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WE ARE PAUL MITCHELL SCHOOLS

2024 CATALOG

January 1, 2024 — December 31, 2024

Paul Mitchell The School - Delaware
1420 Pulaski Highway
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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 School education

SCHOOL FACILITIES

Our programs offer the challenge of a stimulating and rewarding career. Paul Mitchell The School - Delaware is fully equipped to meet all the demands of modern hair care, while at the same time providing a high-tech atmosphere and attitude for progressive personal development. The 9,000 square-foot facility includes a student lounge and lockers, client reception and work areas, management offices, private classrooms, workstations, and equipment.

The school is on one floor and all classrooms and offices are handicap accessible. The school has 3 stalls in the Women's restroom with 1 handicap accessible and 1 stall in the Men's restroom that is handicap accessible. The school has a water cooler in between the Women's and Men's restroom. It is handicap accessible as well.

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

HOURS OF OPERATION

Monday - Thursday: 9:00 am to 10:00 pm

Friday: 9:00 am to 5:00 pm

Closed Saturday & Sunday

The school Dean is Trina Carter, she can be reached by calling 302-832-8418, or by mail at 1420 Pulaski Highway, Newark, DE 19702.

ADMINISTRATION/OWNERSHIP

Carme, LLC, dba Paul Mitchell The School - Delaware, is an independently owned and operated franchisee of Paul Mitchell Advanced Education, LLC.

SCHOOL ADMINISTRATION

Owners: Carme, LLC
Dean: Trina Carter
Operations Leader: Dante' Carter
Admissions Advisor: Amber Lewandowski
Admissions Leader: Beama Wilkes
Financial Services Leader: Ashley Ward Williams
Clinic Classroom Coordinators: Monique Lusby and Amber Lewandowski
Education Leader: Nicole Cebula

COSMETOLOGY LEARNING LEADERS:

VERA GENWRIGHT MASON: Core Specialist / Clinic Classroom Leader, Instructor Learning Leader- Full Time
Licensed Cosmetology Instructor
State of Delaware Cosmetology Instructor
License # M5-0002780
Vera specializes in the Esthetics Program, but also teaches in the Cosmetology Program.

ALLYNN FARRARE-THOMAS: Clinic Classroom Leader - Part Time
Licensed Cosmetology Instructor
State of Delaware Cosmetology Instructor
License # M5-0002808
An educator and stylist, Allynn teaches part time in the Clinic Classroom and specializes in teaching the State Board Classes.

JACLYN CHRYSLER: Clinic Classroom Leader - Part Time
Licensed Cosmetology Instructor
State of Delaware Cosmetology Instructor
License # M5-0012906
A homegrown from our Instructor's program Jaclyn specializes in Cutting. She also teaches theory and in the clinic classroom.

CAMILLA JONES: Clinic Classroom Leader - Part Time
Licensed Cosmetology Instructor
State of Delaware Cosmetology Instructor
License # M5-0012908
Camilla specializes in Spa, Texture & teaches in the Esthetics Program. She is also a Salon Owner.

NICOLE CEBULA: Education Leader & Clinic Classroom Leader - Full Time
Licensed Cosmetology Instructor
State of Delaware Cosmetology Instructor
License # M5-0002739
Nicole specializes in Color and teaches in the Clinic Classroom.

TAMRIN WISE: Clinic Classroom Leader - Part Time
Licensed Cosmetology Instructor
State of Delaware Cosmetology Instructor
License # M5-0012910
Tamrin is a homegrown from our Cosmetology Program and teaches in the Clinic Classroom.

LISSETTE RODRIGUEZ:
Licensed Cosmetologist Instructor
State of Delaware Cosmetology Instructor
License # M5-E002648
Lissette specializes in Cutting. Teaches the Cosmetology and Instructor Program.

ESTHETICS LEARNING LEADERS:

VERA GENWRIGHT: Core Specialist / Clinic Classroom Leader, Instructor Learning Leader - Full Time Licensed Cosmetology Instructor
State of Delaware Cosmetology Instructor
License # M5-0002780
Vera specializes in the Esthetics Program, but also teaches in the Cosmetology Program.

KEONA CARTER-LOUBON: Esthetics Instructor - Full Time
Licensed Esthetics Instructor
State of Delaware Esthetics Instructor
License # MM-0010022
Keona specializes & teaches in the Esthetics program.

CAMILLA JONES: Clinic Classroom Leader - Part Time
Licensed Cosmetology Instructor
State of Delaware Cosmetology Instructor
License # M5-0012908
Camilla specializes in Spa, Texture & teaches in the Esthetics Program. She is also a Salon Owner.

SUBSTITUTE LEARNING LEADERS:

DANA BELL- Clinic Classroom Leader - Part Time
Licensed Cosmetologist Instructor
State of Delaware Cosmetology Instructor
License # M5-0002779
A previous salon owner, Dana taught Theory, Texture and in the Clinic Classroom at Paul Mitchell The School - Delaware. Now Dana will substitute when needed.

ADMISSIONS

ADMISSION REQUIREMENTS - HIGH SCHOOL EDUCATION AND EQUIVALENTS

To qualify for admission to Paul Mitchell The School - Delaware, 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:

i. Have a high school diploma (this can be from a foreign school if it is equivalent to a U.S. high school diploma); or
ii. 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
iii. Have completed homeschooling at the secondary level as defined by state law; or
iv. 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
v. Have successfully completed at least a two-year college-level program that is acceptable for credit towards a bachelor's degree or completion of an associate degree.

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:

i. The school would to 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;
ii. 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;
iii. 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, the prospective student will not be accepted to the school.

ADMISSION PROCEDURES

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 for Admission**: Complete and submit the application for admission. The application for admission may be obtained from an admissions advisor.
2. **Pay the Application Fee**: The application fee of $25.00 can be paid in the form of cash, credit card or personal check payable to Paul Mitchell The School - Delaware. A application for admission 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 applicants must complete an interview with an admission's 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
   - National identification card (Consulate, Permanent Resident Card, Immigrant Visa Card, Employment Authorization Card)
   - Tribal Photo ID (no photocopies accepted)
   - Government-issued military ID – Acceptable military IDs:
     - The Veteran Health Identification Card (VHIC)
     - Veteran Identification Card (VIC)
     - Personal Identity Verification Card (PIV)

     **Photocopying of military identification cards for the purpose of receiving federal benefits other than military-related benefits is not authorized and therefore is unacceptable proof of identification. For this reason, any other form of military ID cards is unacceptable.*

     Photo IDs must contain:

     i. Applicant Students Full Name
     ii. Contain a photograph of the applicant
     iii. Be an original document
     iv. Be Current and valid: expired documents are not acceptable
     v. Match the name used in the application
        a. If name has changed, supporting documentation including but not limited to marriage certificate, court approval documentation or related documents are required.
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 Delaware 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.

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.

6. **Instructor Program**: Only applicants applying to the instructor program must provide a copy of a valid and current Delaware cosmetology license.

Paul Mitchell The School - Delaware 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 - Delaware 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.

If an applicant is not admitted and wishes to appeal the decision, they may write a letter/email to the School Director. After evaluating the reasons for denial, the School Director may either repeat the personal interview for a second opinion or provide a response to the applicant. Appeals will not be considered if an applicant is not admitted because they do not meet the minimum education requirements to be admitted or if they have provided false information during the admission process.

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.

If an applicant needs assistance in understanding how their visa status impacts their ability to receive federal financial aid or take the state licensure exam after completing their program, they should contact an admissions advisor.

Paul Mitchell The School - Delaware is not eligible to enroll international students studying under an 1-20 student visa.

RE-ENTRY STUDENTS

If a withdrawn student wishes to re-enter their program, they start the process by contacting the school's admission advisor.

Students who are withdrawn may re-enroll after 7 days if approved by the Director. The student will be assessed a $100 re-entry fee, unless a re-enrollment agreement was signed at the time of withdrawal. Both fees must be paid prior to re-entry and cannot be paid with federal financial aid.

Students who are approved to re-enter the program within 180 days of their last date of attendance must comply with the following requirements:

1. Pay all outstanding tuition, fees, and overtime expenses or make satisfactory payment arrangements with the Financial Services Advisor. Please note, overtime expenses cannot be paid with federal financial aid.
2. Previous tuition payments will be credited to the student's balance based upon the original contracted cost for the course.
3. Pay the $100.00 re-entry fee (unless a re-enrollment agreement was signed prior to withdrawing).
4. Re-entry students with less than 100% attendance at the time they withdrew will have 60 calendar days to raise their attendance to meet institutional attendance requirements.

Students who are approved to re-enter the program after 180 days of their last date of attendance must comply with the following requirements:

1. Pay all outstanding tuition, fees, and overtime expenses or make satisfactory payment arrangements with the Financial Services Advisor. Please note, overtime expenses cannot be paid with federal financial aid.
2. Tuition will be assessed at the current hourly rate.
3. If a re-entering student has previously used all their excused absences provided under their original enrollment agreement, the student will not receive any additional time for excused absences under the new re-enrollment agreement.
4. Students are required to purchase a kit if their current kit is not complete. Any missing kit items must be purchased.
5. Pay the $100.00 re-entry fee and submit a new application for admission.

6. Students who re-enter after 180 days must write an re-entry essay that demonstrates their commitment to completing the program.

The decision to allow a student to re-enter a program is at the sole discretion of Paul Mitchell The School - Delaware. Students will be notified in writing of the outcome of their request to re-enter the program.

Students who re-enter the program are placed in the same Satisfactory Academic Progress standing as when they left the school.

Members of the U.S. Armed Forces, including the reserve components of the National Guard, will be readmitted to their former program if they notify the admission team that the reason for their withdrawal is their service in the Armed Forces. Paul Mitchell The School - Delaware will make every reasonable attempt to accommodate services members who request an absence due to their service. Members of the U.S. Armed Forces will not be assessed the $100.00 re-entry fee.

TRANSFER OF CREDIT POLICIES

TRANSFER OF CREDIT POLICY - STUDENTS ENTERING THE SCHOOL

Paul Mitchell The School - Delaware 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.

Paul Mitchell The School - Delaware does not award clock hour credits for service in the armed forces, paid or unpaid employment, or other demonstrated competency.

TRANSFER OF CREDIT POLICY

Cosmetology

Cosmetology students transferring from another Paul Mitchell School.
If transferring from another Paul Mitchell School, all transfer hours will be accepted.

Cosmetology students transferring from a non-Paul Mitchell School.
A maximum of 420 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 1080 hours.

1. Pass a practical test with a minimum of 75% 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)
2. Pass a written exam with a minimum of 75% passing

Esthetics

Esthetics students transferring from another Paul Mitchell School.

If transferring from another Paul Mitchell School, all transfer hours will be accepted.

Esthetics 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 esthetics transfer students must complete a minimum of 400 hours.

1. Pass a practical test with a minimum of 75% based on the following criteria
    - Demonstrate State Board Sanitation and Disinfection
    - Basic Facial to include: Consultation, Cleanse, Skin Analysis, Exfoliation, Extractions, Mask, Moisturize and Protect
    - Wax: Brow Wax (hard wax or soft wax)
2. Pass a written exam with a minimum of 75% grade.

Instructor

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

TRANSFER OF CREDIT - CREDIT EARNED AT ANOTHER INSTITUTION

Paul Mitchell The School - Delaware 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. school will review course descriptions and any transcripts provided by the student to arrive at a final decision.

Courses taken at another institution must 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:

1. Inform the Admissions Leader during the application process requesting to transfer credit
2. 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 - Delaware is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the diploma you earn in Cosmetology and Instructor 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 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 Delaware Board of Barbering and Cosmetology to deny licensure. The Delaware Board of Barbering and Cosmetology denies licensure on the grounds that the applicant knowingly made a false statement of fact required to be revealed in the application for such license. Students who are not U.S. citizens or who do not have documented authority to work in the United States will not be eligible to apply to take the state licensure examination. Paul Mitchell The School - Delaware is not responsible for students denied licensure.

DISCLOSURE FOR PROGRAMS LEADING TO LICENSURE

The following programs offered at Paul Mitchell The School - Delaware lead to licensure in the state of Delaware: Cosmetology, Instructor, and Esthetics. 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 paulmitchell.edu 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.

ENROLLMENT INFORMATION

1. **Enrollment periods**: Paul Mitchell The School - Delaware usually begins a new cosmetology class about every eight (8) weeks and new instructors programs about every twenty-six (26) weeks, depending upon space availability.
2. **Holidays and school closures:**

Holiday	**Date**
New Year's Day	January 1, 2024
Martin Luther King Jr. Day	January 15, 2024
Memorial Day	May 27, 2024
Juneteenth	June 19, 2024
Independence Day	July 4-5, 2024
Labor Day	September 2, 2024

Holiday	Date
Thanksgiving Break	November 28-29, 2024
Christmas Break	December 23-27, 2024
New Year's Eve (Night School Only)	December 31, 2024

The school is open for business unless there is a declared State of Emergency.

In the event of a weather emergency, or disaster, all students should refer to the school's Web site or voice mail or social media page. A message will be placed on both notifying students and guests of the closing. The general rule to follow is that if the school is open, students are required to attend.

3. **Enrollment agreement:** Paul Mitchell The School - Delaware clearly outlines the obligation of both the school and the student in the enrollment agreement. A copy of the enrollment agreement and information covering costs and payment plans will be furnished to the student before the beginning of class attendance.
4. **Payment schedule**: Paul Mitchell The School - Delaware offers a variety of financial payment schedules. See Paul Mitchell The School - Delaware's Financial Services Leader for details.

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 Tuesday, September 17, 2024.

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

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

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 - Delaware 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 - Delaware has identified five overarching principles for student conduct:

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

3. **Sanitation and Personal Service Procedures:** Sanitation and personal service procedures have been established to comply with state laws and to provide a safe and clean service environment.
4. **Communication Guidelines and Professional Conduct**: It is the school's responsibility to provide a learning environment that is professional, positive, and conducive to learning. Staff and all contribute to a mutually respectful learning environment that fosters effective communication and professional conduct.
5. **Learning Participation Guidelines**: The learning participation guidelines have been established to provide a creative, fun, interactive, and collaborative learning environment that empowers students to act as 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 non-compliance 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 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 a behavior is sufficiently severe or repeated, a student may be terminated without notice.

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

1. Failure to follow the Dress Code: Future Professionals must be in dress code, as set forth in the Professional Development Guidelines. This includes wearing a nametag.
2. Malicious Gossip is defined as disseminating private information about another individual or group of individuals with the purpose or effect of causing harm.
3. Harassment includes but is not limited to verbal, psychological, graphic and/or written abuse directed at another, beyond a reasonable expression of opinion, which:
    a. Is threatening or carries with it the intention to do bodily harm; or
    b. 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 which is based upon a protected class as defined in the Protected Class Non- Discrimination Policy and Procedures is also prohibited conduct, but that type of harassment is covered in number 25 below; it is a separate offense from Harassment under this section and such conduct is investigated and adjudicated as provided in the Protected Class Non-Discrimination 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.
4. Coachable Attendance Violations
    a. Failing to Meet the Attendance Requirement: Monthly: a student must abide by the SAP Attendance Policy at in the Satisfactory Academic Progress Policy. Attendance will be checked monthly, falling below this percentage may result in an advisory.
    b. Not calling to report lateness or absence: Failure to provide proper notice of an absence or tardiness in accordance with the attendance policy.
    c. Excessive Tardiness: Being more than ten (10) minutes late to scheduled time on more than two (2) occasions in a thirty (30) day period.
    d. 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.
5. Academic Coaching

a. 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.
b. Failure to timely complete assignments: Each student is required to complete their assigned worksheets with set deadlines.
c. 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.
d. Failure to complete practical and academic assignments.

6. Parking Violation: Future Professionals must park in the area designated for Future Professionals to park.
7. This is a smoke-free campus. All smoking on campus is prohibited, including in the parking lot.
8. Violation of the School's Internet and Social Networking Policy: Use of school technology for non-educational purpose is prohibited.
9. Violation of this Future Professional Advisory Policy or School Standards at a school-sponsored event, externship, off-campus event, and/or fieldtrip.
10. Disruptive Behavior 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:
    a. Verbal abuse of or threatening the instructor or other students;
    b. Damaging classroom furniture or property;
    c. Damaging the property of another Future Professional or Instructor;
    d. Creating excessive noise;
    e. Refusal to comply with instructor direction;
    f. Persistently speaking without being recognized or called upon;
    g. Refusing to be seated;
    h. Unauthorized use of cell phones, laptops or other relevant technology; and
    i. 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.
11. Sleeping in class is prohibited.
12. 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; use physical presence or location to emphasize a point; rude, offensive, and/or abusive language; swearing/use of profanity; uncooperative behavior during regular activities or processes, and repeatedly speaking over others.
13. Lying to or dishonesty with an Administrator: providing false information to a School Administrator is prohibited.
14. Failing to be actively engaged in school-related activities. Future Professionals are expected to be continuously working on school-related projects, assignments, clinic practical worksheets, reading theory, or test preparation during school hours.
15. Failing to follow the Student Professional Guidelines.

