflicts, as appropriate. The parties must consent to the use of Alternative Resolution.

The Title IX Coordinator determines whether Alternative Resolution is appropriate, based on the willingness of the parties, the nature of the conduct at issue, and the susceptibility of the conduct to Alternative Resolution.

In an Alternative Resolution, a trained administrator or third party facilitates communication among the parties to an effective resolution, if possible. Institutionally imposed sanctions are not possible as the result of an Alternative Resolution process, though the parties may agree to accept sanctions and/ or appropriate remedies.

The Title IX Coordinator maintains records of any resolution that is reached, and failure to abide by the resolution can result in appropriate enforcement actions.

Alternative Resolution is not typically the primary resolution mechanism used to address reports of violent behavior of any kind or in other cases of serious violations of policy, though similarly structured conversations may be made available after the Administrative Grievance Process is completed should the parties and the Title IX Coordinator believe it could be beneficial. The results of Alternative Resolution are not appealable.

II. RESPONDENT ACCEPTS RESPONSIBILITY FOR ALLEGED VIOLATIONS

The Respondent may accept responsibility for all or part of the alleged policy violations at any point during the Grievance Process. If the Respondent accepts responsibility, the Title IX Coordinator determines that the individual is in violation of School policy.

The Title IX Coordinator then determines appropriate sanction(s) or responsive actions, which are promptly implemented in order to effectively stop the harassment, discrimination, and/or retaliation; prevent its recurrence; and remedy the effects of the conduct, both on the Complainant and the community.

If the Respondent accepts responsibility for all of the alleged policy violations and the Title IX Coordinator or designee has determined appropriate sanction(s) or responsive actions, to which the Respondent agrees, and which are promptly implemented, the process is over. The Complainant will be informed of this outcome.

If the Respondent accepts responsibility for some of the alleged policy violations and the Title IX Coordinator has determined appropriate sanction(s) or responsive actions, to which the Respondent agrees, and which are promptly implemented for those violations, then the remaining allegations will continue to be investigated and resolved through Administrative Resolution. The parties will be informed of this outcome. The parties are still able to seek Alternative Resolution on the remaining allegations, subject to the stipulations above.

B. ADMINISTRATIVE RESOLUTION VIA AN INVESTIGATION AND HEARING

Administrative Resolution can be pursued at any time during the process for any behavior for which the Respondent has not accepted responsibility that would constitute conduct covered by the Equal Opportunity, Harassment, and Nondiscrimination Policy if proven. Administrative Resolution starts with a thorough, reliable, and impartial investigation.

If Administrative Resolution is initiated, the Title IX Coordinator will provide written notification of the investigation to the parties at an appropriate time during the investigation. Typically, notice is given at least 48 hours in advance of an interview. Advanced notice facilitates the parties' ability to identify and choose an Advisor, if any, to accompany them to the interview.

Notification will include a meaningful summary of the allegations, will be made in writing, and may be delivered by one or more of the following methods: in person or emailed to the parties' School-issued or designated email account.

Once emailed and/or received in person, notice will be presumptively delivered. The notification will include the policies allegedly violated, if known at the time. Alternatively, the policies allegedly violated can be provided at a later date, in writing, as the investigation progresses and details become clearer.

The School aims to complete all investigations within a sixty (60) business-day time period, which can be extended as necessary for appropriate cause by the Title IX Coordinator, with notice to the parties as appropriate. Investigations can take weeks or even months, depending on the nature, extent, and complexity of the allegations, availability of witnesses, police involvement, etc.

Once the decision is made to commence an investigation, the Title IX Coordinator appoints Pool members to conduct the investigation, usually within five (5) business days of determining that an investigation should proceed.

The Title IX Coordinator will vet the assigned Investigator to ensure impartiality by ensuring there are no conflicts of interest or disqualifying bias.

The parties may, at any time during the Grievance Process, raise a concern regarding bias or conflict of interest, and the Title IX Coordinator will determine whether the concern is reasonable and supportable. If so, another Investigator will be assigned and the impact of the bias or conflict, if any, will be remedied. If the bias or conflict relates to the Title IX Coordinator, concerns should be raised with the Co-Director, Diana Varvaro.

The School will make a good faith effort to complete the investigation as promptly as circumstances permit and will communicate regularly with the parties to update them on the progress and timing of the investigation.

The School may undertake a short delay in its investigation (several days to weeks, to allow evidence collection) when criminal charges based on the same behaviors that invoke the School's Grievance Process are being investigated by law enforcement. The School will promptly resume its investigation and Grievance Process once notified by law enforcement that the initial evidence collection process is complete.

School actions are not typically altered or precluded on the grounds that civil or criminal charges involving the underlying incident(s) have been filed or that criminal charges have been dismissed or reduced.

Investigations involve interviewing all relevant parties and witnesses; obtaining available, relevant evidence; and identifying sources of expert information, as necessary.

All parties have a full and fair opportunity, through the investigation process, to suggest witnesses and questions, to provide evidence, and to fully review and respond to all evidence on the record.