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

16. 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.
17. Possession of Firearms, Explosives, and/or Weapons is prohibited:
    a. Firearms, Explosives, and Weapons are defined as an instrument, article or substance that is designed, used or likely to be used to cause bodily harm or property damage.
    b. Weapons include but are not limited to the following items: firearms, including rifles, shotguns, handguns; bowie, dirks and knives (other than kitchen knives), explosives, swords, nunchucks, throwing stars and other martial arts weapons, crossbows, compound bows, recurve bows, long bows, bear spray (however, pepper spray that is small, and for personal protection dispensers), BB guns, paintball guns, ammunition and non-functioning replicas that could be confused with actual firearms.
18. Time Clock Violations: The following behavior is prohibited:
    a. Clocking in or out for another Future Professional;
    b. Requesting another Future Professional clock you in or out;
    c. 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.
19. Cheating: 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, laboratory work or computer programs or files from other students.
20. 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.
21. 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.
22. Plagarism is presenting the work of another as one's own without proper acknowledgment. This includes copying worksheets or other materials turned in from another student.
23. Facilitating academic misconduct is the assistance in or attempting to assist another in plagiarism or cheating.
24. 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 worksheets.
25. Physical Violence, Physical Altercations and Threats of Violence or Threats of Physical Altercations are prohibited:

a. 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 causing a person to suffer actual physical injury.
b. Threats are words or actions that cause a reasonable expectation of injury to the health or safety of any person or damage to property.
c. Intimidation is defined as implied threats either verbally, in writing, or in person that cause a reasonable fear of harm in another.

26. Violation of the Protected Class Non-Discrimination Policy and Procedures
27. Violation of the Anti-Bullying Policy.
28. Violation any other matter covered by the Grievance Procedure.
29. Other Prohibited Conduct: The following is prohibited
    a. Engaging in behavior that constitutes a violation of federal, state, or local law on School premises or at a School sponsored event.
    b. Acting to impair, interfere with or obstruct the orderly conduct, processes, and functions of the School, including, but not limited to:
        i. Interference with the freedom of movement of any member or guest of the school.
        ii. Interference with the rights of others to enter, use, or leave a School facility, service, or activity.
        iii. Use of any public address systems without the express written permission of the Director.
        iv. 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.
        v. Failure to comply with any authorized sanction or condition related to the Code of Conduct, Anti-Bullying Policy, Grievance Procedure, and/or Protected Class Discrimination and Harassment Policy.
        vi. Trespassing or unauthorized entry into any School buildings or property; or
        vii. Unauthorized use or misuse or School names, trademarks, and images.
    c. Fire Safety Violations:
        i. Intentionally or recklessly causing a fire that damages School or personal property or which causes injury;
        ii. Failing to evacuate the School during a fire alarm;
        iii. Improper use of fire safety equipment; or
        iv. Tampering with or improperly engaging a fire alarm.
    d. Abuse of Process: The following behavior is prohibited:
        i. Falsification, distortion, or misrepresentation of information;
        ii. Failure to provide, destruction of, or concealing information during an investigation process;
        iii. Attempting to discourage an individual's proper participation in or use of the Code of Conduct or its process;
        iv. Harassment or intimidation of a witness to any alleged violation of any published policy, including the Code of Conduct; or
        v. 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:

A. The Future Professional must be current on all theory exams and academic assignments.
B. The Future Professional must conduct a personal interview with the School Director and/or Financial Aid Leader to determine the compliance for re-entry.
C. The Future Professional will be placed on probation for thirty (30) calendar days, during which time he or she 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.

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 non-appealable 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 Termination Appeal Form describing why they were terminated, along with supporting documentation of the reasons why the determination should be reversed, or 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 15 business days of receipt of the written appeal. This hearing will be attended by the student, parent/guardian (if the student is a dependent minor), the student's Learning Leader, the Future Professional Advisor, and/or the school Director. 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.

Certain Terminations are Final and are not Appealable

If a student is terminated for violations of the Protected Class Non-Discrimination Policy and Procedures, Anti-Bullying Policy, Physical Violence, Physical Altercations and Threats of Violence or Threats of Physical Altercations, Drug or Alcohol Violations, Weapons Violations, violations of the Anti-Bullying Policy such termination is final and may not be appealed separately pursuant to this section.

Return After Termination Appeal

The Future Professional will be placed on probation for thirty (30) calendar days, during which time he or she must strictly abide by all policies, rules, and regulations.

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

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

INDUSTRY REQUIREMENTS

Interested in pursuing a career in the beauty industry you should:

1. Develop finger dexterity and a sense of form and artistry.
2. Enjoy serving the public.
3. Stay aware of the latest fashions and beauty techniques.
4. Be committed to continuing education.
5. 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 makes lockers available to students to facilitate the daily storage of their learning materials and items related to their studies. Paul Mitchell The School manages lockers to ensure responsible use of property and for the health and safety of individuals.

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

GUIDELINES

1. Lockers will be issued to all students during Core. A locker number will be provided during Core. Assigned lockers may not be traded or changed unless approved by the school's administration.
2. Locker assignments are valid from the beginning of enrollment until the day of graduation or withdrawal. At that time, all locker contents must be removed. After that time, any lockers that have not yet been vacated will be emptied, and the contents stored for 60 days, at which time they become the property of the school.
3. 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.
4. Paul Mitchell The School is not in any way responsible for a locker's contents or liable for the loss of or damage to items stored in lockers. Students are required to maintain their locker's interior and exterior in a clean, neat and undamaged condition. Marking, defacing or graffiti on lockers is not acceptable.
5. No person shall store in a locker: weapons of any kind, explosives, prohibited drugs, illegal or illicit items or substances or other items deemed by Paul Mitchell The School to be harmful, offensive or inappropriate.
6. Paul Mitchell The School may in its sole discretion carry out or authorize searches/inspections for any reason. The following is a partial listing of examples of when Paul Mitchell The School will exercise its discretion without notice:
    a. Locker abandonment.
    b. Suspected contents that may be illegal, illicit or deemed by the school to be harmful, offensive or inappropriate.
    c. At the request of or generally in cooperation with law enforcement authorities.
    d. Investigative purposes related to suspected or alleged criminal, illegal, or inappropriate activities.
    e. Risk to the general good of the school.
    f. Risk to the general good of the student or student population.
    g. Unregistered locker.
    h. Physical damage to or defacing of the locker.
    i. Odors (spoiled/rancid food, garbage or smelly contents).
    j. Locker maintenance.
7. Paul Mitchell The School works with the local law enforcement authorities and maintains the right in the school's sole discretion to allow law enforcement to carry out specific and random searches/inspections of locker contents. Such searches/inspections may be carried out with or without notice to or in the presence of the locker's occupant. Such police activity may include but is not limited to: random drug or weapon searches of lockers, backpacks, book bags, brief cases, containers, jackets and winter coats.

MAKE-UP WORK

Students must complete all required assignments and tests. To accommodate students, Theory makeup test days are scheduled monthly. Students must complete makeup work at the scheduled time.

MEASURABLE PERFORMANCE OBJECTIVES

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

SAFETY PRECAUTIONS FOR THE BEAUTY INDUSTRY

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

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

SCHEDULE

Students may request a schedule change which will be considered on a case by case basis and may be granted depending on availability. 4 Day Core Students will not be charged for their first schedule change. For each additional schedule change that is granted, the student will be charged a fee of $75.00.

STUDENT PROFESSIONAL DEVELOPMENT GUIDELINES

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

Attendance and Documentation of Time

1. The school records attendance in clock hours and gives appropriate attendance credit for all hours attended. The school does not add or deduct attendance hours as a penalty. Attendance is calculated using a computerized timeclock. This device may consist of an app that can be used on your phone, a biometric scanner in the school, or similar device. To ensure proper credit for clock hours, full time 5-day students are required to clock in/out 4 times a day: when they arrive at school, when the leave for lunch, when they return for lunch, and when they leave at the end of the day. Full-time 3-day students will clock out 6 times a day: when they arrive at school, when the leave for lunch, when they return for lunch, when they leave for dinner break, when they return for dinner break, and when they leave at the end of the day. Part-time students are required to clock in/out 2 times a day: when they arrive at school and when they leave at the end of the day. Additionally, all students are also required to sign in/out upon entering and exiting the building. If a student fails to clock in or out for their schedule on the student timeclock, the student will not receive hours. If the student wishes to dispute any hours they feel earned, the student must provide documentation to verify attendance on the missing time form. The documentation would include the student sign in sheet, the specialty class attendance role, and/or the guest service summary. A student may not dispute attendance more than 30 days after the occurrence.

2. The school is open from 9:00 AM to 5:00 PM for day students, 9:00 AM to 8:00 PM for 3-day students, and 5:00 PM to 10:00 PM for part-time students.
3. All courses require continuous attendance.
4. The prescribed attendance schedule must be maintained each week.
5. Students must be on time, as tardiness inhibits the learning process. Students who are late for theory, a specialty class or a guest artist class may attend the class, but must be accompanied into the classroom by a learning leader. Students are never excused from mandatory theory class to work in the clinic classroom. Full Time and 3 Day Students are required to clock in by 9:00 am. Part time students are required to clock in by 5:00pm. Full Time and 3 day students arriving later than 09:15 am and 5:15pm for Part time will not be allowed to clock in for the day. Only students with a legitimate excuse for being late will be allowed to clock in for the day.
6. Students who are late or cannot attend school must contact the school and talk to the school service desk immediately. Day students must call in by 8:30 AM; night students must call in by 4:30 PM.
7. Students must request time off from school from the Future Professional Advisor or Education Leader.
8. Students are required to be in attendance minimum of seven (7) hours per day, 35 hours per week for full-time 5 day program, seven and a half (7.5) hours per day, 30 hours per week for the full-time 4 day program, and ten (10) hours a day, 30 hours a week for full time three day program students and five (5) hours a day, 20 hours a week for the part time program. There will be no school on holidays such as Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Break, Christmas Break, New Years Eve (for part time students only), and New Year's Day. These holidays will be set according to the calendar each year. Students cannot attend over 40 hours a week for time missed. If students miss hours at any time, they may sign up "drop in" to make up the time.
9. Students attend Core the first 210 clock hours for cosmetology and 190 clock hours for esthetics of enrollment. During this time the student must maintain a monthly attendance of 80%. If at the conclusion of the month, the student's progress report is not 80% attendance, the student may be dropped from the program and asked to re-enroll in the next class start date.
10. Lunches and breaks are scheduled for all students. Day and Three (3) Day students will take 30 minutes between 11:30 am-1:00 pm according to their schedule or their clinic booking. Students should communicate with their instructors if they have not had lunch by 1:00 pm. Three (3) day students will also have a 30 minute dinner break 5:00-5:30 pm according to their clinic booking. Students should communicate with their instructors if they have not had a dinner break by 5:30 pm. Night students will take a 20 min break.

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

Student Schedule	Breaks	Lunch
10 hr/day	15 min. in the morning & 15 min in the afternoon	30 min. lunch, 30 min. dinner
7 or 7 1/2 hr/day	15 min. in the morning & 15 min in afternoon	30 min. lunch
5 hr/day	20 min at mid-point of schedule	n/a

11. Documentation of time: Students may not leave the school premises during regular hours without an instructor's permission.
    a. All full-time students who leave school premises for more than 15 minutes or those who leave early must document their time by clocking out on the time clock, signing the sign-out sheet, and having an instructor book them out.
    b. Part-time students who leave school premises for more than 20 minutes must sign the the sign-out sheet, and having an instructor book them out.
    c. All full-time students who leave school premises for less than 15 minutes must sign the sign-out sheet.
    d. Full-time 4 and 5-day students must clock out on time clock for lunch for 30 minutes everyday. Students will not receive credit for the 30 minutes if they fail to clock in/out for lunch.

e. Full-time 3-day students must clock out on the time clock for lunch for 30 minutes and minutes for dinner every day. Students will not receive credit for the 30 minutes if they fail to clock in/out for lunch.

12. Students may not clock in/out or sign in/out for another student.
13. Students must keep a record of all services each day on the "service tracking sheet," which must be completed daily and turned in every month.

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

1. Future Professionals must wear all black. Esthetic's must wear all black scrubs.
2. Phase Two Future Professionals and Instructors in Training may wear black, gray, or white in any combination.
3. Clothing should be professional and clean.
4. Shoes can be any color, closed toe, professional, practical, and comfortable.
5. Hair should be styled prior to arriving at the school.
6. Any cosmetics should be applied prior to arriving at the school.
7. The following is a list of acceptable dress:
    a. 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.
    b. Sweatshirts, printed T-shirts and/or jackets with the Paul Mitchell logo, the school logo, and logos of other approved PMAE vendor may be worn.
    c. Stylish hats, scarves, and Headbands.
    d. Shorts and/or skirts that fall to the knees.
    e. Tights or leggings should be worn with skirts or dresses that fall above the knees for all Future Professionals.
    f. A Name tag — as provided by the school. All Future Professionals are required to wear a name tag while in attendance.

The following is a list of unacceptable dress for all Future Professionals in attendance:

a. Slippers, moccasin shoes or boots, Uggs (class Ugg like), foot thongs, beach sandals, or garden crocs.
b. Ponytails
c. Sleeveless tops, Tank tops, spaghetti string tops, or belly shirts.
d. Sweatpants, Hooded sweatshirts, tops or jackets.
e. Sweatshirts, jackets and printed T-shirts other than those with the Paul Mitchell logo, the school logos or a PMAE approved vendor logo.
f. Shorts and/or skirts that fall above the knee when standing up.
g. Baseball hats, visors, bandanas, caps, beanies, or headwraps.
h. Spandex or biking shorts (biker shorts).
i. Headphones, headgear, and/or earphones are not permitted in the classroom or the clinic classroom.
j. Sunglasses.

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

Casual for a Cause Guidelines: Participation in Casual for A Cause allows you to wear blue jeans for the day!

Sanitation and Personal Services

1. Future Professionals must keep workstations and classroom areas clean, sanitary, and clutter-free at all times.
2. Future Professionals must clean their stations in the clinic classroom, including the floor, after each service.
3. Hair must be swept up immediately after a service is completed, before blow-drying.
4. Clinic stations must be cleaned at the end of the day, prior to clocking out for the day.

5. Future Professionals may receive services on Tuesday through Thursday. To receive a service, students must do the following prior to starting the service:
    a. Notify a Learning Leader.
    b. Be scheduled off the service books by a Learning Leader.
    c. Pay for service supplies including perms, color, lightener, rinses, conditioning, treatments, manicures, nails, etc.
    d. Personal services are considered rewards and scheduled for Future Professionals who are up to date with all projects, tests, and practical skill assessments. School assignments and successful learning are the priority.
    e. Those who are on Back on Track may perform a service on another Future Professional who is not on Back on Track.

Communication Guidelines and Professional Conduct

1. Visitors are allowed in the service reception area only. Visitors are not allowed in the classrooms, student lounge, or clinic classroom area.
2. Only emergency calls are permitted on the business phone. Students may use the student phones for a limited time. Please keep your calls to three (3) minutes or less.
3. Cell phones are permitted in assigned areas of the school.
4. Future Professionals may not visit with another Future Professional who is servicing a service guest.
5. Future Professionals may not gather around the service desk, service reception area, or offices.
6. Food, drinks, and water bottles are allowed only in the lunchroom.
7. The school is a smoke-free campus.
8. Stealing or taking school property or another's personal property is unacceptable and grounds for termination.
9. 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. Peer teaching and tutoring are encouraged. Taking credit for another's work or cheating during exams is unacceptable.
2. Future Professionals will be expected to maintain an average of 75% on all theory tests and assignments.
3. Future Professionals may not be released from required theory class to take a client.
4. Only desk personnel may schedule or change client service appointments.
5. All services must be checked and the service ticket initialed by an Learning Leaders.
6. Future Professionals are expected to be continuously working on school-related projects, assignments, reading, or test preparation during school hours.
7. Future Professionals will receive clock hours during the times they fully participate in their learning experience.
8. When Future Professionals are not scheduled with service appointments or are not scheduled to attend theory or a specialty class, mini class or learning center, they may focus on the following:
    a. Completion of practical skill assessments through CourseKey
    b. Completion of theory review worksheets
    c. Performing a service on another Future Professionals
    d. Listening to or reading school resource center materials, including educational videos, audiotapes, and books
9. Future Professionals must comply with school personnel and instructor's assignments and requests as required by the curriculum and student guidelines and rules.
10. Future Professionals may not perform hair, skin, or nail services outside of school unless authorized to do so by school administration. Conducting unauthorized hair, skin, or nail services outside of school will be reported to the state board and may result in your inability to receive a professional license.

11. Future Professionals are responsible for their own equipment and may use a station drawer only while working at that station. All equipment, tools, and personal items must be secured in their assigned locker. Paul Mitchell The School - Delaware is not responsible for any lost or stolen articles.
12. Parking is allowed in assigned parking areas only or cars may be towed at the owner's expense.
13. All clinic practical worksheets are due on the assigned day of each month by 4:30 PM for day students, 8:00 PM for three (3) day students, and 10:00 PM for night students.
14. If a Future Professional fails to complete the practical skill assessments or required weekly theory hours 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 Professional fails to pass the Core written and/or practical exam on their second attempt, they may be asked to withdraw from the program and re-start in the next class start date.
16. Theory Class: The school requires a Future Professional to complete all theory hours as part of their graduation requirements. Refer to the graduation requirements.

STUDENT SERVICES

1. **Housing**: Paul Mitchell The School - Delaware keeps a file of information about housing in the surrounding areas.
2. **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 - Delaware also gives advice and information to students on these subjects:
    a. Regulations governing licensure to practice, including reciprocity among jurisdictions.
    b. Assistance with resume and job search.
    c. Opportunities for continuing education following graduation.
    d. Assistance with the financial aid process
3. **Mental Health Counseling:** If referral to professional assistance is necessary, the school maintains a record of such referral.
    a. Referrals to mental health counseling.
    b. Assistance for students with disabilities.

VOTER REGISTRATION

Students are encouraged to register to vote in State and Federal Elections. Voter Registration and Election Date information for the state of Delaware can be found at http://elections.delaware.gov/index.shtml.

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.

INSTRUCTIONAL TECHNIQUES AND METHODS

The 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 lecture, demonstration, and student participation. Audio-visual aids, guest speakers, field trips, and other related learning methods are used in the course.

IPAD USAGE POLICY

IPads are to be utilized for educational purposes when in use at Paul Mitchell The School - Delaware. Students are not permitted to use their iPad for personal use during educational classes, including but not limited to: theory, specialty class, mini classes and in the clinic classroom.

COSMETOLOGY PROGRAM

COSMETOLOGY COURSE INFORMATION

COSMETOLOGY COURSE DESCRIPTION

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

The curriculum involves 1500 hours to satisfy Delaware 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 cosmetologist.

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

COSMETOLOGY COURSE OVERVIEW

Course Hours: 1500 clock hours

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

1. **Pre-clinical Classroom Instruction**: The first 280 hours are devoted to classroom workshops where students learn design principles, technical information, and professional practices.
2. **Clinic Classroom Learning Experience**: The remaining 1220 hours are spent in the clinic area where practical experience is gained.

COSMETOLOGY COURSE OUTLINE

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

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

6. **Creative Curriculum**: You will spend your last 750 hours at Paul Mitchell The School - Delaware in “high gear” by dressing, acting, and working like a true professional. You will use your own artistic and creative abilities, coupled with the assistance of the Learning Leaders, to prepare yourself for your future beauty industry career.

COSMETOLOGY COURSE SUBJECTS

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

Subjects of Instruction	**Minimum Theory Required**
Orientation	7
General Science	38
Hair Care	65
Skin Care	10
Nail Care	15
Business Skills	15
Unassigned	288
TOTAL HOURS	**438**

The remaining 1062 hours will be spent on the clinic classroom completing the following requirements:

Service	**Minimum Practical Required**
Disinfection & Sanitation	15
Wet Hairstyling	100
Hairstyling, including Thermal Pressing and Ironing	90
Perms	110
Chemical Straightening	35
Haircutting	100
Hair Color and Hair Lightening	100
Hair and Scalp Treatments	10
Eyebrows	10
Make-up	20
Manicure	20
Facials	20
Concierge Team / elective	
Unassigned	112
Communication Skills, Professional Ethics, Salesmanship, Decorum, Record Keeping and Client Record Cards	320
TOTAL HOURS	**1062**

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

The following tests and grading procedures are used to assess student learning and mastery of course content in the 1500-hour course:

1. **Academic theory exams**: Students must receive a grade of 75% or higher on each assigned theory exam.

2. **Core written and practical skills evaluation**: Students must receive a grade of 75% 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 75% 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 exam 1**: This test covers an overview of all related cosmetology subjects (e.g., anatomy, chemistry, etc.). Students must receive a grade of 75% or higher on all final exams.
4. **Final exam 2**: The written exam covers an overview of all theory instruction, Delaware state law, and other items covered on the state cosmetology exam. Students must receive a grade of 75% or higher on all final exams.
5. **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.
6. **Practical skills test (mock state board)**: Students must receive a 75% or higher grade on all final tests.

AREAS OF EVALUATION - COSMETOLOGY

Core	Adaptive	Creative
Core Written Exams	Texture Evaluation	Texture Evaluation
Core Practical Exams	Color Evaluation	Color Evaluation
Coursekey Skills Assessments checklists	Cutting Evaluation	Cutting Evaluation
	Theory Knowledge Inventory	Theory Knowledge Inventory
	Coursekey Skills Assessments checklists	Coursekey Skills Assessments checklists
		Mock Written & Practical Evaluations

COSMETOLOGY 2024 CLASS START DATES

Option	Dates
FULL TIME 4-DAY SCHOOL:	January 23, March 26, May 21, July 23, September 17, November 19
FULL TIME 3-DAY SCHOOL:	January 23, March 26, May 21, July 23, September 17, November 19
PART TIME SCHOOL:	April 15, July 22, September 9, October 7

COSMETOLOGY COURSE SCHEDULE

COSMETOLOGY DAY SCHOOL

Option	Days	Times	Hrs/Day	Hrs/Wk
Core and Protege Schedule*	Tuesday - Friday	9:00 AM - 5:00 PM	7.5 hours per day	30 hours per week
4 Day Adaptive & Creative Schedule	Tuesday - Friday	9:00 AM - 5:00 PM	7.5 hours per day	30 hours per week
3 Day Adaptive & Creative Schedule	Tuesday - Thursday	9:00 AM - 8:00 PM	10 hours per day	30 hours per week

**All day students must follow the Core/Protege schedule. After the student completes Core and Protege, the student's schedule will change to the original desired schedule.*

COSMETOLOGY NIGHT SCHOOL

Option	Days	Times	Hrs/Day	Hrs/Wk
Core and Protege Schedule	Monday - Thursday	5:00 PM - 10:00 PM	5 hours per day	20 hours per week
Adaptive & Creative Schedule	Monday - Thursday	5:00 PM - 10:00 PM	5 hours per day	20 hours per week

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 - Delaware.

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	$17,150.00
Application Fee ***(nonrefundable)***	25.00
Registration Fee	75.00
Technical Kit*	2,421.00
Textbook ***(nonrefundable)***	480.00
Digital Kit ***(nonrefundable)***	399.00
TOTAL COSTS	**$20,550.00**

Program	**Per Clock Hour Rate (Transfer and Re-Entry Students Only)**
Cosmetology 1500	$13.00

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.

Please contact the school's Financial Services Leader for payment options. The school accepts cash, credit card, cashier check and money order payments. Financial aid recipients understand that monies received on their behalf are applied first to tuition costs. Any remaining funds available for the student will be paid to the student only at which time the course costs have been paid in full. There will be a $25.00 late fee charged for all payments made after the due date.

**3% Credit Card Fees apply.*

Financial aid available to those who qualify (cosmetology program only).

For VA students- Paul Mitchell The School- Delaware does not impose any penalty, including the assessment of late fees; the denial of access to classes, institutional facilities; or require any covered claimant to borrow additional funds due to delayed tuition payments from the VA. Per VA regulation, only mandatory fees may be billed to the VA. The cost of the Kit, Books and iPad, while required for enrollment, do not qualify as mandatory fees in such that the school gives students the option to purchase the kit from other sources other than the school. Students utilizing VA benefits will be responsible for arranging alternate payment for these items.

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 STUDENT TEXTBOOKS AND KITS

Students will only be allowed to use Paul Mitchell technical kits and equipment while enrolled at the School. Students may purchase the Paul Mitchell Technical kit in its entirety from the School, or the individual contents may be purchased independently. Students are responsible to purchase a Paul Mitchell Technical Kit at an additional cost apart from the tuition. Please note that Students are responsible for the purchase of personal stationery supplies.

If purchased independently, the items must meet the criteria listed on the School's Technical Kit List. The most recent Technical Kit list can be requested from the School. If the student needs to replace a technical kit or equipment item at any time during his or her enrollment in the school, these items may be purchased through the School or independently. Technical kit contents and/or textbooks are subject to change.

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

All education apps will work on a compatible IOS device. If a Student has access to a compatible IOS device, an iPad purchase may not be necessary.

Right to Independent Purchase of iPad, Textbooks and Technical Kit: Any Student who desires to independently purchase their iPad, textbook or technical kit from a source other than the School has the right to do so. A Student who chooses to do this should notify the School prior to signing the enrollment agreement.

Per VA regulation, only mandatory fees may be billed to the VA. The cost of our Technical Kit, Textbooks and Digital Kit are not mandatory fees and as such cannot be charged to the VA. Students utilizing VA benefits will be responsible for arranging alternate payments for these costs.

GRADUATION INFORMATION

GRADUATION REQUIREMENTS

The Student must complete the following graduation requirements:

1. Complete the required number of program clock hours.
2. Complete and submit all skill practical assessments through CourseKey, to demonstrate completion of State requirements.
3. Pass the school's final written and practical exams.
4. Complete the required theory hours and pass all written theory exams.

Upon meeting all requirements listed above for graduation, the student will receive a Certificate of Completion. Students may also request an official current transcript from the school, at any time during or after graduation.

Upon graduation, the school will issue one (1) transcript to the student free of charge. Other than that, any transcript requests made by the student or a third party will be charged a $15.00 fee as of the date of the request.

Paul Mitchell The School - Delaware reserves the right to hold on graduating a student if the student fails to complete all listed requirements, or fails to pass the written and practical exams, as determined by the school.

CAREER SERVICES

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

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

Employment and Career Opportunities for Barber, Hairdresser, Hairstylist and Cosmetologist:		
Hairstylist	Color Stylist	Makeup Artist
Nail Technician	Educator	Salon Owner or Manager
Product Trainer	Platform Artist	Esthetician

Employment and Career Opportunities for Esthetics:		
Esthetician	Salon or Spa Owner	Educator or Instructor
Free-lance Esthetician	Salesperson/Retail Specialist	Manufacturer's Representative
Makeup Artist	State Board Examiner	Stage and Film Makeup Artist
State Board Inspector	Cruise Ship	Trade Publication Writer

Employment and Career Opportunities for Instructors:		
Hair Stylist	Color Stylist	Educator
Salon Owner or Manager	Product Trainer	Platform Artist

As an example, the average income for a licensed Cosmetologist, as reported by the Bureau of Labor Statistics in May 2022, ranges from $21,800 to $60,080.

As an example, the average income for a licensed Esthetician, as reported by the Bureau of Labor Statistics in May 2022, ranges from $25,540 to $79,300.

As an example, the average income for a licensed instructor, as reported by the Bureau of Labor Statistics in May 2022, ranges from $37,680 to $102,330.

Students can refer to the Bureau of Labor Statistics website http://www.bls.gov for additional information regarding employment opportunities and availability.

GRADUATES COMPLETING A PROGRAM AND REENROLLING IN A NEW PROGRAM

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

INSTRUCTOR PROGRAM

INSTRUCTOR COURSE INFORMATION

INSTRUCTOR COURSE DESCRIPTION

Instructor: ***Standard Occupational Classification (SOC 25-1194.00)***
Classification of Instructional Programs (CIP 12.0413)

The curriculum involves 500 hours with less than two (2) years of experience behind the chair / 250 hours with two (2) or more years of experience behind the chair to satisfy Delaware state requirements. The course educates prospective instructors cosmetology/esthetics teachers to address the needs of students in the classroom and the clinic floor. Prospective instructor learn to utilize a system of forward-focused thinking and front-end coaching. By learning the methods of teaching cosmetology, the prospective instructor learn to engage students in the learning process and stimulate the discovery process with visuals, music, and/or hands-on activities.

Graduates are prepared to be entry level instructors.

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

INSTRUCTOR COURSE OVERVIEW

Course Hours: 500 hours with less than 2 years' experience behind the chair
250 hours with more than 2 years' experience behind the chair

The instructor program course is divided into two designations: Pre-clinical Classroom Instruction and Clinic Learning Experience.

In the 500-hour instructor course, the first 150 hours are devoted to classroom and theory workshops where students learn design principles, technical information, and professional practices. The remaining 350 hours are spent in the clinic area where practical experience is gained.

In the 250-hour instructor course, the first 50 hours are devoted to classroom and theory workshops where students learn design principles, technical information, and professional practices. The remaining 200 hours are spent in the clinic area where practical experience is gained.

INSTRUCTOR COURSE OUTLINE

Your time in the Paul Mitchell The School - Delaware instructor program course will be divided into two designations:

1. **Pre-clinical Classroom Instruction**: This section is a refresher on cosmetology skills and focuses on the theory of teaching, using *Milady's Master Educator* Textbook, including weekly tests.
2. **Clinic Learning Experience**: You will learn to write lesson plans and do actual teaching from your lesson plans. There will be a practical teaching evaluation of your teaching skills.

INSTRUCTOR 500 HOURS COURSE SUBJECTS

The instructional program of Paul Mitchell The School - Delaware meets or exceeds the state requirements. The instructor course is divided into Postgraduate Training, Psychology and Methodology, and Student Teaching:

Subject	Hours
Orientation	7
Communication & Professional Ethics	43
Methods of Teaching	200
Student Clinic / Salon Management	100

Subject	Hours
Instruction and Theory	150
TOTAL HOURS	**500**

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.

INSTRUCTOR 250 HOURS COURSE SUBJECTS

The instructional program of Paul Mitchell The School - Delaware meets or exceeds the state requirements. The instructor course is divided into Postgraduate Training, Psychology and Methodology, and Student Teaching:

Subject	Hours
Orientation	7
Communication & Professional Ethics	18
Methods of Teaching	100
Student Clinic / Salon Management	50
Instruction and Theory	75
TOTAL HOURS	**250**

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.

INSTRUCTOR PROGRAM TESTING AND GRADING PROCEDURE

The following tests and grading procedures are used to assess student learning and mastery of course content in the 250-hour and 500-hour courses:

1. Students must receive a grade of 75% or higher on each theory exam. Theory exams cover a review of *Milady's Master Educator Student Course Book.*
2. Assessment on Theory Lesson presentation. Student must receive a 75% or higher grade on all tests given.
3. Assessment on workshop practical presentation. Student must receive a 75% or higher grade on all tests given.
4. Mock state board covering lesson planning and practical skill assessment. Student must receive a 75% or higher grade on all tests given.

Areas of Evaluation 500 Hour Program Instructors Program	Areas of Evaluation 250 Hour Program Instructors Program
Theory Knowledge Inventory	Theory Knowledge Inventory
Instructor Classroom Evaluation	Instructor Classroom Evaluation
Instructor Clinic Classroom Evaluation	Instructor Clinic Classroom Evaluation
Skill Set Forms	Skill Set Forms
Instructor Training Program Worksheet	Instructor Training Program Worksheet
Mock State Board Written & Practical	Mock State Board Written & Practical

INSTRUCTOR 2024 CLASS START DATES

INSTRUCTOR (500 HOURS WITH LESS THAN 2 YEARS' EXPERIENCE)

Option	Dates
DAY AND NIGHT SCHOOL:	This program is by invitation only. Please see the school's Admissions Leader for specific start dates.

INSTRUCTOR (250 HOURS WITH 2 OR MORE YEARS' EXPERIENCE)

Option	Dates
DAY AND NIGHT SCHOOL:	This program is by invitation only. Please see the school's Admissions Leader for specific start dates.