6. INVESTIGATION

The Investigators typically take the following steps, if not already completed (not necessarily in this order):

- Determine the identity and contact information of the Complainant.
- In coordination with School officials (e.g., the Title IX Coordinator), initiate or assist with any necessary supportive measures.
- Identify all policies implicated by the alleged misconduct.
- Assist the Title IX Coordinator with conducting an initial assessment to determine whether there is reasonable cause to believe the Respondent has violated policy.
- If there is insufficient evidence to support reasonable cause, the process is closed with no further action.
- Commence a thorough, reliable, and impartial investigation by developing a strategic investigation plan, including a witness list, evidence list, intended investigation timeframe, and order of interviews for all parties and witnesses.
- Meet with the Complainant to finalize their statement, if necessary.
- Prepare the initial Notice of Investigation and Allegations (NOIA) on the basis of the initial assessment. Notice may be one step or multiple steps, depending on how the investigation unfolds, and potential policy violations may be added or dropped as more is learned. Investigators will update the NOIA accordingly and provide it to the parties.
- Notice should inform the parties of their right to have the assistance of an Advisor of their choosing present for all meetings attended by the advisee.
- When formal notice is given, it should provide the parties with a written description of the alleged violation(s), a list of all policies allegedly violated, a description of the applicable procedures, and a statement of the potential sanctions/responsive actions that could result.
- Give an instruction to the parties to preserve any evidence that is directly related to the allegations.
- Provide the parties and witnesses with an opportunity to review and verify the Investigator's summary notes from interviews and meetings with that specific party or witness.
- Make good faith efforts to notify each party of any meeting or interview involving another party, in advance when possible.
- Interview all relevant individuals and conduct follow-up interviews as necessary.
- Allow each party the opportunity to suggest questions they wish for the Investigator to ask the other party and witnesses.
- Complete the investigation promptly and without unreasonable deviation from the intended timeline.
- Provide regular status updates to the parties throughout the investigation.
- Prior to the conclusion of the investigation, summarize for the parties the list of witnesses whose information will be used to render a finding.
- Write a comprehensive investigation report fully summarizing the investigation and all evidence.
- Provide the parties with a copy of the draft investigation report when it is completed, including all relevant evidence, analysis, credibility assessments, and recommended finding(s).
- Provide each party with a full and fair opportunity to respond to the report in writing within five (5) business days and incorporate that response, if any, into the report.
- Investigators may choose to respond in writing in the report to the responses of the parties, and/or to share the responses between the parties for their responses, while also ensuring that they do not create a never-ending feedback loop.
- Share the report with the Title IX Coordinator or legal counsel for review and feedback.
- Gather, assess, and synthesize evidence without making a finding, conclusion, determination, or recommendation.
- Provide the final report to the Title IX Coordinator.

7. DETERMINATION

Within four (4) business days of receiving the Investigator's recommendation, a trained Decision-Maker reviews the report and all responses, and then makes the final determination on the basis of the preponderance of the evidence.

If the record is incomplete, the Decision-Maker may direct a re-opening of the investigation, or may direct or conduct any additional inquiry necessary, including informally meeting with the parties or any witnesses, if needed.

The investigation recommendation, if any, should be strongly considered but is not binding on the Decision-Maker. The Decision-Maker may invite and consider impact and/or mitigation statements from the parties if and when determining appropriate sanction(s), if any.

8. ADDITIONAL DETAILS OF THE INVESTIGATION PROCESS

A. WITNESS RESPONSIBILITIES

Witnesses (as distinguished from the parties) who are School faculty or staff are required to cooperate with and participate in the School's investigation and Grievance Process. Failure of a witness to cooperate with and/or participate in the investigation or Grievance Process constitutes a violation of Policy and may be subject to discipline.

B. REMOTE PROCESSES

Parties and witnesses may be interviewed remotely by phone, video conferencing, or similar technologies if the Investigator and/or Decision-Maker determine that timelines, efficiency, or other causes dictate a need for remote interviewing. Witnesses may also provide written statements in lieu of interviews, or respond to questions in writing, if deemed appropriate by the Investigator, though this approach is not ideal. When remote technologies are used, the School makes reasonable efforts to ensure privacy and ensures that any technology does not work to the detriment of any party or subject them to unfairness.

C. RECORDING

No unauthorized audio or video recording of any kind is permitted during the Grievance Process, including investigation interviews. If the Investigator elects to audio and/or video record interviews, all involved parties must be made aware of and consent to audio and/or video recording.

D. EVIDENCE

Any evidence that is relevant and credible may be considered, including an individual's prior misconduct history as well as evidence indicating a pattern of misconduct, subject to the limitation in (E) below. The process should exclude irrelevant or immaterial evidence and may disregard evidence lacking in credibility or that is improperly prejudicial.

E. PRIOR SEXUAL HISTORY/PATTERNS

Unless the Decision-Maker determines it is appropriate, the investigation and the finding do not consider: (1) incidents not directly related to the possible violation(s), unless they evidence a pattern; (2) the irrelevant sexual history of the parties (though there may be a limited exception made with regard to the sexual history between the parties); (3) irrelevant character evidence.

F. PREVIOUS ALLEGATIONS/VIOLATIONS

While previous conduct violations by the Respondent are not generally admissible as information supporting the current allegation, the Investigator may supply the Decision-Maker with information about previous good faith allegations and/or findings when that information suggests potential pattern and/or predatory conduct.