INSTRUCTOR COURSE SCHEDULE

INSTRUCTOR'S PROGRAM 250 & 500 HOUR PART-TIME & FULL-TIME

Option	Days	Times	Hrs/Wk	Hrs/Wk
Instructor 500 hour	Monday	12:00 PM - 4:30 PM	Plus an additional 30.5 hrs per week for a total of 35 hrs per week	35 hours per week
Instructor 250 hour	Monday	12:00 PM - 4:30 PM	Plus an additional 15.5 hrs per week for a total of 20 hrs per week	20 hours per week

INSTRUCTOR 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 - Delaware.

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 – INSTRUCTOR (500 HOURS)	
Tuition	$6,043.75
Application Fee ***(nonrefundable)***	25.00
Registration Fee	75.00
Technical Kit *	136.25
Textbook ***(nonrefundable)***	270.00
TOTAL COSTS	**$6,550.00**

TUITION – INSTRUCTOR (250 HOURS)	
Tuition	$4,043.75
Application Fee ***(nonrefundable)***	25.00
Registration Fee	75.00
Technical Kit *	136.25
Textbook ***(nonrefundable)***	270.00
TOTAL COSTS	**$4,550.00**

Program	Per Clock Hour Rate (Transfer and Re-Entry Students Only)
Instructor 500	N/A
Instructor 250	N/A

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.

Please contact the school's Financial Services Leader for payment options. The school accepts cash, credit card, cashier check and money order payments. Financial aid recipients understand that monies received on their behalf

are applied first to tuition costs. Any remaining funds available for the student will be paid to the student only at which time the course costs have been paid in full. There will be a $25.00 late fee charged for all payments made after the due date.

**3% Credit Card Fees apply.*

Financial aid available to those who qualify (cosmetology program only.

For VA students- Paul Mitchell The School- Delaware does not impose any penalty, including the assessment of late fees; the denial of access to classes, institutional facilities; or require any covered claimant to borrow additional funds due to delayed tuition payments from the VA. Per VA regulation, only mandatory fees may be billed to the VA. The cost of the Kit, Books and iPad, while required for enrollment, do not qualify as mandatory fees in such that the school gives students the option to purchase the kit from other sources other than the school. Students utilizing VA benefits will be responsible for arranging alternate payment for these items.

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

INSTRUCTOR KIT AND TEXTBOOKS

INSTRUCTOR STUDENT TEXTBOOKS AND KITS

Students will only be allowed to use Paul Mitchell technical kits and equipment while enrolled at the School. Students may purchase the Paul Mitchell Technical kit in its entirety from the School, or the individual contents may be purchased independently. Students are responsible to purchase a Paul Mitchell Technical Kit at an additional cost apart from the tuition. Please note that Students are responsible for the purchase of personal stationery supplies.

If purchased independently, the items must meet the criteria listed on the School's Technical Kit List. The most recent Technical Kit list can be requested from the School. If the student needs to replace a technical kit or equipment item at any time during his or her enrollment in the school, these items may be purchased through the School or independently. Technical kit contents and/or textbooks are subject to change.

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

All education apps will work on a compatible IOS device. If a Student has access to a compatible IOS device, an iPad purchase may not be necessary.

Right to Independent Purchase of iPad, Textbooks and Technical Kit: Any Student who desires to independently purchase their iPad, textbook or technical kit from a source other than the School has the right to do so. A Student who chooses to do this should notify the School prior to signing the enrollment agreement.

Per VA regulation, only mandatory fees may be billed to the VA. The cost of our Technical Kit, Textbooks and Digital Kit are not mandatory fees and as such cannot be charged to the VA. Students utilizing VA benefits will be responsible for arranging alternate payments for these costs.

GRADUATION INFORMATION

GRADUATION REQUIREMENTS

The Student must complete the following graduation requirements:

1. Complete the required number of program clock hours.
2. Complete and submit all skill practical assessments through CourseKey, to demonstrate completion of State requirements.
3. Pass the school's final written and practical exams.
4. Complete the required theory hours and pass all written theory exams.

Upon meeting all requirements listed above for graduation, the student will receive a Certificate of Completion. Students may also request an official current transcript from the school, at any time during or after graduation.

Upon graduation, the school will issue one (1) transcript to the student free of charge. Other than that, any transcript requests made by the student or a third party will be charged a $15.00 fee as of the date of the request.

Paul Mitchell The School - Delaware reserves the right to hold on graduating a student if the student fails to complete all listed requirements, or fails to pass the written and practical exams, as determined by the school.

CAREER SERVICES

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

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

Employment and Career Opportunities for Barber, Hairdresser, Hairstylist and Cosmetologist:		
Hairstylist	Color Stylist	Makeup Artist
Nail Technician	Educator	Salon Owner or Manager
Product Trainer	Platform Artist	Esthetician

Employment and Career Opportunities for Esthetics:		
Esthetician	Salon or Spa Owner	Educator or Instructor
Free-lance Esthetician	Salesperson/Retail Specialist	Manufacturer's Representative
Makeup Artist	State Board Examiner	Stage and Film Makeup Artist
State Board Inspector	Cruise Ship	Trade Publication Writer

Employment and Career Opportunities for Instructors:		
Hair Stylist	Color Stylist	Educator
Salon Owner or Manager	Product Trainer	Platform Artist

As an example, the average income for a licensed Cosmetologist, as reported by the Bureau of Labor Statistics in May 2022, ranges from $21,800 to $60,080.

As an example, the average income for a licensed Esthetician, as reported by the Bureau of Labor Statistics in May 2022, ranges from $25,540 to $79,300.

As an example, the average income for a licensed instructor, as reported by the Bureau of Labor Statistics in May 2022, ranges from $37,680 to $102,330.

Students can refer to the Bureau of Labor Statistics website http://www.bls.gov for additional information regarding employment opportunities and availability.

GRADUATES COMPLETING A PROGRAM AND REENROLLING IN A NEW PROGRAM

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

ESTHETICS PROGRAM

ESTHETICS COURSE INFORMATION

ESTHETICS COURSE DESCRIPTION

Esthetics: *Standard Occupational Classification (SOC 39-5094.00)*

Classification of Instructional Programs (CIP 12.0409)

The curriculum involves 600 hours which meets Delaware 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, sanitation, state laws and regulations, salon-type administration, and job interviewing.

Graduates are prepared to be entry level estheticians.

This course 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 clinical service learning experiences.

1. **Pre-clinical Classroom Instruction:** The first 190 hours are devoted to classroom workshops where students learn design principles, technical information, and professional practices.
2. **Clinic Classroom Learning Experience**: The remaining 410 hours are spent in the clinic area where practical experience is gained.

ESTHETICS COURSE OUTLINE

Your time at Paul Mitchell The School - Delaware for the esthetics program will be divided into four designations:

1. **Core Curriculum:** This 190-hour time period is dedicated to exploring foundational knowledge and basic esthetics, facial, hair removal, and makeup procedures. You will receive individual attention in practical workshops, and you will complete monthly worksheets and periodic tests throughout the course. This is an intense and exciting portion of your experience.
2. **Clinic Classroom Learning Experience**: You will enter a new phase of specialty classroom workshops coupled with challenging practical services that will continue to build your skills as a future beauty industry professional.
3. **Classroom Learning Experience**: During this phase of your learning, you will be introduced to guest speakers, prescriptive (Take Home) selling, motivation, self-improvement, body treatments, and emerging technologies. You will use your own technical and therapeutic abilities, coupled with the assistance of Learning Leaders, to provide service to service guests. You will make discoveries and learn relationship-building skills that will guide your success in this exciting, diverse field.
4. **Creative Curriculum:** You will dress, act, and work like a true salon professional. You will use your own technical and therapeutic abilities, coupled with the assistance of Paul Mitchell The School Delaware Learning Leaders, to prepare for your future beauty industry career.

ESTHETICS COURSE SUBJECTS

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

Subjects of Instruction	Minimum Theory Required
Orientation	10

Subjects of Instruction	Minimum Theory Required
General Sciences	10
Esthetics	20
Skin Sciences	10
Business Skills	10
Make-up	20
Unassigned	130
TOTAL HOURS	**210**

The remaining 390 hours will be spent on the clinic classroom completing the following requirements:

Service	Minimum Practical Required
Disinfection and Sanitation	40
Manual, Electrical, and Chemical Facials	140
Preparation	20
Eyebrows	40
Make-up	150
TOTAL HOURS	**390**

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 used to assess student learning and mastery of course content in the 600-hour course:

1. **Academic theory exams**: Students must receive a grade of 75% or higher on each assigned theory exam.
2. **Core written and practical skills evaluation**: Students must receive a grade of 75% 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 75% 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 exam 1**: This test covers an overview of all related cosmetology subjects (e.g., anatomy, chemistry, etc.). Students must receive a grade of 75% or higher on all final exams.
4. **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.
5. **Practical skills test (mock state board)**: Students must receive a 75% or higher grade on all final tests.

Areas of Evaluation - Esthetics		
Core	**Adaptive**	**Creative**
Core Written Exams	Artificial Lash Evaluation	Artificial Lash Evaluation
Core Practical Exams	Cleansing Evaluation	Cleansing Evaluation
Basic Facial Evaluation	Hair Removal Evaluation	Hair Removal Evaluation
Core Skin Worksheet	Massage Technique Evaluation	Massage Technique Evaluation
	Theory Knowledge Inventory	Theory Knowledge Inventory

ESTHETICS 2024 CLASS START DATES

Option	Dates
FULL TIME 5-DAY SCHOOL:	February 26, March 26, May 21, July 23, September 17, November 19
PART TIME NIGHT SCHOOL:	June 10, September 9

ESTHETICS COURSE SCHEDULE

Option	Days	Times	Hrs/Day	Hrs/Wk
Esthetics Full-Time	Monday - Friday	9:00 AM - 4:30 PM	7 hours per day	35 hours per week
Esthetics Full-Time	Tuesday - Friday	9:00 AM - 5:00 PM	7.5 hours per day	30 hours per week
Esthetics Part-Time	Monday-Thursday	5:00 PM - 10:00 PM	5 hours per day	20 hours 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 - Delaware.

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	$9,000.00
Application Fee ***(nonrefundable)***	25.00
Registration Fee	75.00
Technical Kit*	2,011.00
Textbook ***(nonrefundable)***	480.00
Digital Kit ***(nonrefundable)***	399.00
TOTAL COSTS	**$11,990.00**

Program	Per Clock Hour Rate (Transfer and Re-Entry Students Only)
Esthetics 600	$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.

Please contact the school's Financial Services Leader for payment options. The school accepts cash, credit card, cashier check and money order payments. Financial aid recipients understand that monies received on their behalf are applied first to tuition costs. Any remaining funds available for the student will be paid to the student only at which time the course costs have been paid in full. There will be a $25.00 late fee charged for all payments made after the due date.

**3% Credit Card Fees apply.*

Financial aid available to those who qualify (cosmetology program only.

For VA students- Paul Mitchell The School- Delaware does not impose any penalty, including the assessment of late fees; the denial of access to classes, institutional facilities; or require any covered claimant to borrow additional funds

due to delayed tuition payments from the VA. Per VA regulation, only mandatory fees may be billed to the VA. The cost of the Kit, Books and iPad, while required for enrollment, do not qualify as mandatory fees in such that the school gives students the option to purchase the kit from other sources other than the school. Students utilizing VA benefits will be responsible for arranging alternate payment for these items.

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 STUDENT TEXTBOOKS AND KITS

Students will only be allowed to use Paul Mitchell technical kits and equipment while enrolled at the School. Students may purchase the Paul Mitchell Technical kit in its entirety from the School, or the individual contents may be purchased independently. Students are responsible to purchase a Paul Mitchell Technical Kit at an additional cost apart from the tuition. Please note that Students are responsible for the purchase of personal stationery supplies.

If purchased independently, the items must meet the criteria listed on the School's Technical Kit List. The most recent Technical Kit list can be requested from the School. If the student needs to replace a technical kit or equipment item at any time during his or her enrollment in the school, these items may be purchased through the School or independently. Technical kit contents and/or textbooks are subject to change.

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

All education apps will work on a compatible IOS device. If a Student has access to a compatible IOS device, an iPad purchase may not be necessary.

Right to Independent Purchase of iPad, Textbooks and Technical Kit: Any Student who desires to independently purchase their iPad, textbook or technical kit from a source other than the School has the right to do so. A Student who chooses to do this should notify the School prior to signing the enrollment agreement.

Per VA regulation, only mandatory fees may be billed to the VA. The cost of our Technical Kit, Textbooks and Digital Kit are not mandatory fees and as such cannot be charged to the VA. Students utilizing VA benefits will be responsible for arranging alternate payments for these costs.

GRADUATION INFORMATION

GRADUATION REQUIREMENTS

The Student must complete the following graduation requirements:

1. Complete the required number of program clock hours.
2. Complete and submit all skill practical assessments through CourseKey, to demonstrate completion of State requirements.
3. Pass the school's final written and practical exams.
4. Complete the required theory hours and pass all written theory exams.

Upon meeting all requirements listed above for graduation, the student will receive a Certificate of Completion. Students may also request an official current transcript from the school, at any time during or after graduation.

Upon graduation, the school will issue one (1) transcript to the student free of charge. Other than that, any transcript requests made by the student or a third party will be charged a $15.00 fee as of the date of the request.

Paul Mitchell The School - Delaware reserves the right to hold on graduating a student if the student fails to complete all listed requirements, or fails to pass the written and practical exams, as determined by the school.

CAREER SERVICES

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

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

Employment and Career Opportunities for Barber, Hairdresser, Hairstylist and Cosmetologist:		
Hairstylist	Color Stylist	Makeup Artist
Nail Technician	Educator	Salon Owner or Manager
Product Trainer	Platform Artist	Esthetician

Employment and Career Opportunities for Esthetics:		
Esthetician	Salon or Spa Owner	Educator or Instructor
Free-lance Esthetician	Salesperson/Retail Specialist	Manufacturer's Representative
Makeup Artist	State Board Examiner	Stage and Film Makeup Artist
State Board Inspector	Cruise Ship	Trade Publication Writer

Employment and Career Opportunities for Instructors:		
Hair Stylist	Color Stylist	Educator
Salon Owner or Manager	Product Trainer	Platform Artist

As an example, the average income for a licensed Cosmetologist, as reported by the Bureau of Labor Statistics in May 2022, ranges from $21,800 to $60,080.

As an example, the average income for a licensed Esthetician, as reported by the Bureau of Labor Statistics in May 2022, ranges from $25,540 to $79,300.

As an example, the average income for a licensed instructor, as reported by the Bureau of Labor Statistics in May 2022, ranges from $37,680 to $102,330.

Students can refer to the Bureau of Labor Statistics website http://www.bls.gov for additional information regarding employment opportunities and availability.

GRADUATES COMPLETING A PROGRAM AND REENROLLING IN A NEW PROGRAM

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

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.

i. Interest does not accrue on the Subsidized loan while you are enrolled at least half-time.
ii. 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.

i. Interest begins to accrue on the Unsubsidized loan from the date of the first disbursement.
ii. You are responsible for paying the interest on a Direct Unsubsidized Loan during all periods.
iii. 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.

i. Eligibility is not based on financial need and can be applied to cover the entire cost of attendance.
ii. A credit check is required. Borrowers who have an adverse credit history must meet additional requirements to qualify.
iii. 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

i. A student must be enrolled at least half-time to receive a federal student loan disbursement.
ii. Repayment of federal student loans begins 6 months after a student cease to be enrolled at least half-time. This 6-month period is called a grace period.
iii. 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.
iv. 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:

i. The entire unpaid balance of your loan and any interest you owe becomes immediately due (this is called "acceleration").
ii. You can no longer receive deferment or forbearance, and you lose eligibility for other benefits, such as the ability to choose a repayment plan.
iii. You lose eligibility for additional Federal Student aid.
iv. 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.
v. 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

i. Be a citizen or an eligible non-citizen of the United States
ii. 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)
iii. 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
iv. Be enrolled in an eligible program
v. Maintain satisfactory academic progress as described in the school policy
vi. Not owe a refund on a Federal Student grant or be in default of a Federal Student Loan
vii. Demonstrate Financial need
viii. 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:

i. Net Price Calculator Tool available at https://www.paulmitchell.edu/delaware 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.
ii. 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.
iii. 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 https://studentaid.gov/fsa-id/create-account/launch. 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
    1. Log on to https://studentaid.gov/
    2. 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:

        i. What a Direct Loan is and how the loan process works
        ii. Managing your education expenses

iii. Other financial resources to consider helping pay for your education
iv. 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.
v. 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 is disbursements are evaluated and paid at the end of every payment period, based on the student's satisfactory academic progress.

i. 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.
ii. 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.

i. 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
ii. 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.

i. Refunds begin to be issued within 14 days after the disbursement date.
ii. All funds issued to you by Paul Mitchell The School - Delaware 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 e mail sent to the Financial Services Leader at the School at the following e mail address ashleyw@delaware.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.

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:

1. The institutional charges multiplied by the unearned percentage of the Student's Title IV funds:
   or
2. 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.

INSTITUTIONAL REFUND POLICY

This policy applies to all terminations for any reason, by either party, including Student decision, course or program cancellation, or School closure.

1. Any monies due the applicant or student shall be refunded within 45 days of official cancellation or withdrawal. Official cancellation or withdrawal shall occur on the earlier of the dates that:
    a. An applicant is not accepted by the school. This applicant shall be entitled to a refund of all monies except a non-refundable application fee.
    b. A student (or in the case of a student under legal age, their parent or guardian) cancels the enrollment agreement and demands his/her money back in writing, within three (3) business days of signing the enrollment agreement regardless of whether or not the student has actually started training. In this case all monies collected by the school shall be refunded except a non-refundable application fee.
    c. A student who cancels the enrollment agreement after three (3) business days of signing the enrollment agreement, but prior to entering classes. In this case, the student is entitled to a refund of all monies paid to the school less an application fee of $25.00.
    d. A student notifies the institution of his/her official withdrawal in writing.
    e. A student on an approved leave of absence notifies the school that they will not be returning. The 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.
    f. Official cancellations or withdrawal, as defined in paragraphs b, c, d, or e, the cancellation date will be determined by the postmark on written notification, or the date said information is delivered to the school administrator/owner in person.
2. A student is expelled by the institution.
3. Unofficial withdrawals for clock hour students are determined by the school through monitoring clock hour attendance at least every fifteen (15) calendar days and a determination is made to withdraw a student who has been absent from school for fourteen (14) or more consecutive calendar days. The refund calculation will be based on the student last date of attendance.
4. Monies paid for student kit is non-refundable unless the student cancels within 3 (three) business days of signing the enrollment agreement or the student cancels prior to entering class.
5. Any monies due a student who withdraws from the institution shall be refunded within forty-five (45) calendar days of a determination that the student has withdrawn, whether official or unofficially.
6. When situations of mitigating circumstances are in evidence, such as serious illness, a disabling accident, or death in the immediate family, the school may make a settlement that is reasonable and fair to both parties.
7. All extra costs, such as books, equipment, graduation fees, application fee, rentals, and other such charges, that are not included in the tuition price are stated and any non-refundable items are identified.

8. If the school cancels a course and/or program subsequent to a student's enrollment, and before instruction in the course and/or program has begun, the school shall either provide a full refund of all monies paid or provide completion of the course and/or program.
9. If the school cancels and ceases to offer instruction of a course and/or program after the student has enrolled and instruction has begun, the school shall either provide a pro rata of all monies paid or provide completion of the course and/or program.
10. A student's account may be sent to collections for nonpayment.
11. If the school closes permanently and no longer offers instruction after a student has enrolled and instruction has begun, the school will provide a pro rata refund of tuition to the student.

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

Percentage Length Scheduled to Complete to Total Length of Course and/or Program	Amount of Total Tuition Owed to the School
0.01% - 100%	% of hours scheduled

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:

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. 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 - Delaware.

SCHOLARSHIPS

Only one scholarship will be awarded per qualified applicant.

Academic Achievement Scholarship

The Paul Mitchell Schools Academic Achievement Scholarship is offered to students with a 3.0 GPA or higher on their high school transcript.

- Students must have a valid high school diploma.
- Students must submit a sealed, official high school transcript via physical envelope or a digital credential service (e.g.,Parchment).
- Students are eligible for a one-time maximum award of $500.
- Students will be eligible to receive the non-cash award in two scholarship credits of $250 at the end of each applicable payment period.
- Students must maintain Satisfactory Academic Progress at the end of each applicable payment period to remain eligible.

Core Value Scholarship

The Core Value Scholarship is for students that have actively volunteered over 30 hours to support a community program in the one calendar year preceding the students start date.

- Students must submit an official letter from a registered non-profit organization confirming the student's participation and confirmation of hours completed.
- Students are eligible for a one-time maximum award of $500.
- Students will be eligible to receive the non cash award in two scholarship credits of $250 at the end of each applicable payment period.
- Students must maintain Satisfactory Academic Progress at the end of each applicable payment period to remain eligible.

Opportunity Scholarship

The Opportunity Scholarship is offered to students who are first-generation students. A first-generation student is defined as a student whose parents have no more than two years of education beyond high school and post-secondary degree.

- The FAFSA must indicate that neither parent's education level is above high school.
- Students are eligible for a one-time maximum award of $500.
- Students will be eligible to receive the non cash award in two scholarship credits of $250 at the end of each applicable payment period.
- Students must maintain Satisfactory Academic Progress at the end of each applicable payment period to remain eligible.

Military Member Surviving Dependents Scholarship

This scholarship is for the surviving dependents of a military member killed in the line of duty after 9/11/2001. Students will need to contact the local State Department of Veterans and Military Affairs to receive proper documentation.

- Students are eligible for a one-time maximum award of $500.
- Students will be eligible to receive the non cash award in two scholarship credits of $250 at the end of each applicable payment period.
- Students must maintain Satisfactory Academic Progress at the end of each applicable payment period to remain eligible.

Surviving Spouses & Children of Police Officers & Firefighters Scholarship

This tuition credit may be used by the children or surviving spouse of a police officer or firefighter who has been killed in the line of duty. Appropriate supporting documentation will be required.

- Students are eligible for a one-time maximum award of $500.
- Students will be eligible to receive the non cash award in two scholarship credits of $250 at the end of each applicable payment period.

- Students must maintain Satisfactory Academic Progress at the end of each applicable payment period to remain eligible.

SATISFACTORY ACADEMIC PROGRESS POLICY

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:

1. A minimum cumulative Theory grade level of 75% or higher.
2. A minimum cumulative academic level of 75% or higher on practical skill assessments.*
3. To determine whether a student meets the academic requirements for Satisfactory progress, theory and practical grades are averaged together to give a cumulative academic grade of 75% or higher.
4. A minimum cumulative attendance of 85% of their scheduled hours**

**To meet the state practical requirements for graduation, students must complete all assigned practical skill assessments. See LEARNING PARTICIPATION GUIDELINES.*

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

A student who has not achieved the minimum cumulative GPA of 75% and/or who has not successfully completed at least a cumulative rate of attendance of 85% 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 85% of the scheduled hours.

COURSE	LENGTH	MAXIMUM TIME FRAME
Cosmetology – 4 Day Full Time	50 Weeks	59 Weeks
Cosmetology - 3 Day Full Time	50 Weeks	59 Weeks
Cosmetology – Part Time	75 Weeks	88 Weeks
Instructor (500 hours) – Full Time	14 Weeks	17 Weeks
Instructor (500 hours) – Part Time	25 Weeks	29 Weeks
Instructor (250 hours) – Full Time	7 Weeks	8 Weeks
Instructor (250 hours) – Part Time	13 Weeks	15 Weeks
Esthetics – 5 Day Full Time	17 Weeks	20 Weeks

COURSE	LENGTH	MAXIMUM TIME FRAME
Esthetics – 4 Day Full Time	20 Weeks	24 Weeks
Esthetics - Part Time	30 Weeks	36 Weeks

The maximum time frame allowed for transfer students who need less than full course requirements or part time students will be determined based on 85% of the scheduled contracted hours. If any student enrolled fails to complete the program within the maximum time frame they will lose their eligibility for Title IV programs and will 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 completes are considered part of the Satisfactory Academic Progress calculation. For students with a disability that appeal, the student's disability will be considered as a factor towards maintaining Satisfactory Academic Progress.

IN-COMPLETES, WITHDRAWAL, OR REPETITIONS

If the student needs to take off more time than allotted in the contract or more than 14 consecutive calendar days, the student must take a leave of absence or withdraw and reenroll when ready to return. If a student needs more than 14 consecutive calendar days of time off then the student should take a leave of absence. Students who withdraw prior to completing the course of study and who wish to reenter will reenter at the same progress status as applicable at the time of withdrawal.

IN-COMPLETES, REPETITIONS, AND NON-CREDIT

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

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:

1. In accordance with Title IX (including for pregnancy and related conditions or other Title IX covered reasons)
2. If a student is called into active duty for the military.
3. COVID-19

These are the only times leave of absences are granted.

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

1. Complete and sign the school's Leave of Absence Request Form
2. Must state the reason for the (LOA)
3. Students who receive military orders must provide a copy of their military orders.
4. Be approved by the School's Future Professional Advisor and Financial Service Office.
5. Leaves must be a minimum of 14 days and a maximum of 60 days and must not exceed a total of 180 days in a 12-month period. 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.

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.

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 considered to have withdrawn from school as of that date the student began the LOA. The withdrawal date for the purpose of calculating a refund is always the student's last day of attendance.

For federal aid recipients, the student's payment period is suspended during the LOA and no federal financial aid will be disbursed to student while on a 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.

Due to unforeseen circumstances, the school may grant a LOA to a student in the case of an emergency, where the student is unable to complete the LOA request 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 request 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 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.

EVALUATION PROCEDURES AND REQUIRED LEVEL OF ACHIEVEMENT

The following programs receive Satisfactory Progress Evaluations in both attendance and academics.

Cosmetology 1500 clock hours
Instructor 250 clock hours
Instructor 500 clock hours
Esthetics 600 clock hours

The Satisfactory Progress Evaluation will occur when students reach the following actual hours and academic weeks:

Program Name	1st SAP Evaluation Period Ends	2nd SAP Evaluation Period Ends	3rd SAP Evaluation Period Ends
Cosmetology (20 hour schedule)	450 actual hours and 23 weeks	900 actual hours and 45 weeks	1200 actual hours and 60 weeks
Cosmetology (30 hour schedule)	450 actual hours and 15 weeks	900 actual hours and 30 weeks	1200 actual hours and 40 weeks
Instructor (500 hr.) (20 hour schedule)	250 actual hours and 13 weeks		
Instructor (500 hr.) (35 hour schedule)	250 actual hours and 8 weeks		
Instructor (250 hr.) (20 hour schedule)	125 actual hours and 7 weeks		
Instructor (250 hr.) (35 hour schedule)	125 actual hours and 4 weeks		

Program Name	1st SAP Evaluation Period Ends	2nd SAP Evaluation Period Ends	3rd SAP Evaluation Period Ends
Esthetics (35 hour schedule)	300 actual hours and 9 weeks		
Esthetics (30 hour schedule)	300 actual hours and 10 weeks		
Esthetics (20 hour schedule)	300 actual hours and 15 weeks		

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 85% cumulative attendance since the beginning of the course which indicates that, given the same attendance rate, the student will graduate within the maximum 117.65% 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 students 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 = 90 – 100% **B = 80 – 89%** **C = 75 – 79%** **Failing = Below 75%**

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

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

20 schedule = 45 academic weeks
30 schedule= 30 academic weeks
35 schedule = 26 academic weeks

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, if applicable, the student may be deemed ineligible to receive Title IV funds, if applicable.

RE-ESTABLISHMENT OF SATISFACTORY ACADEMIC PROGRESS

FOR THOSE WHO QUALIFY

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

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 upon appeal, 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 timeframe established for the individual student. Students who are progressing according to their specific academic plan will be considered making satisfactory academic progress. The student will be advised in writing of the actions required to attain satisfactory academic progress by the next evaluation.

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

APPEAL PROCEDURE

A student may appeal the Financial Aid ineligible decision if 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 a relative, an injury or illness of the student, or any other allowable special or mitigating circumstances.

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

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

VA SATISFACTORY ACADEMIC PROGRESS POLICY

Veteran students not meeting Satisfactory Academic Progress (SAP), will have their VA benefits terminated or withdrawn.

VETERANS AFFAIRS (VA) COMPLETION OF COURSE

1. The student only certifies for the clock hours need to complete the program. The VA does not pay for any additional clock hours past the students contract end date.
2. The student must complete the clock hours in the program within the required weeks as outlined on their enrollment contract program schedule.
3. The student's VA education benefits will conclude on the student's enrollment contract end date and no further funding will be paid towards the student's education.

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:

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

Students (or parents or guardians, if the student is a dependent minor) are guaranteed access to their school records, with a staff member present, within 45 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 the school may disclose personally identifiable information from the student's education records. The written consent must:

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

FERPA DISCLOSURES TO PARENTS

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

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

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

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

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

RELEASE OF INFORMATION TO REGULATORY AGENCIES

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

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

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

DISCLOSURES IN RESPONSE TO SUBPOENAS OR COURT ORDERS

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

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

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

DISCLOSURES FOR OTHER REASONS

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

DIRECTORY INFORMATION

Paul Mitchell The School - Delaware 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 six (6) 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 - Delaware 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. Each agency requires schools to provide important information regarding outcome rates in the areas of graduation, placement, and licensure; however,

each agency requires that we provide outcome rates differently. NACCAS requires schools to list the outcome rates for each main campus and all additional campuses as a whole. In this case, Paul Mitchell The School - Delaware is the only campus; the outcome rates provided are for Paul Mitchell The School - Delaware. NACCAS requires schools to list the outcome rates also by a related program. The U.S. Department of Education requires outcome rates be provided based upon this individual location which is listed below. Outcome rates have also been provided for the individual school you are interested in attending. If you have any questions regarding our outcome rates, please see our Admissions Team for assistance.

Paul Mitchell The School - Delaware performance statistics for the calendar year 2022:

Graduation	Placement	Licensure
68.24%	100%	93.94%

PROGRAM RATES

Graduation	Placement	Licensure
68.24%	100%	93.94%

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

2020-21 Graduation
64%

Paul Mitchell The School - Delaware 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:

Delaware Board of Barbering and Cosmetology
Cannon Building, Suite 203
861 Silver Lake Blvd.
Dover, DE 19904
(302) 744-4500

Delaware Department of Education, Private Business, and Trade Schools
401 Federal Street, Suite #2
Dover, DE 19901
(302) 739-4686

National Accrediting Commission of Career Arts & Sciences (NACCAS)
3015 Colvin Street
Alexandria, VA 22314
(703) 600-7600

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

MEMBERSHIP AFFILIATIONS

American Association of Cosmetology Schools (AACS)

Career Education College and Universities (CECU)

SCHOOL STANDARDS & POLICIES

POLICY AND PROCEDURES FOR FUTURE PROFESSIONALS WITH DISABILITIES

1. **Policy Statement**

Paul Mitchell The School - Delaware ("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:

Nicole Cebula
ADA/504 Compliance Coordinator
1420 Pulaski Highway, Newark, DE 19702
(302) 832-8418
nicolec@delaware.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 the 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 29, 2022.

SOCIAL NETWORKING POLICY

Paul Mitchell The School - Delaware 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, harrassment or engaging in conduct that would be unbecoming of a Paul Mitchell Future Professional and misrepresent Paul Mitchell culture. Paul Mitchell The School 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

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

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

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

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

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

ANTI-BULLYING POLICY

1. Purpose: Paul Mitchell The School - Delaware ("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:
    a. 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:

i. Causing a reasonable person to feel scared or fear harm to themselves or their property;
ii. Causing a reasonable person to experience a detrimental effect on their physical or mental health;
iii. Causing a reasonable person to experience interference with their academic performance; or
iv. 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.

b. 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:
   a. 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.
   b. 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 - Delaware'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 webpage 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 - Delaware 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 email.
- 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. 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 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.

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

Handling of Allegations

The school will investigate all complaints received. The school's grievance procedures are designed to ensure that the complaint process is free from conflicts of interest.

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, theDirector 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 Professionalswill 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.

How to file a complaint with DDOE:

Complaints can be filed with DDOE at https://www.doe.k12.de.us/cms/lib/DE01922744/Centricity/Domain/158/PBTS%20Complaint%20Form.pdf:

Private Business & Trade Schools
Delaware Department of Education
35 Commerce Way, Ste. #1
Dover, DE 19904
(302) 857-3313

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:

1. Go to https://naccas.org for a copy of NACCAS' complaint form.
2. An individual must complete the form and submit it to:
   NACCAS
   3015 Colvin Street
   Alexandria, VA 22314
3. "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."