If the School uses a progressive discipline system, previous disciplinary action of any kind involving the Respondent may be considered in determining the appropriate sanction(s).

Character witnesses or evidence may be offered. The investigation and hearing will determine if the character evidence is relevant. If so, it may be considered. If not, it will be excluded.

G. NOTIFICATION OF OUTCOME

If the Respondent admits to the violation(s), or is found in violation, the Title IX Coordinator, in consultation with relevant School officials, determines sanction(s) and/or responsive actions, which are promptly implemented in order to effectively stop the harassment, discrimination, and/or retaliation; prevent its recurrence; and remedy the effects of the discriminatory conduct, both on the Complainant and the community.

The Title IX Coordinator informs the parties of the determination within four (4) business days of the resolution, ideally simultaneously, but without significant time delay between notifications. Notifications are made in writing and may be delivered by one or more of the following methods: in person or emailed to the parties' School-issued or designated email account. Once emailed and/or received in person, notice is presumptively delivered.

The Notification of Outcome specifies the finding for each alleged policy violation, any sanction(s) that may result which the School is permitted to share pursuant to state or federal law, and the rationale supporting the findings to the extent the School is permitted to share under state or federal law.

The notice will detail when the determination is considered final (See Section 11) and will detail any changes that are made prior to finalization.

Unless based on an acceptance of violation by the Respondent, the determination may be appealed by either party. The Notification of Outcome also includes the grounds on which the parties may appeal and the steps the parties may take to request an appeal of the findings. More information about the appeal procedures can be found in Section 11.

9. SANCTIONS

Factors considered when determining a sanction/responsive action may include, but are not limited to:

- The nature, severity of, and circumstances surrounding the violation(s)
- The Respondent's disciplinary history
- The need for sanctions/responsive actions to bring an end to the discrimination, harassment, and/or retaliation
- The need for sanctions/responsive actions to prevent the future recurrence of discrimination, harassment, and/or retaliation
- The need to remedy the effects of the discrimination, harassment, and/or retaliation on the Complainant and the community
- The impact on the parties
- Any other information deemed relevant by the Decision-Maker

The sanctions will be implemented as soon as is feasible, either upon the outcome of any appeal or the expiration of the window to appeal without an appeal being requested.

The sanctions described in this Policy are not exclusive of, and may be in addition to, other actions taken, or sanctions imposed, by external authorities.

If it is later determined that a party or witness intentionally provided false or misleading information, that action could be grounds for re-opening a Grievance Process at any time, and/or referring that information to another process for resolution.

A. FUTURE PROFESSIONAL SANCTIONS

The following are the common sanctions that may be imposed upon Future Professionals singly or in combination:

- *Coaching*: A formal statement that the conduct was unacceptable and a warning that further violation of any School policy, procedure, or directive will result in more severe sanctions/responsive actions.
- *Suspension*: Termination of Future Professional status for a definite period of time not to exceed two years and/or until specific criteria are met.

- *Termination*: Permanent termination of Future Professional status and revocation of rights to be on campus for any reason or to attend School-sponsored events.
- *Other Actions*: In addition to or in place of the above sanctions, the School may assign any other sanctions as deemed appropriate.

B. EMPLOYEE SANCTIONS/RESPONSIVE/CORRECTIVE ACTIONS

Responsive actions for an employee who has engaged in harassment, discrimination, and/or retaliation include:

- *Verbal or Written Warning*
- *Performance Improvement Plan/Management Process*
- *Enhanced Supervision, Observation, or Review*
- *Required Counseling*
- *Required Training or Education*
- *Probation*
- *Denial of Pay Increase/Pay Grade*
- *Loss of Oversight or Supervisory Responsibility*
- *Demotion*
- *Transfer*
- *Reassignment*
- *Assignment to New Supervisor*
- *Restriction of Stipends and/or Professional Development Resources*
- *Suspension/Administrative Leave with Pay*
- *Suspension/Administrative Leave without Pay*
- *Termination*
- *Other Actions: In addition to or in place of the above sanctions/responsive actions, the School may assign any other responsive actions as deemed appropriate.*

10. WITHDRAWAL OR RESIGNATION WHILE CHARGES ARE PENDING

A. FUTURE PROFESSIONALS

Should a Future Professional withdraw with unresolved allegations pending, the School may place a hold, bar access to an official School record, and/or prohibit graduation as necessary to permit the Grievance Process to be completed.

B. EMPLOYEES

Should an employee resign with unresolved allegations pending, the records of the Title IX Coordinator will reflect that status, and any School responses to future inquiries regarding employment references for that individual will include the former employee's unresolved status and whether the employee is eligible for rehire.

11. APPEALS

All requests for appeal consideration must be submitted in writing to the Title IX Coordinator within five (5) business days of the delivery of the written finding of the Decision-Maker.

An Appeal Decision-Maker will be designated by the Title IX Coordinator and they will not have previously been involved in the process. Any party may appeal, but appeals are limited to the following grounds:

- A procedural error or omission occurred that significantly impacted the outcome (e.g., substantiated bias, material deviation from established procedures, failure to correctly apply the evidentiary standard).
- To consider new evidence, unknown or unavailable during the investigation, that could substantially impact the original finding or sanction. A summary of this new evidence and its potential impact must be included in the appeal.