   "The NACCAS complaint process is intended as a tool for NACCAS to monitor whether accredited schools are complying with NACCAS' accreditation standards. It is not designed or intended as a means for providing individual relief to the person filing the complaint. As detailed in NACCAS' Handbook, NACCAS' Board of Commissioners will not intervene on behalf of individuals in cases of disciplinary action or dismissal, or act as a court of appeals in such matters as admission, graduation, fees, or similar points of issue. If you are seeking relief for personal grievances against the institution identified in your complaint, you are advised to exercise your rights under the institution's internal grievance policy. If you are not satisfied with the results of that process, you may wish to consult with the state regulatory board or agency that licenses the institution concerning your rights under state law and regulations."
4. Upon conclusion of the investigation into any allegations, NACCAS will send the individual a letter notifying them of their decision.

PROTECTED CLASS NONDISCRIMINATION POLICY AND PROCEDURES

PROTECTED CLASS NONDISCRIMINATION POLICY AND PROCEDURES

The following is Paul Mitchell The School - Delaware's Nondiscrimination Policy and Procedures.

-May reference other policies and procedures, but this policy is only for protected class reports.

-Any reference to the School means “Paul Mitchell The School - Delaware”

-References to Policy in this document/policy mean this Protected Class Nondiscrimination Policy

I. Purpose

The 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 resolution process during what can be a difficult time for all involved.

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.

II. Notice of Nondiscrimination

The School does not discriminate in any education program or activity that it operates against any employee or student, applicant for employment, or applicant for admission on the basis of their actual or perceived Protected Class status.

The School recognizes the following Protected Classes:

- Race
- Religion
  Creed
- Color
- Ethnicity (including Ethnic Origin)
- National origin
- Ancestry,
- Citizenship Status
- Military or veteran status (including disabled veteran; recently separated veteran; active duty, wartime, or campaign badge veteran; and Armed Forces Service Medal Veteran)
- Physical or Mental Disability
- Medical Condition
- Marital Status
- Age
- Sex (including pregnancy, childbirth, or related medical conditions),
- Family responsibilities
- Sexual Orientation
- Gender Identity or Expression
- Genetic Information, or
- Any other basis protected by the federal, state, or local law (including protections for those opposing discrimination or participating in any resolution process within the institution, with the Equal Employment Opportunity Commission, and/or with another human/civil rights agency.

The School seeks to comply with all federal, state, and local laws, regulations, and ordinances prohibiting Protected Class discrimination in post-secondary education institutions.

This policy covers Protected Class nondiscrimination in both employment and access to educational opportunities. Therefore, any member of the School community who acts to deny, deprive, unreasonably interfere with or limit the education or employment benefits and/or opportunities of any member of the School's community, guest, or visitor on the basis is that person's actual or perceived Protected Class status.

The School has adopted policy and procedures that provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in the educational program or activity. The School follow this mandate to address any conduct that rises to the level of protected class discrimination (including any action that world be prohibited by Title IX or the Title IX regulations or sex-based harassment involving a student) as defined in this Policy of which it has Knowledge/Notice using the resolution process in this Nondiscrimination Policy and Procedures. If the conduct does not rise to the level of protected class discrimination under this policy, the School will take action as it deems appropriate under other applicable policies and procedures.

III. Nondiscrimination Contact Information

The School's Title IX Coordinator is the individual who is designated to address all allegations of protected class discrimination and harassment allegations, including allegations for sex discrimination, sex-based harassment, and disability-based allegations.

Title IX Coordinator Contact Information:

Ashley Ward Williams
1420 Pulaski Highway
Newark, DE 19702
ashleyw@delaware.paulmitchell.edu
302-832-8418

The Title IX Coordinator is responsible for providing nondiscrimination education and training; coordinating the School's timely, thorough, and fair response, investigation and resolution of all conduct that is prohibited under this Policy; and monitoring the effectiveness of this Policy and related procedures to ensure an education and employment environment free from protected class discrimination, harassment, and retaliation.

The School recognizes that allegations under this Policy may include multiple forms of protected class discrimination or harassment or also involve other School policies; may include individuals who are students, employees, or other members of the School community, and may require the simultaneous attention of multiple staff at the School. Accordingly, all School employees will share information, combine efforts, and collaborate to the maximum extent allowed by law and consistent with School policies to provide uniform, consistent, efficient, and effective responses to any alleged protected class discrimination, harassment, or retaliation.

IV. External Contact Information

Concerns about the School's application of this Policy and compliance with certain federal civil rights laws may also be addressed to:

Office for Civil Rights (OCR)

U.S. 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)

131 M Street, NE

Washington, DC 20507

Telephone: 202-921-3191 / 1-800-669-6820 (TTY) / 1-844-234-5122 (ASL Video Phone)

Email: info@eeoc.gov

Web: https://www.eeoc.gov/field-office

V. Protected Class Discrimination Mandated Reporting

Mandated Reporters

All School employees (including employees who are also students) are Mandated Reporters and are expected to promptly report all disclosed details or actual or suspected protected class

discrimination, harassment and/or retaliation to the Title IX Coordinator. The School does not have any confidential employees, therefore all employees are obligated to follow their Mandated Reporter obligations. There are some limited exceptions.

Certain types of privilege – such as attorney-client or spousal privilege - may exist between employees, though such instances are relatively limited . In the event that a legally recognized privilege exists, the Mandated Reporter does not need to report the information consistent with the Mandated Reporter policy, however the employee will provide the Complainant with the Title IX Coordinators contact information and offer options and resources without any obligation to inform an outside agency (except as required by state or federal law, e.g.: child abuse).

When a disclosure occurs at public awareness events, such as “Take Back the Night” marches or speak-outs, or through a School sponsored online platform (such as a College social media page), Mandated Reporters are required to share these disclosures with the Title IX Coordinator. Upon receipt, the Title IX Coordinator is not required to act in response to those disclosures unless the disclosure indicates an imminent and serious threat to the health or safety of a complainant, student, employee, or other person. Regardless, the Title IX Coordinator will collect information related to any such disclosures to help inform the College’s efforts to prevent sex-based harassment.

Supportive measures may be offered as a result of the mandated report, and do not always trigger an investigation or process being taken by the School.

Information shared with the Title IX Coordinator

Individuals may want to carefully consider whether to share personally identifiable details with Mandated Reporters, as those details must be shared with the Title IX Coordinator.

If a Complainant expects the School to initiate a process under this Policy and Procedure, we strongly recommend reporting directly to the Title IX Coordinator, however, reporting to any Mandated Reporter will also result in the information being reported to the Title IX Coordinator. The Title IX Coordinator can connect the Complainant with resources to report alleged crimes and/or Policy violations. There are times when the police may also be notified, if desired by the Complainant, based on the circumstances of the situation or if required by law.

Confidential Resources External to the School

Complainants may speak with individuals unaffiliated with the School without concern that Policy will require them to disclose information to the institution without permission:

Licensed professional counselors and other medical providers, Local rape crisis counselors, Domestic violence resources, Local or state assistance agencies, Clergy/Chaplains, and Attorneys.

These external parties are not required to report actual or suspected discrimination, harassment, or retaliation back to the School.

VI. Pregnancy

Please see the Pregnancy Policy in the Student Catalog.

VII. Disability Discrimination and Accommodation Policy

A. Overview

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.

The ADA (Americans with Disabilities Act of 1990, as amended)

Under the ADA and its amendments, a person has a disability that may qualify them for reasonable accommodation 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 seeing, hearing, speaking, breathing, performing manual tasks, walking, or caring for oneself.

The School has a publicly available Policy and Procedures for Future Professionals with Disabilities that outlines the way for a Future Professional to request accommodations. Most of the time, for individuals with hidden disabilities, such as learning disabilities, mental disorders, or chronic health conditions, it is reasonable and appropriate for the School to request current documentation that allows the School to establish the validity of the request for accommodations and identify what accommodations are reasonable through the interactive process.

Section 504 of the Rehabilitation Act of 1973

Section 504 is not part of the ADA; however, it protects similar rights for disabled people. Section 504 prohibits discrimination against people with disabilities and programs and activities funded by federal agencies this includes private post-secondary schools like this one.

B. ADA and 504 Coordinator Contact Information

The School has designated the following individuals who are responsible for the oversight of efforts to comply with these disability laws, including responding to grievances and conducting investigations of any allegation of noncompliance or discrimination based on disability.

The ADA/504 Coordinator (responsible for reasonable accommodations) is:

Nicole Cebula
ADA/504 Compliance Coordinator
1420 Pulaski Highway, Newark, DE 19702
(302) 832-8418
nicolec@delaware.paulmitchell.edu

Grievances related to disability status and/or accommodations will be addressed using the school's policies and procedures for students with disabilities.

For details relating to disability accommodations in the school's grievance procedures please see the ADA Disability Policy in the Catalog and on the Schools website.

Future Professionals with Disabilities Generally

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. Please

understand that the School's obligation and ability to provide accommodations may be different than what was provided in their K-12 schooling. For information related to these differences, please see this resource from the Department of Education. https://www2.ed.gov/about/offices/list/ocr/transition.html

Future Professionals with disabilities who wish to request reasonable accommodation (including academic adjustments, auxiliary aids, or modifications) must contact the school's ADA Coordinator. Future Professionals are required to provide documentation of their disability from a professional who has diagnosed and or treated their disability. The documentation submitted must be current.

Reasonable accommodations are made on an individualized basis. The School's Title IX Coordinator will review the documentation provided by the Future Professional and, in consultation with the Future Professional, will determine within ten (10) days which accommodations are reasonable and appropriate for the Future Professional, based on their need need within the academic

Disability Accommodations in the Nondiscrimination Process

The School is committed to providing reasonable accommodations and support to qualified future professionals, employees, and others with disabilities to ensure access to the schools non-discrimination process.

Anyone needing such accommodations or support should contact the ADA 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.

VIII. Glossary

The following definitions apply to the terms in the Protected Class Non-Discrimination Policy and Procedures:

1. Advisor: Any person chosen by a party who may accompany the party to all meetings related to the Resolution Process and advise the party on that process.
2. Appeal Decision-maker: The person or panel who accepts or rejects a submitted appeal request, determines whether any of the grounds for appeal are met, and directs responsive action(s), accordingly.
3. Complainant: A student or employee who is alleged to have been subjected to conduct that could constitute protected class discrimination, harassment, or retaliation under this Policy; or a person other than a student or employee who is alleged to have been subjected to conduct that could constitute protected class discrimination or harassment or under the Policy and who was participating or attempting to participate in the School's education program or activity at the time of the alleged protected class discrimination, harassment or retaliation.
4. Complaint: An oral or written request to the School that can objectively be understood as a request for the School to investigate through the Administrative Resolution Process and make a determination about the alleged Policy violation(s).
5. Confidential Employee: An employee whose communications are privileged or confidential under federal or state law. The employee's confidential status, for purposes of this definition, is only with respect to information received while the employee is acting within the scope of their duties to which privilege or confidentiality applies.
6. Day: A business day when the School is in normal operation. All references in the Policy and Procedures refer to business days unless specifically noted as a calendar day.
7. Decision-Maker: 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.
8. Education Program or Activity: Locations, events, or circumstances where the School exercises substantial control over the context in which the alleged behavior occurs and also includes any building owned or controlled by a student organization that the School officially recognizes.
9. Employee: A person employed by the School, either full or part-tine. This includes Students who are also employees when acting in the scope of their employment.
10. Final Determination: A conclusion using the standard of proof that the alleged conduct did or did not violate Policy.

11. Finding: A conclusion by the standard of proof that the conduct did or did not occur as alleged (i.e. “finding of fact”).
12. Informal Resolution: An outcome agreed to by the Parties and approved by the Title IX Coordinator that occurs before the Final Determination in the Administrative Resolution Process.
13. Investigation Report: The Investigator’s summary of all relevant evidence gathered during the investigation. Variations include the Draft Investigation Report and the Final Investigation Report.
14. Investigator: The person(s) assigned by the School who is authorized to gather facts about an alleged violation of this Policy, assess relevance and credibility, summarize the evidence, and compile this information into an Investigation Report.
15. Knowledge: When a School received notice of conduct or behavior that may reasonably constitute protected class discrimination, harassment, or retaliation in its Education Program or Activity.
16. Mandated Reporter: A School employee who is required by Policy to share Knowledge, Notice, and/or reports of protected class discrimination, harassment, and/or retaliation with the Title IX Coordinator.
17. Nondiscrimination Team: This refers to the Title IX Coordinator, any deputy Coordinators, and any other member of the resolution process, including designees.
18. Notice: When an employee, student, or third party informs the Title IX Coordinator of the alleged conduct that may be protected class discrimination, harassment, and/or retaliation.
19. Parties: The Complainant(s) and Respondent(s), collectively.
20. Postsecondary Institution
21. Pregnancy or Related Conditions: Pregnancy, childbirth, termination of pregnancy, or lactation, and any medical conditions related to or recovery from pregnancy, childbirth, termination of pregnancy or lactation.
22. Protected Class: Person(s) who have a Protected Characteristic and are protected from discrimination or harassment based on that Protected Characteristic.
23. Protected Characteristic: Any characteristic for which a person is afforded protection against discrimination and harassment by law or School Policy.
24. Relevant Evidence: Evidence that may aid a Decision-maker in determining whether the alleged discrimination, harassment, or retaliation occurred, or in determining the credibility of the Parties or witnesses.
25. Remedies: Usually actions after a Resolution Process that are directed to the Complainant and/or the community as mechanisms to address safety, prevent recurrence, and restore or preserve equal access to the School’s Education Program and Activity. Remedies may occur without a Resolution Process in certain circumstances as determined by the Title IX Coordinator.
26. Respondent: A person who is alleged to have engaged in conduct that may constitute discrimination or harassment based on a Protected Characteristic, or retaliation for engaging in a protected activity under this Policy.
27. Sanction: A consequence imposed on a Respondent when the Final Determination contains a Finding that the Respondent violated this Policy.
28. Sex: Sex assigned at birth, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity and expression.
29. Student: Any person who has gained admission to the School. In this Policy, a student may also be referenced as a Future Professional.
30. Title IX Coordinator: At least one official designated by the School to ensure ultimate oversight of compliance with Individual Civil Rights Laws and Regulations, including Title IX and the School’s Title IX program. References to the Coordinator throughout the Policy may also encompass a designee of the Coordinator.

IX. Where and When Does This Policy Apply

A. Scope

As related to Title IX, and allegations on the basis of sex discrimination or sexual harassment, this Policy only applies for alleged incidents that occur after August 1, 2024. For alleged incidents of sexual harassment occurring Before August 1, 2024, the policy and procedures in place at the time of the alleged incident apply. Applicable versions of those policies and procedures are available from the Title IX Coordinator of the School Director.

This Policy applies to all employees, students, and other individuals participating in or attempting to participate in the School's program or activities including education and employment.

This Policy prohibits all forms of discrimination that is based on the protected characteristics listed in the Notice of Nondiscrimination. The Nondiscrimination Procedures may be applied to incidents and/or patterns, all of which may be addressed in accordance with this Policy.

B. Jurisdiction

This Policy applies to:

- The School's education programs and activities (this is defined as including locations, events or circumstances where the School exercises substantial control over both the Respondent and the context where the conduct occurred);
- When the School has disciplinary authority; and
- Misconduct that occurs within a building owned or controlled by a School recognized student organization.

1. *Off Campus Applicability*

This policy may also apply to the on-campus impacts of off-campus misconduct that limit or deny a person's 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 conduct impacts a substantial School Interest. A substantial School interest includes, but is not limited to:

a. Any action that would be a criminal offense as defined by law. This includes but is not limited to single or repeat violation of any local state or federal law.

b. Any situation in which it is determined that the Respondent poses an immediate threat to the physical health or safety of any student, employee, or other individual.

c. Any situation that significantly impinges upon the rights or property of others, significantly breaches the peach, and/or causes social disorder.

d. Any Situation that substantially interferes with School's educational interests or mission.

2. *When Disciplinary Action is Possible*

For disciplinary action to be issued under this Policy, the Respondent must be a School employee or Future Professional at the time of the alleged incident.

If the Respondent is unknown or is not School community member, the Title IX Coordinator will offer to assist the Complainant in identifying appropriate institutional and local resources and support options, and will implement appropriate supportive measures and/or remedial actions (like removing an unaffiliated individual from campus). The School can also assist in contacting local law enforcement if filing a police report about criminal conduct is desired.

3. *Applicability to Vendors*

All vendors serving the School through third-party contracts are subject to the policies and procedures of their employer.

4. *Respondent's at Another School or Institution*

When a Respondent is enrolled in or employed at another School or Institution, the Title IX Coordinator can assist the Complainant in contacting the appropriate individual at that location, as it may be possible to pursue action under that institution's policies.

5. *Situations Outside of School Settings*

The School is not responsible for behaviors experienced in spaces not owned or controlled by the institution. However, if a Complainant experiences discrimination in an environment outside the School where the sexual harassment or nondiscrimination procedures or that organization may give the complainant recourse, the Title IX Coordinator may be able to assist the Complainant in contacting the correct individuals. If there are effects of the external conduct that impact a student or employee's work or educational environment, the Title IX Coordinator may be able to address the impossible impacts if brought to their attention.

6. *Online Harassment and Misconduct*

The School's policies are written and interpreted broadly to include behaviors that occur in or have an effect on the School's education program and activities or when they involve the use of the School's networks, technology, or equipment–including online manifestations of any of the prohibited behaviors. While the School does not control social media or other outside environments where harassing communications can occur, when reported to the School, if the harassment is found to have an on-campus impact or occurred using School resources, the school may use supportive measures and other means to address and mitigate the effects. If the on-campus impact rises to the level of constituting discrimination under this Policy, the Title IX Coordinator may investigate the alleged discrimination or harassment pursuant to the Resolution Process described below.

Please note that in certain situations, such as off-campus harassing speech by employees either online or in person, the School's response may be limited due to lack of jurisdiction, free speech protections, or other limitations.

X. Reports or Complaints of Protected Class Discrimination, Harassment, and/or Retaliation

A. What is a Report?

A Report provides notice to the School of an allegation or concern about protected class discrimination, harassment, or retaliation and provides an opportunity for the Title IX Coordinator to provide information, resources, and supportive measures to the Complainant.

B. What is a Complaint?

A Complaint provides notice to the School that the Complainant would like to initiate an appropriate resolution procedures, which may include an investigation. A Complainant or individual may initially make a Report and may decide at a later time to make a Complaint.

C. How do I make a Report or Complaint?

Reports or Complaints of protected class discrimination, harassment, and/or retaliation under this Policy may be made using any of the following options:

1) Provide a written document or give verbal Notice directly to the Title IX Coordinator. Such a Report or Complaint may be made at any time (including during non-business hours) by using the telephone number, email address, or by mail to the office of the Title IX Coordinator listed in this Policy.

2) Anonymous Notice is accepted, but the Notice may give rise to a need to try to determine the Parties' identities. Anonymous Notice typically limits the School's ability to investigate, respond, and provide remedies, depending on what information is shared. Measures intended to protect the community or redress or mitigate harm may be enacted. It also may not be possible to provide supportive measures to Complainants who are the subject of anonymous Notice.

3) Mandated Reporting: in addition, if you disclose to a mandated reporter, they will share information as needed with the Title IX Coordinator.

D. What happens if I make a report?

Reporting carries no obligation to initiate a Complaint, and in most situations, the School is able to respect a Complainant's request to not initiate a resolution process. However, there may be circumstances, such as pattern behavior, allegations of severe misconduct, or a compelling threat to health and/or safety, where the School may need

to initiate a resolution process. If a Complainant does not wish to file a Complaint, the School will maintain the privacy of information to the extent possible. The Complainant should not fear a loss of privacy by giving Notice that allows the School to discuss and/or provide supportive measures, in most circumstances:

E. Amnesty for Other Policy Violations (including drugs and alcohol)

1. What is Amnesty?

To encourage reporting and participation in the process, School maintains a Policy of offering Parties and witnesses amnesty from minor policy violations, such as underage alcohol consumption or the use of illicit drugs, related to the incident. Granting amnesty is a discretionary decision made by the School, and amnesty does not apply to more serious allegations, such as physical abuse of another or illicit drug distribution.

2. Why does the School offer Amnesty in some situations?

The School community encourages the reporting of misconduct and crimes by Complainants and witnesses. Sometimes, Complainants or witnesses are hesitant to give Notice to School officials or participate in resolution 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 give Notice of misconduct to School officials, that witnesses come forward to share what they know, and that all Parties be forthcoming during the process.

3. Who qualifies for amnesty?

Students and Employees may qualify. Amnesty may be granted to Parties and Witnesses on a case by case basis.

Students are hesitant to assist others for the fear that they may get in trouble themselves (for example an underage student who has been drinking may hesitate to take an individual who has experienced sexual assault to the School). Because of this, the School maintains a policy of amnesty for Students who offer help to others in need. While policy violations cannot be overlooked, the school may provide purely educational options with no official disciplinary finding rather than sanctions under the Advisory policy, to those who offer their assistance to others in need.

For employees, they may be hesitant to report protected class discrimination, harassment, and retaliation they have experienced for fear that they may get in trouble. For example, an employee who has violated the unethical relationship policy and is then assaulted in that relationship may hesitate to report that incident to School officials. Again, policy violations cannot be overlooked, but the school may provide educational options and documentation with no official disciplinary action.

In instances where the violation is severe or wide reaching, like physical abuse or illegal drug distribution, the amnesty policy will not apply.

F. Time Limits on Reporting

There is no time limit to when you can provide a Notice or Complaint to the School. However, if the Respondent is no longer subject to the School's disciplinary authority and/or significant time has passed, the ability to investigate, respond, and/or provide remedies may be more limited or impossible.

Acting on Notice or Complaints significantly impacted by the passage of time (including, but not limited to, the rescission or revision of Policy) is at the Title IX Coordinator's discretion; the Title IX Coordinator may document allegations for future reference, offer supportive measures and/or remedies, and/or engage in informal resolution or the Administrative Resolution Process as appropriate.

XI. Supportive Measures

What are Supportive Measures?

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. This includes measures designed to protect the safety of all Parties; the School's educational environment; and/or to deter protected characteristic discrimination, harassment, or retaliation. They may not unreasonably burden either party

When will the School offer Supportive Measures?

The School, through the Title IX Coordinator, will offer and implement appropriate and reasonable Supportive Measures to the Parties upon Notice of alleged protected characteristic discrimination, harassment, and/or retaliation. Complainants do not have to pursue a resolution process for Supportive Measures to be offered or provided. Once a complaint has been made, all Parties will be offered appropriate supportive measures. Any Party can request changes or additional supportive measures, as needed, throughout the resolution process. Depending on the supportive measure, continuing need, and other reasons, supportive measures may continue or stop after a resolution process is complete, at the discretion of the Title IX Coordinator.

How do I access Supportive Measures?

The Title IX Coordinator promptly makes supportive measures available to the Complainant upon receiving Notice/ Knowledge or a Complaint.

What are some examples of Supportive Measures offered?

Supportive Measures may include, but are not limited to:

- Referral to community-based counseling, medical, and/or other healthcare services
- Referral to community-based service providers
- Student financial aid counseling
- Education to the institutional community or community subgroup(s)
- Altering work arrangements for employees or student-employees
- Safety planning
- Providing campus safety escorts
- Implementing contact limitations (no contact orders) between the Parties[1]
- Academic support, extensions of deadlines, or other course/program-related adjustments*
- Timely warnings or Emergency Notifications
- Class schedule modifications, 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

*Due to the clock-hour program regulations, we are limited to providing the listed accredited schedules in the School Catalog. These may change at any time. Failure to attend scheduled hours may result in Satisfactory Academic Progress impacts. If those impacts are documented as related to an experience covered under this policy, the Title IX Coordinator–in coordination with the Student–will provide documentation for a SAP appeal.

[1] Violations of no contact orders or other restrictions may be referred to appropriate process (Future Professional Advisory or for enforcement or added as collateral misconduct allegations to an ongoing Complaint under this Policy.

Who will know about the 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. Sometimes the nature of a supportive measure and deviation from established systems will identify to others that a change has been made, however, the person receiving supportive measures is not required to discuss or talk about the supportive measures or why they have changes to their educational environment. The School may also disclose information about Supportive Measures if it is necessary to preserve a party's access to the education program or activity or there is an exception as outlined in applicable regulations.

What if I disagree with the Supportive Measures?

The Parties are provided with a timely opportunity to seek modification or reversal of the School's decision to provide, deny, modify, or terminate supportive measures applicable to them. Any request to modify or reverse the Supportive Measures must be made in writing to the Title IX Coordinator within three days of the supportive measure decision. In the event that circumstances have substantially changed from the original decision on supportive measures, the Party may also make a request at that time provided that they include the change in circumstance in their request.

The Supportive Measure Review Form is available from the Title IX Coordinator, and should be returned to the Title IX Coordinator.

An impartial reviewer (an employee or other than the person who implemented the supportive measures, who has authority to modify or reverse the decision, will determine whether to provide, deny, modify, or terminate the supportive measures if they are inconsistent with the definition of supportive measures in § 106.2 of the federal Title IX Regulations.

The School, through the impartial reviewer typically renders decisions on the review of supportive measures within seven (7) business days of receiving a request and provides a written determination to the impacted party(ies) and the Title IX Coordinator.

What if I want changes to the Supportive Measures because the circumstances have changed?

The School will also provide the Parties with the opportunity to seek additional modification or termination of supportive measures applicable to them if circumstances change materially. If you believe that this is the case for you, please request the change in writing to the Title IX Coordinator using the Supportive Measure Review Form, and the circumstances that have changed. The request will follow the process above for modification or reversal of the supportive measures. If you would like to request a modification that only impacts you, you may make that request to the Title IX Coordinator outside of this supportive measures appeal process in writing. If the Title IX Coordinator does not agree to the change, you may follow the formalized process above.

XII. 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 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.

XIII. Prohibited Conduct

A. Generally

Students and employees (staff, administrators, educators) are entitled to an employment and educational environment that does not have protected class discrimination, harassment, and retaliation. This Policy and related procedures are not meant to impact educational content or discussions that include relevant but controversial or sensitive subject matters protected by academic freedom.

The sections below describe the specific types of legally prohibited protected class discrimination, harassment, and retaliation 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 the School's Policy, although supportive measures may be offered to those impacted.

B. Attempts

All prohibited conduct definitions below include actual and/or attempted offenses.

C. Combination or Pattern

Any of the below types of prohibited conduct can be noticed or combined as pattern offenses. In the event that a pattern of conduct is being investigated the Notice of Investigation and Allegations (NOIA) will clearly indicate both the individual incidents and the pattern of conduct being investigated. Where a pattern is found, it may enhance sanctioning.

Violation of any other School policies may constitute protected class discrimination or harassment when motivated by actual or perceived protected characteristic(s), and the result is a limitation or denial of employment or educational access, benefit, or opportunity.

D. Climate or Culture

The School reserves the right to address conduct that does not rise to the level of the below definitions of Prohibited Conduct to meet or that is of a generic nature and not based on a protected characteristic in line with other School policies and procedures, including the Advisory Policy. At the discretion of the School, the conduct may be addressed through the disciplinary process, respectful conversation, remedial action, education, or other resolution mechanisms.

E. Prohibited Conduct Definitions

1. Discrimination

Discrimination is different treatment with respect to an individual's employment or participation in an education program or activity based, in whole or in part, upon the individual's actual or perceived protected characteristic.

Discrimination can take two forms:

a) Disparate Treatment Discrimination

Any intentional differential treatment of a person or persons that is based on an individual's actual or perceived protected characteristic and that:

- Excludes an individual from participation in;
- Denies the individual benefits of; or
- Otherwise adversely affects a term or condition of
- An individual's participation in a School program or activity.

b) Disparate Impact Discrimination

Disparate impact occurs when policies or practices that appear to be neutral unintentionally result in a disproportionate impact on a protected group or person that:

- Excludes an individual from participation in;
- Denies the individual benefits of; or
- Otherwise adversely affects
- A term or condition of an individual's participation in a School program or activity.

2. *Discriminatory Harassment* [2]

Unwelcome conduct on the basis of actual or perceived protected characteristic(s), that:

- Based on the totality of the circumstances,
- Is subjectively and objectively offensive, and
- Is so severe or pervasive,
- That it limits or denies a person's ability to participate in or benefit from the School's education program or activity.

3. Sex-based Harassment (Applicable Under Title IX and Title VII)

a) Sex-based Harassment

Sex-based Harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, [3] including sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity; sexual assault, dating violence, domestic violence, and stalking.

1. Quid Pro Quo:

- An employee agent, or other person authorized by the School,
- To provide an aid, benefit, or service under the School's education program or activity,
- Explicitly or impliedly conditioning the provision of such aid, benefit, or service,
- On a person's participation in unwelcome sexual conduct.

2. Hostile Environment Harassment:

- Unwelcome sex-based conduct, that
- Based on the totality of the circumstances,
- Is subjectively and objectively offensive, and
- Is so severe or pervasive,

- That it limits or denies a person's ability to participate in or benefit from the School's education program or activity.

[2] Discriminatory Harassment under this policy specifically excludes harassment that would fall under Title IX or Title VII, as it is specifically included below under Sex-based Harassment.

[3] Throughout this Policy, "on the basis of sex" means conduct that is sexual in nature, or is directed to the Complainant because of their sex.

3. Sexual Assault[4]

1. Rape

- Penetration by the Respondent, no matter how slight,
- Of the vagina or anus of the Complainant,
- With any body part or object, or
- Oral penetration by the Respondent a sex organ of the Complainant,
- Oral penetration of Complainant by the sex organ of Respondent;
- Without the consent of the Complainant,

2. Fondling

- The touching of the private body parts (breasts, buttocks, groin) of the Complainant by the Respondent, or causing the Complainant to touch the Respondent's private body parts,
- for the purpose of sexual gratification,
- Without the consent of the Complainant, including instances where the Complainant is incapable of giving consent:
- because of their age, or
- because of their temporary or permanent mental or physical incapacity.

3. Incest

- Sexual intercourse,
- Between persons who are related to each other,
- within the degrees wherein marriage is prohibited by the law of the State of Delaware.

4. Statutory Rape

- Sexual intercourse
- Within the degrees wherein marriage is prohibited by the law of the State of Delaware.

4. Dating Violence

- Violence,[5]
- On the basis of sex,
- Committed by the Respondent,
- Who is or has been in a special relationship of a romantic or intimate nature with the Complainant, **and**
- Where the existence of such a relationship shall be determined based on a consideration of the following factors:
    - length of the relationship
    - type of relationship
    - frequency of the interaction between the Parties involved in the relationship.

[4] Sexual Assault does not constitute a chargeable offense under the Policy. It is a heading encompassing the six chargeable offenses listed below it.

[5] For purposes of this Policy, violence includes defined as intentionally or recklessly causing the Complainant physical, emotional, or psychological harm. Consensual use of violence, such as in kink relationships, would also not meet this definition, in most circumstances.

5. Domestic Violence[6]

- Felony or misdemeanor crimes committed by the Respondent who:
  - is a current or former spouse or intimate partner of the Complainant under the family or domestic violence laws of the State of Delaware or a person similarly situated to a spouse of the Complainant;
  - is cohabitating with, or has cohabitated with, the Complainant as a spouse or intimate partner;
  - shares a child in common with the Complainant; **or**
  - commits acts against a youth or adult Complainant who is protected from those acts under the family or domestic violence laws of the State of Delaware.

6. Stalking

- Engaging in a course of conduct[7] on the basis of sex, that is,
- Directed at the Complainant that would cause a reasonable person[8] to:
  - Fear for the person's safety, or
  - The safety of others; or
  - Suffer substantial emotional distress.[9]

[6] To categorize an incident as Domestic Violence, 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.

[7] For purposes of this definition, "A 'course of conduct' requires that there be more than one incident and the conduct must be directed at a specific person. Stalking can occur in person or using technology, and the duration, frequency, and intensity of the conduct should be considered. Stalking tactics can include, but are not limited to watching, following, using tracking devices, monitoring online activity, unwanted contact, property invasion or damage, hacking accounts, threats, violence, sabotage, and attacks. (Federal Register, Vol 89, No. 83, 04/29/2024, p. 33523). Merely annoying conduct, even if repeated, is a nuisance, but is not typically chargeable as stalking.

[8] Reasonable person is an objective standard meaning a person in the Complainant's shoes (having similar characteristics/demographics to the Complainant).

[9] In the context of stalking, a Complainant is not required to obtain medical or other professional treatment and counseling is not required to show substantial emotional distress.