When any party requests an appeal, the Title IX Coordinator will share the appeal request with all other parties or other appropriate persons such as the Investigator, who may file a response within five (5) business days. Another party may also bring their own appeal on separate grounds.

If new grounds are raised, the original appealing party will be permitted to submit a written response to these new grounds within five (5) business days. These responses or appeal requests will be shared with each party. The Appeal Chair will review the appeal request(s) within seven (7) business days of completing the pre-appeal exchange of materials. If grounds are not sufficient for an appeal, or the appeal is not timely, the Appeal Chair dismisses the appeal.

When the Appeal Chair finds that at least one of the grounds is met by at least one party, additional principles governing the review of appeals include the following:

- Decisions by the Appeal Chair are to be deferential to the original decision, making changes to the finding only when there is clear error and to the sanction(s)/responsive action(s) only if there is compelling justification to do so.
- Appeals are not intended to be full re-hearings (de novo) of the allegation(s). In most cases, appeals are confined to a review of the written documentation or record of the investigation and pertinent documentation regarding the grounds for appeal.
- An appeal is not an opportunity for the Appeal Chair to substitute their judgment for that of the original Investigator or Decision-Maker merely because they disagree with the finding and/or sanction(s).
- Appeals granted based on new evidence should normally be remanded to the Investigator for reconsideration. Other appeals should be remanded at the discretion of the Appeal Chair.
- Sanctions imposed as the result of the Administrative Resolution are implemented immediately unless the Title IX Coordinator stays their implementation in extraordinary circumstances, pending the outcome of the appeal.
- All parties will be informed in writing within seven (7) business days of the outcome of the appeal without significant time delay between notifications, and in accordance with the standards for Notice of Outcome as defined above.
- Once an appeal is decided, the outcome is final; further appeals are not permitted, even if a decision or sanction is changed on remand.
- In rare cases when a procedural error cannot be cured by the original Investigator and/or Title IX Coordinator/Decision-Maker (as in cases of bias), the Appeal Chair may recommend a new investigation and/or Administrative Grievance Process, including a new Decision-Maker.
- The results of a new Administrative Grievance Process can be appealed once, on any of the three applicable grounds for appeals.
- In cases in which the appeal results in Respondent's reinstatement to the School or resumption of privileges, all reasonable attempts will be made to restore the Respondent to their prior status, recognizing that some opportunities lost may be irreparable.

12. LONG-TERM REMEDIES/ACTIONS

Following the conclusion of the Grievance Process, and in addition to any sanctions implemented, the Title IX Coordinator may implement additional long-term remedies or actions with respect to the parties and/or the institutional community that are intended to stop the harassment, discrimination, and/or retaliation; remedy the effects; and prevent reoccurrence.

These remedies/actions may include, but are not limited to:

- Referral to counseling and health services
- Referral to Employee Assistance Program
- Education to the individual and/or the community
- Permanent alteration of work arrangements for employees
- Climate surveys
- Policy modification and/or training
- Provision of transportation assistance

- Implementation of long-term contact limitations between the parties
- Implementation of adjustments to academic deadlines, course schedules, etc.

At the discretion of the Title IX Coordinator, certain long-term support or measures may also be provided to the parties even if no policy violation is found.

When no policy violation is found, the Title IX Coordinator will address any remedies the School owes the Respondent to ensure no effective denial of educational access.

The School will maintain the confidentiality of any long-term remedies/actions/measures, provided confidentiality does not impair the School's ability to provide these services.

13. FAILURE TO COMPLETE SANCTIONS/COMPLY WITH INTERIM AND LONG-TERM REMEDIES/RESPONSIVE ACTIONS

All Respondents are expected to comply with conduct sanctions, responsive actions, and corrective actions within the timeframe specified by the Title IX Coordinator.

Failure to abide by the sanction(s)/action(s) imposed by the date specified, whether by refusal, neglect, or any other reason, may result in additional sanction(s) and responsive/corrective action(s), including suspension and/or termination from the School. Supervisors are expected to enforce completion of sanctions/responsive actions for their employees.

A suspension will only be lifted when compliance is achieved to the satisfaction of the Title IX Coordinator.

14. RECORDKEEPING

In implementing this Policy, records of all allegations, investigations, resolutions, and hearings will be kept by the Title IX Coordinator indefinitely, or as required by state or federal law or institutional policy.

15. STATEMENT OF THE RIGHTS OF THE PARTIES (SEE APPENDIX B)

16. DISABILITY ACCOMMODATION IN THE GRIEVANCE PROCESS

The School is committed to providing reasonable accommodations and support to qualified Future Professionals, employees, or others with disabilities to ensure equal access to the School's Grievance Process. Anyone needing such accommodations or support should contact the ADA/504 Coordinator, who will review the request and, in consultation with the person requesting the accommodation and the Title IX Coordinator, determine which accommodations are appropriate and necessary for full participation in the process.

17. REVISION

These policies and procedures will be reviewed and updated annually by the Title IX Coordinator. The School reserves the right to make changes to this document as necessary and once those changes are posted online, they are in effect.

The Title IX Coordinator may make minor modifications to these procedures that do not materially jeopardize the fairness owed to any party, such as to accommodate summer schedules.

The Title IX Coordinator may also vary procedures materially with notice (on the School's website, with the appropriate effective date identified) upon determining that changes to law or regulation require policy or procedural alterations not reflected in this policy and procedure.

Procedures in effect at the time of the resolution will apply to resolution of incidents, regardless of when the incident occurred.

Policy in effect at the time of the offense will apply even if the policy is changed subsequently but prior to resolution unless the parties consent to be bound by the current policy.

If government regulations change in a way that impacts this document, this document will be construed to comply with the most recent government regulations.

This document does not create legally enforceable protections beyond the protection of the background state and federal laws which frame such policies and codes, generally.

This Policy and procedure was implemented on January 1, 2025.

APPENDIX D: ATIXA RECORD MAINTENANCE AND ACCESS MODEL POLICY

POLICY SCOPE

This policy covers records maintained in any medium that are created pursuant to the School's Protected Class Nondiscrimination Policy and Procedures and/or the regular business of the School's Title IX Office. All such records are considered private or confidential by the Title IX Office, in accordance with FERPA and the directive from the Department of Education to maintain the confidentiality of records related to Title IX. These records may be shared internally with those who have a legitimate educational interest and will be shared with the parties to a complaint under applicable state and/or federal law, including the Title IX regulations, FERPA, and/or the Clery Act/VAWA § 304. The Title IX Coordinator controls the dissemination and sharing of any records under its control.

TYPES OF RECORDS COVERED UNDER THIS POLICY

Records pertaining to the Grievance Process. These records include, but are not limited to:

- Documentation of notice to the institution including incident reports
- Anonymous reports later linked to a specific incident involving known parties
- Any documentation supporting the initial assessment
- Investigation-related evidence (e.g., physical and documentary evidence collected and interview transcripts)
- Dismissal-related documentation
- Documentation related to the Grievance Process
- The final investigation report
- Remedy-related documentation
- Supportive measures-related documentation
- Hearing recordings and records
- Appeal-related documentation
- Informal Resolution records
- Notices of Outcome
- Records documenting that the School's response was not deliberately indifferent
- Any other records typically maintained by the Recipient as part of the case file

Specific examples of records pertaining to the Grievance Process may include, but are not limited to anonymous reports later identified; intake documentation; incident reports; the written complaint; the names of the Complainant, the Respondent; any witnesses; any relevant statements or other evidence obtained; interview notes or transcripts; timelines, flowcharts and other forms used in the investigation process; witness lists, correspondence, telephone logs, evidence logs, and other documents related to the processing of an investigation; correspondence relating to the substance of the investigation; supportive measures implemented on behalf of the Complainant or Respondent; actions taken to restrict/remove the Respondent; correspondence with the parties; medical, mental health, medical, and forensic record evidence obtained with consent during the course of the investigation; police reports; expert sources used in consideration of the evidence; documentation of outcome and rationale; correspondence and documentation of the appeals process; documentation of any sanctions/discipline resulting from the Grievance Process; and documentation of reported retaliatory behavior as well as all actions taken to address these reports.

Drafts and Working Files: Preliminary drafts and "working files" are not considered records that must be maintained by the School, and these are typically destroyed during the course of an investigation or at the conclusion of the Grievance Process. They are preliminary versions of records and other documents that do not state a final position on the subject matter reviewed or are not considered to be in final form by their creator and/or the Title IX Coordinator. An example of a "working file" would be the Investigator notes made during one interview with topics

the Investigator wants to revisit in subsequent interviews. Sole possession records maintained as such in accordance with FERPA are also included in this category. All drafts of investigation reports shared with the parties are maintained.

Attorney Work-Product: Communications from the Title IX Office or its designees with the School's legal counsel may be work-product protected by attorney-client privilege. These communications are not considered records to be maintained by the Title IX Office or accessible under this policy unless the Title IX Coordinator, in consultation with legal counsel as necessary, determines that these communications should be included as accessible records.

RECORD STORAGE

Records may be created and maintained in different media formats; this policy applies to all records, irrespective of format. All records created pursuant to the Policy, as defined above, must be stored in digital and/or paper format. The complete file must be transferred to the Title IX Office within fourteen (14) business days of resolution of the complaint (including any appeal), if the file is not already maintained within the Title IX Office. Security protocols must be in place to preserve the integrity and privacy of any parts of any record that are maintained in the Title IX Office during the pendency of an investigation.

The Title IX Office will store all records created pursuant to the Policy, regardless of the identities of the parties. Parallel records should not be maintained by other School officials. Any extra (non-essential) copies of the records (both digital and paper) must be destroyed.

A copy of records showing compliance with Clery Act requirements by Title IX personnel will be maintained along with the case file in the Title IX Office.

The School will maintain an access log of each case file, showing when and by whom it was accessed, and for what purpose.

RECORD RETENTION

All records created and maintained pursuant to the Policy must be retained indefinitely by the Title IX Office unless destruction or expungement is authorized by the Title IX Coordinator, who may act under their own discretion, or in accordance with a duly executed and binding settlement of claim, and/or by court or government order.

RECORD ACCESS

Access to records created pursuant to the Policy or housed in the Title IX Office is strictly limited to the Title IX Coordinator and any individual the Coordinator authorizes in writing, at their discretion. Those who are granted broad access to the records of the Title IX Office are expected to only access records pertinent to their scope or work or specific assignment. Anyone who accesses such records without proper authorization may be subject to an investigation and possible discipline/sanction. The discipline/sanction for unauthorized access of records covered by this policy will be at the discretion of the appropriate disciplinary authority, consistent with other relevant School policies and procedures.

Future Professional parties may request access to their case file. The School will provide access or a copy within 45 days of the request. Appropriate redactions of personally identifiable information may be made before inspection or any copy is shared.

During the investigation, materials may be shared with the parties using secure file transmission software. Any such file will be watermarked by the Title IX Office before being shared, with the watermark identifying the role of the recipient in the process (Complainant, Respondent, Hearing Decision-Maker, Complainant's Advisor, etc.).

RECORD SECURITY

The Title IX Coordinator is expected to maintain appropriate security practices for all records, including password protection; lock and key; and other barriers to access as appropriate. Record security should include protection from flood, fire, and other potential emergencies. Clothing, forensic, and other physical evidence should be securely

stored. All physical evidence will be maintained in a facility that is reasonably protected from flood and fire. A catalog of all physical evidence will be retained with the case file.

BASED ON THE ATIXA 2021 ONE POLICY, TWO PROCEDURES MODEL.
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FOOTNOTES

[1]Some states have enacted requirements for providing the option to submit an anonymous report. Consult with legal counsel to determine if your state has such a requirement.

[2]For the purpose of this Policy, privacy means that information related to a complaint will be shared with a limited number of School employees who "need to know" in order to assist in the assessment, investigation, and resolution of the complaint. All employees who are involved in the School's response to notice under this Policy receive specific training and guidance about sharing and safeguarding private information in accordance with state and federal law. The privacy of Future Professional education records will be protected in accordance with the Family Educational Rights and Privacy Act (FERPA), as outlined in the School's Student Right of Access/FERPA policy. The privacy of employee records will be protected in accordance with Human Resources policies.

[3]20 U.S.C. 1232g

[4]34 C.F1) .R. § 99Any action that constitutes a criminal offense as defined by law. This includes, but is not limited to,

[5]This includes the School's employees' work environment.

[6]This definition of hostile environment is based on Federal Register / Vol. 59, No. 47 / Thursday, March 10, 1994: Department of Education Office for Civil Rights, Racial Incidents and Harassment Against Students at Educational Institutions Investigative Guidance.

[7]This includes gender identity, gender expression, sexual orientation, and sex stereotypes.

[8]Implicitly or explicitly.

[9]Unwelcomeness is subjective and determined by the Complainant (except when the Complainant is younger than the age of consent). Severity, pervasiveness, and objective offensiveness are evaluated based on the totality of the circumstances from the perspective of a reasonable person in the same or similar circumstances ("in the shoes of the Complainant"), including the context in which the alleged incident occurred and any similar, previous patterns that may be evidenced. This definition is broad enough to potentially encompass forms of sex-based disparate treatment, even if not harassing in nature.

[10]A "sexual act" is specifically defined by federal regulations to include one or more of the following:

Rape:

- Penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person,
- without their consent,
- including instances where they are incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.

Sodomy:

- Oral or anal sexual intercourse with a Complainant,
- forcibly, and/or
- against their will (non-consensually), or
- not forcibly or against their will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.

Sexual Assault with an Object:

- The use of an object or instrument to penetrate,

- however slightly,
- the genital or anal opening of the body of the Complainant,
- forcibly, and/or
- against their will (non-consensually), or
- not forcibly or against their will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or

Fondling:

- The **intentional** touching of the **clothed or unclothed genitals, buttocks, groin, breasts, or other** body parts **of the Complainant by the Respondent**
  - without the consent **of the Complainant**
  - for the purpose of **sexual degradation**, sexual gratification, **or sexual humiliation**
- Or the Respondent caused or directed the Complainant's **intentiona**l touching **of the Respondent's clothed or unclothed genitals, buttocks, groin, breasts, or other** body parts
  - without consent of the Complainant
  - for the purpose of **sexual degradation**, sexual gratification, **or sexual humiliation**

[11]This would include having another person touch you sexually, forcibly, and/or without consent.

[12]34 U.S.C. 12291 defines "economic abuse" in the context of dating violence and domestic violence, as,

- behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability,
- to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, or manipulation to:
  - restrict a person's access to money, assets, credit, or financial information;
  - unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage; or
  - exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has a fiduciary duty.

[13]To categorize an incident as Domestic Violence under this Policy, the relationship between the Respondent and the Complainant must be more than just two people living together as roommates. The people cohabitating must be current or former spouses or have an intimate relationship.

[14]34 U.S.C. 12291 provides that "any form of technology" includes but is not limited to: internet enabled devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.

[15]The state definition of consent is [ ], which is applicable to criminal prosecutions for sex offenses in [State] but may differ from the definition used by the School to address policy violations.

[16]Bondage, discipline/dominance, submission/sadism, and masochism.

[17]The School's Anti-Bullying Policy prohibits bullying not covered by this policy.

[18]VAWA is the Violence Against Women Act, enacted in 1994 and codified in part at 42 U.S.C. sections 13701 through 14040.

[19]Anywhere this procedure indicates "Title IX Coordinator," the School may substitute a trained designee.

[20]Disability discrimination complaints involving Future Professionals will be processed using the School Policies and Procedures for Students with Disabilities.

[21]If circumstances require, the Director, Managing Owner, or Title IX Coordinator will designate another person to oversee the Grievance Process should an allegation be made about the Coordinator or the Coordinator be otherwise unavailable, unable to fulfill their duties, or have a conflict of interest.

[22]Per the 2020 Title IX regulations, recipients are prohibited from Informal Resolution of a complaint by a Future Professional against an employee.

[23]These dismissal requirements are mandated by the 2020 Title IX Regulations, 34 CFR §106.45.

[24]Such a Complainant is still entitled to supportive measures, but the Formal Grievance Process is not applicable unless the Title IX Coordinator signs the complaint in the event the Complainant cannot/will not do so.

[25]"Available" means the party cannot insist on an Advisor who simply does not have inclination, time, or availability. Also, the Advisor cannot have conflicting roles, such as being a Title IX Coordinator who has an active role in the matter, or a supervisor who must monitor and implement sanctions.

[26]Subject to the state law provisions or School policy above.

[27]This is being provided for informational purposes and does not constitute the School's endorsement of any of the external individuals/organizations listed.

[28]The parties may not want discussions that take place within Informal Resolution to be admissible in a later Formal Grievance Process, but essential facts must and do transfer from the informal process to the formal. Disclosing something in an informal setting to shield it from formal admissibility is a cynical strategy, so the School will take care in determining the terms of any assurances of the confidentiality of the Informal Resolution.

[29]External, trained, third-party, neutral professionals may also be used to serve in Pool roles.

[30]Unless an expedited hearing is agreed to by all parties.

[31]The final investigation report may be shared using electronic means that preclude downloading, forwarding, or otherwise sharing.

[32]34 C.F.R. § 668.46(k)(3)(B)(3) requires "timely and equal access to the accuser, the accused, and appropriate officials to any information that will be used during informal and formal disciplinary meetings and hearings."

[33]If not conflicted out by previous involvement, the Title IX Coordinator may serve as the hearing facilitator/case manager.

[34]All references herein to a Title IX Coordinator also include a designee of the Title IX Coordinator.

[35]If circumstances require, the Director, Managing Owner, or Title IX Coordinator will designate another person to oversee the process below should an allegation be made about the Coordinator or the Coordinator be otherwise unavailable or unable to fulfill their duties.

[36]This could include an attorney, advocate, or support person. Witnesses are not entitled to Advisors within the process, though they can be advised externally..

[37]"Available" means the party cannot insist on an Advisor who simply doesn't have inclination, time, or availability. Also, the Advisor cannot have institutionally conflicting roles, such as being a Title IX administrator who has an active role in the matter, or a supervisor who must implement and monitor sanctions.

[38]This is being provided for informational purposes and does not constitute the School's endorsement of any of the external individuals/organizations listed.

ADDENDUMS

CATALOG DISCLAIMER STATEMENTS

CATALOG DISCLAIMER STATEMENT

The student should be aware that some information in the catalog may change. It is recommended that students considering enrollment check with the school director to determine if there is any change from the information provided in the catalog. In addition, a catalog will contain information on the school's teaching personnel and courses/curricula offered. Please be advised that the State Education Department separately licenses all teaching personnel and independently approves all courses and curricula offered. Therefore, it is possible that courses/curricula listed in the school's catalog may not be approved at the time that a student enrolls in the school or the teaching personnel listed in the catalog may have changed. It is again recommended that the student check with the school director to determine if there are any changes in the courses/curricula offered or the teaching personnel listed in the catalog.

2026 CATALOG ADDENDUM

Paul Mitchell The School NYC requires applicants and students to check for updates to the catalog at paulmitchell.edu/nyc.

REVISED 10-18-25 (APPROVED BY THE STATE DECEMBER 17, 2025)

- Admission Requirements - Secondary Education and Equivalents - Updated
- Future Professional Advisory Policy - Updated sentence #1 and added #4e
- Student Professional Development Guidelines - Updated title to Future Professional Development Guidelines and removed Attendance and Documentation of Time and Professional Image
- Attendance and Documentation of Time - Added
- Professional Image (Dress Code) - Added and updated policy
- Enrollment Information - Removed
- Holiday and School Closures - Added and removed (night school only) for Christmas Eve and New Year's Eve
- Constitution Day - Removed Wednesday, September 17, 2025 date and added Thursday, September 17, 2026
- Cosmetology 2025 Class Start Dates - Removed
- Cosmetology Kit and Textbooks - Added kit disclaimer
- Esthetics 2025 Class Start Dates - Removed
- Esthetics Kit and Textbooks - Added kit disclaimer
- Makeup 2025 Class Start Dates - Removed
- Makeup Kit and Textbooks - Added kit disclaimer
- Waxing 2025 Class Start Dates - Removed
- Waxing Kit and Textbooks - added kit disclaimer
- Tuition Installment Plan - Updated application fee to $11.00
- Leave of Absence Policy - Updated policy
- Regulatory and Accreditation Agencies - Added the schools website
- Evaluation Procedures and Required Level of Achievement - Updated academic year phrase and removed schedules
- Veterans Addendum to the Catalog - Removed - school does not offer Distance Education

REVISED 10-28-25 (APPROVED BY THE STATE DECEMBER 17, 2025)

- Nail Care Course Information - Added
- Nail Care 2025 Class Start Dates- Added
- Nail Care 2026 Class Start Dates - Added

- Nail Care Program Schedule - Added
- Nail Care Cost of Tuition and Supplies - Added
- Nail Care Graduation Requirements - Added
- Nail Care Career Services - Added
- Maximum Time Frame - Added Nail Care
- Evaluation Procedures and Required Level of Achievement - Added Nail Care

REVISED 11-20-25 Volume X (Approved by the State December 17, 2025)

- Administrative Staff - Updated
- Holiday and School Closures - Updated
- Maximum Time Frame - Updated weeks to match school closures
- Performance Statistics - Updated to 2024 rates

REVISED 08-31.26 Volume XI (Approved by the State October 1, 2026)

- School Administration - Updated
- Admission Requirements - Secondary Education and Equivalents - Updated v (top), i (bottom), and added last paragraph
- Admission Procedures - Added last paragraph to #5 and Last Paragraph (resend acceptance) and updated paragraph (denial appeal)
- Future Professional Advisory Policy - Added last 2 paragraphs and added line about $100.00 re-entry fee
- Re-Enrollment Student - Updated Policy formatting
- Transfer of Credit Policy - Added nail care
- Cosmetology Course Information - Update Curriculum to meet NYC state requirement for Hairstyling
- Cosmetology Class Start Dates - Removed 2026 from title and added 2027 and 2028 dated
- Cosmetology Program Schedule - Added week
- Cosmetology Cost of Tuition and Supplies - Removed July Tuition information and added "Digital" to textbook
- Cosmetology Education Kit - Updated Coursekey to My Portico App.
- Graduation Requirements (Cosmetology) - Updated policy
- Esthetics Class Start Dates - Removed 2026 from title and added 2027 and 2028 dated
- Esthetics Program Schedule - Added weeks
- Esthetics Cost of Tuition and Supplies – Updated cost
- Esthetics Kit and Textbooks - Updated textbooks
- Esthetics Education Kit - Updated Coursekey to My Portico App.
- Graduation Requirements (Esthetics) - Updated policy
- Makeup Program Course Information - Removed airbrushing and added extra hours to advance eye makeup & bridal makeup
- Makeup Program Class Start Dates - Updated Start Dates and removed 2026 from title
- Makeup Program Schedule - Updated schedules
- Makeup Cost of Tuition and Supplies - Updated cost
- Graduation Requirement (makeup) - Updated
- Waxing Program Course Information - Put Waxing Program Course Subjects into a graph
- Waxing Program Class Start Dates - Updated Start Dates, added 2027 class start dates, and removed 2026 from title
- Waxing Program Schedule - Updated schedules
- Waxing Program Cost of Tuition and Supplies - Removed "Transfer" form Per clock hour rate & removed Transfer students from top paragraph
- Graduation Requirement (waxing) - Updated
- Nail Care Program Class Start Dates - Updated Start Dates and removed 2026 from title and added 2027 dates
- Nail Care Program Schedule - Updated schedules
- Nail Care Program Cost of Tuition and Supplies - Removed "Transfer" form Per clock hour rate & removed Transfer students from top paragraph

- Nail Care Education Kit - Updated Coursekey to My Portico App.
- Graduation Requirements - Nail Care - Updated Policy
- Tuition Installment Plan - Updated Application Fee & removed 24 and 36 months
- Evaluation Procedures and Required Level of Achievement - Updated last paragraph
- Performance Statistics - Removed Program Rates and updated paragraph
- Students Right-to-Know - Combined Department of Education Rates (IPEDS) - Added year in title
- Protected Class Nondiscrimination Policy and Procedures - Updated Fondling under FOOTNOTES
- Biometric Information Privacy Policy - Removed

REVISED 10-6-26 (Mandated state change)

Cosmetology Course Information - Updated mandatory curricula for cosmetology and/or Natural Hairstyling

REVISED 10-28-26 Volume XII (Approved by the State October 28, 2026)

- Cosmetology Course Information - Updated Course Overview and Course Outline to be in line with Paul Mitchell Curriculum
- Esthetics Course Information - Updated Course Overview and Course Outline to be in line with Paul Mitchell Curriculum
- Esthetics Cost of Tuition and Supplies - Reverted back to old cost
- Esthetics Kit and Textbooks - Updated textbook cost
- Nail Care Course Information - Updated Course Overview and Course Outline to be in line with Paul Mitchell Curriculum
- Leave of Absence Policy - Updated formatting and removed from SAP policy and added to Future Professional Information
- Incompletes, Withdrawals, or Repetitions - Updated title to Temporary Interruption and Withdrawal and updated policy
- Students Right-to-Know - Department of Education Rates (IPEDS) - Updated title and rates