4. Other Prohibited Conduct Based on Protected Classes

a) Sexual Exploitation[10]

- A Respondent taking non-consensual or abusive sexual advantage of the Complainant, that does not constitute Sex-based Harassment as defined above;
- For their own benefit or for the benefit of anyone other than the Complainant.

Examples of Sexual Exploitation include, but are not limited to:

- Sexual voyeurism (like observing or allowing others to observe a person for a sexual purpose undressing, using the bathroom, or engaging in sexual acts, without the consent of the person being observed);
- Invasion of sexual privacy (e.g. doxxing);

- Recording (including photo, video, or audio) in any way of another person in a sexual act, or 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 consent given (like distributing, sharing, or posting the recording without the person's consent). Including making non-consensual pornography;
- Prostituting another person;
- Knowingly transmitting a sexually transmitted disease (STD) or infection (STI), to another person by engaging in sexual activity without informing the other individual of the STD or STI;
- Causing or attempting to cause the incapacitation of another person (through the use of drugs, alcohol, or other means) for the purpose of compromising that person's ability to give consent for sexual activity or to make the person vulnerable to non-consensual sexual activity;
- Misappropriating another person's identity on apps, websites or other places designed for dating or sexual connections (e.g. spoofing)
- Forcing a person to take action against their will by threatening to show, pot, or share information, video or audio, or an image that depicts a person's nudity or sexual activity;
- Knowingly soliciting someone under the state age of consent for sexual activity
- Engaging in sex trafficking;
- Knowingly creating, possessing, or disseminating child sexual abuse images or recordings; or
- Creating or disseminating synthetic media, including images, videos, or audio representations of individuals doing or saying sexually-related things that never happened, or placing identifiable real people in fictitious pornographic or nude situations without their consent (i.e., Deepfakes).

[10] This offense is not classified under Title IX as "Sex-based harassment," but it is included here in this Policy as a tool to address a wider range of behaviors.

b) Retaliation

- Adverse action, including intimidation, threats, coercion, or discrimination,
- Against any person,
- By the School, a student, employee, or a person authorized by the School to provide aid, benefit, or service under the School's education program or activity,
- For the purpose of interfering with any right or privilege secured by law or Policy, or
- Because the person has engaged in protected activity, including reporting information, making a Complaint, testifying, assisting, or participating or refusing to participate in any manner in an investigation or Resolution Process under the Nondiscrimination Policy and Procedures, including an Informal Resolution process, or in any other appropriate steps taken by the School to promptly and effectively end any protected class discrimination, harassment, or retaliation (including those actions designated as sex discrimination or sex-based harassment) in its education program or activity, prevent its recurrence, and remedy its effects.

The exercise of rights protected under the First Amendment does not constitute retaliation. It is also not retaliation for the School to pursue Policy violations against those who make materially false statements in bad faith in the course of a resolution under the Nondiscrimination Policy. However, the determination of responsibility, by itself, is not sufficient to conclude that any party has made a materially false statement in bad faith.

c) Unauthorized Disclosure[11]

- Distributing or otherwise publicizing materials created or produced during an investigation or Resolution Process except as required by law or as expressly permitted by the School;[12] or
- Publicly disclosing a Party's personally identifiable information obtained during an investigation or Resolution Process under this Policy and procedure without authorization or consent.

[11] Nothing in this section restricts the ability of the Parties to: obtain and present evidence, including by speaking to witnesses (as long as it does not constitute retaliation under this Policy), consult with their family members, confidential resources, or Advisors; or otherwise prepare for or participate in the Resolution Process.

[12] Both Parties and Advisors are prohibited from unauthorized disclosure of information obtained by the School through the Resolution Process.

d) Failure to Comply or Process Interference

- Intentional failure to comply with the reasonable directives of the Title IX Coordinator or other School administrator in the performance of their official duties, including with the terms of a no contact order issued in relation to the Nondiscrimination Policy;
- Intentional failure to comply with emergency removal or interim suspension terms;
- Intentional failure to comply with sanctions;
- Intentional failure to adhere to the terms of an agreement achieved through informal resolution;
- Intentional failure to comply with mandated reporting duties as defined in this Policy;
- Intentional interference with the Title IX resolution process, including but not limited to:
    - Destruction of or concealing of evidence
    - Actual or attempted solicitation of knowingly false testimony or providing false testimony or evidence
    - Intimidating or bribing a witness or party

e) Sanctions for Other Prohibited Conduct Related to Protected Class

Sanctions for the Civil Rights Offenses in this section titled "*Other Prohibited Conduct Based on Protected Classes" range from a warning or remedial action, through expulsion or termination.*

5. *Sanction Ranges*

In the event a Final Determination concludes that conduct violated School Policy, the below chart shows the possible sanctioning ranges for certain offenses. Please note that Sanctions may be assigned outside of the listed range below based on aggravating or mitigating circumstances, or the cumulative conduct record. For a complete list of sanctions, please see the Resolution Process Sanctioning Section below.

Description of Sanction Range	Policy Violation
Warning or Documentation on the Future Professional Advisory Form or via employment documentation, Remedial Training, Suspension, Probation, and/or Expulsion or Termination	Sex Discrimination Quid Pro Quo Harassment Hostile Environment Harassment Fondling Incest Sexual Exploitation Retaliation Bullying Endangerment Hazing Unauthorized Disclosure Failure to Comply/Process Interference
Suspension and/or Expulsion or Termination	Rape Statutory Rape
Documentation on the Future Professional Advisory Form or through employment documentation, Probation, and/or Expulsion or Termination	Stalking Dating Violence Domestic Violence

For more information about Sanctions, please see the Procedures section for this Policy below.

6. *Definitions of Consent, Force, and Incapacitation*[13]

As used in this Nondiscrimination Policy, the following definitions and understandings apply:

a) Consent

Consent is defined as:

- Knowing, and
- Voluntary, and
- Clear permission
- By words or actions
- To engage in sexual activity.[14]

How is consent evaluated? 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.

[13] The state definition of consent, as used in criminal prosecutions for sex offenses in this state, may differ from the definition used on campus to address policy violations.

[14] The state definition of consent is attached to this policy at Appendix B, and incorporated by reference is the definition which is applicable to criminal prosecutions for sex offenses in this state, but may differ from the definition used by the School to address Policy violations.

Are there limits to consent? Going beyond the boundaries of consent is prohibited. Thus, unless a sexual partner has consented to a specific act, including physical roughness, during otherwise consensual sex, those acts may constitute dating violence or sexual assault.[15]

Who has the responsibility to obtain consent? 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 given by word or action at some point during the interaction or thereafter, but clear communication from the outset is strongly encouraged.

Silence or the absence of resistance alone should not be interpreted as 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.

When is consent valid? 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. Consent is evaluated from the perspective of what a reasonable person would conclude are mutually understandable words or actions. Reasonable reciprocation can establish 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 be kissed back.

Consent to some sexual contact (such as kissing or fondling) cannot be assumed 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. If a sexual partner shares the clear expectation for the use of a condom, or to avoid internal ejaculation, and those expectations are not honored, the failure to use a condom, removing a condom, or internal ejaculation can be considered acts of sexual assault.

[15]

Consent in relationships must also be considered in context. When Parties consent to BDSM (bondage, discipline, sadism, masochism) 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.

Can consent be withdrawn or taken back? Consent can also be withdrawn once given, as long as the withdrawal is reasonably and clearly communicated. If consent is withdrawn, sexual activity should cease within a reasonably immediate time.

b) Force

Force is the use of physical violence and/or physical imposition to gain sexual access. Sexual activity that is forced is, by definition, non-consensual, but non-consensual sexual activity is not necessarily forced. Force is conduct that, if sufficiently severe, can negate consent.

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.”).

c) Coercion

Coercion is unreasonable pressure for sexual activity. Coercive conduct, if sufficiently severe, can render a person’s consent ineffective, because the consent is not voluntary. When someone makes clear that they do not want to engage in 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. Coercion is evaluated based on the frequency, intensity, isolation, and duration of the pressure involved.

d) Incapacitation

Incapacitation is a state where a person is incapable of giving consent. An incapacitated person 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). A person is incapacitated and cannot consent if they are unable to understand what is happening or are disoriented, helpless, asleep, or unconscious for any reason, including because of alcohol or other drug consumption.

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.

Incapacitation is determined through consideration of all relevant indicators of a person’s state and is not synonymous with intoxication, impairment, blackout, and/or being drunk.

If the Respondent neither knew nor should have known the Complainant to be physically or mentally incapacitated, the Respondent is not in violation of this Policy. “Should have known” is an objective, reasonable person standard that assumes that a reasonable person is both sober and exercising sound judgment.

XIV. Unethical Relationships Policy

There are inherent risks in any romantic or sexual relationship between individuals in unequal positions (such as supervisor and employee or Future Professional 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.

Romantic or sexual relationships between employees and 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.

XV. Standard of Proof

The School uses the preponderance of the evidence standard of proof when determining whether a Policy violation occurred. This means that the School will decide whether it is more likely than not, based upon the available information at the time of the decision, that the Respondent is in violation of the alleged Policy violation(s).

XVI. 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 determination of a Policy violation.

Additionally, witnesses and Parties who knowingly provide false evidence, tamper with or destroy evidence, or deliberately mislead an official conducting an investigation or resolution process can be subject to discipline under appropriate School policies.

XVII. Confidentiality and Privacy

The School will make every effort to preserve the Parties' privacy. The School will not share the identity of any individual who has made a Complaint protected class harassment, discrimination, or retaliation; any Complainant; any individual who has been reported to be the perpetrator of protected class discrimination, harassment, or retaliation; any Respondent; or any witness, except as permitted by, or to fulfill the purposes, of applicable laws and regulations (e.g., Title IX), Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, or as required by law; including any investigation, or resolution proceeding arising under these policies and procedures.[16] [17]

If a Party or Witness speaks about the Complaint or Report, others in the School may become aware of the report or complaint. Resolution proceedings, including interviews, are confidential. All individuals present at any time during the resolution process are expected to maintain the confidentiality of the proceedings.

[16] 20 U.S.C. 1232g

[17] 34 C.F.R. § 99

For the purpose of this Policy, the terms privacy, confidentiality, and privilege have distinct meanings.

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 providing supportive measures or evaluating, investigating, or resolving 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 federal and state law.

Confidentiality. Exists in the context of laws or professional ethics that protect certain relationships (including medical providers, mental health providers, and counselors.) The School does not designate any employees as confidential

employees. Non-identifiable information may be shared by School Officials for statistical tracking purposes or for emergency notifications and/or timely warnings as required by the Clery Act/Violence Against Women Act (VAWA). Other information may be shared as required by law.

Privilege. Exists in the context of laws that protect certain relationships, including attorneys, spouses, and clergy. Privilege is maintained by a provider unless a court orders release or the holder of the privilege (e.g., a client, spouse, parishioner) waives the protections of the privilege. While the School does not employ clergy or others with a Title IX privilege protection, the School treats communication between employees who have the ability to have privileged communications as Confidential Employees.

The School reserves the right to determine which School officials have a legitimate educational interest in being informed about student-related incidents that fall under this Policy, pursuant to FERPA.

The School may contact students' parents/guardians to inform them of situations in which there is a significant and articulable health and/or safety risk but will usually consult with the student prior to doing so.

XVIII. Emergency Removal, Interim Action, and/or Leave

The School can act to remove a Student Respondent accused of Sex Discrimination or Sex-based Harassment 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 student or other individual justifies removal. This risk analysis is performed by the Title IX Coordinator and may be done in conjunction with appropriate designees using its standard objective individualized safety and risk analysis assessment procedures. Employees are subject to existing procedures for interim actions and leaves.

XIX. 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 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.

XX. Resolution Process and Procedures for Alleged Violations of the Protected Class Nondiscrimination Policy and Procedures ("Resolution Process")

A. Overview

The School will act on any Notice, Complaint, or Knowledge of a potential violation of the Protected Class Nondiscrimination Policy and Procedures ("Policy") that is received by the Title IX Coordinator or any other Mandated Reporter following the Resolution Process below.

The procedures below apply to all allegations of discrimination on the basis of an actual or perceived protected characteristic, harassment, retaliation, or other prohibited conduct outlined in the Policy, as involving students, staff, administrators, faculty members, or, in some situations, third parties. The same procedural protections do not typically apply to Respondents who are guests, visitors, invitees, or other non-students or non-employees and the School reserves the right to address those situations as it deems appropriate.

B. Initial Evaluation

1. Generally

The Title IX Coordinator conducts an initial evaluation typically within seven (7) business days of receiving Notice/Complaint/Knowledge of alleged misconduct.[18] The initial evaluation typically includes:

[18] If circumstances require, the Director or Title IX Coordinator will designate another person to oversee the Resolution Process, at their discretion, or if an allegation is made about the Title IX Coordinator or the Title IX Coordinator is otherwise unavailable, unable to fulfill their duties, or have a conflict of interest.

- Assessing whether the reported conduct may reasonably constitute a violation of the Policy.

- If the Complainant has made a Complaint, and the conduct may not reasonably constitute a violation of the Policy, the matter is typically dismissed from this Policy and related procedures, consistent with the dismissal provision in these procedures. It may then be referred to another process, if applicable.

- Determining whether School has jurisdiction over the reported conduct, as defined in the Policy.
    - If the conduct is not within School jurisdiction, the matter is typically dismissed from this process, consistent with the dismissal provision in these procedures. If applicable, the conduct will be referred to the appropriate School official for resolution.
- Offering and coordinating supportive measures for the Complainant.
- Offering and coordinating supportive measures for the Respondent, as applicable.
- Notifying the Complainant, or the person who reported the allegation(s), of the resolution processes, including a supportive and remedial response, an Informal Resolution option, or the Resolution Process described below.
- Determining whether the Complainant wishes to make a Complaint.
- Notifying the Respondent of the resolution processes, including a supportive and remedial response, an Informal Resolution option, or the Resolution Process described below, if a Complaint is made.

2. *Helping a Complainant Understand Options*

If the Complainant indicates they wish to initiate a Complaint (in a manner that can reasonably be construed as reflecting intent to make a Complaint), the Title IX Coordinator will help to facilitate the Complaint, which will include working with the Complainant to determine whether the Complainant wishes to pursue one of three resolution options:

1. a supportive and remedial response, and/or
2. Informal Resolution, or
3. The Administrative Resolution Process described below.

What if the Complainant asks that no action be taken?

The Title IX Coordinator will seek to abide by the wishes of the Complainant, including the desire for no action to be taken, but the Title IX Coordinator may have to take an alternative approach depending on their analysis of the situation if it is determined that an imminent and serious threat to health or safety OR that the Title IX Coordinator could not otherwise ensure equal access.

If the Complainant indicates (either verbally or in writing) that they do not want any action taken, no Resolution Process will be initiated (unless deemed necessary by the Title IX Coordinator), though the Complainant can elect to initiate one later, if desired.

What if the Complainant requests a resolution process (investigation/Administrative Resolution Process or Informal Resolution)?

If the Complainant elects for the Resolution Process below, and the Title IX Coordinator has determined the Policy applies and that the School has jurisdiction, they will route the matter to the appropriate Resolution Process, will provide the Parties with a Notice of Investigation and Allegation(s), and will initiate an investigation consistent with these Procedures.

If any Party indicates (either verbally or in writing) that they want to pursue an Informal Resolution option, the School will assess whether the matter is suitable for Informal Resolution and refer the matter, accordingly.

3. Title IX Coordinators Authority to Initiate a Complaint

a) <u>When and How would a Title IX Coordinator initiate a Complaint?</u>

If the Complainant does not wish to file a Complaint, the Title IX Coordinator, who has ultimate discretion as to whether a Complaint is initiated, will offer supportive measures and determine whether to initiate a Complaint themselves. To make this determination, the Title IX Coordinator will evaluate that request to determine if there is a

serious and imminent threat to someone's safety or if the School cannot ensure equal access without initiating a Complaint. The Title IX Coordinator will consider the following non-exhaustive factors to determine whether to file a Complaint:

- The Complainant's request not to proceed with initiation of a Complaint;
- The Complainant's reasonable safety concerns regarding initiation of a Complaint;
- The risk that additional acts of discrimination would occur if a Complaint is not initiated;
- The severity of the alleged discrimination, including whether the discrimination, if established, would require the removal of a Respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;
- The age and relationship of the Parties, including whether the Respondent is a School employee;
- The scope of the alleged discrimination, including information suggesting a pattern, ongoing discrimination, or discrimination alleged to have impacted multiple individuals;
- The availability of evidence to assist a Decision-maker in determining whether discrimination occurred;
- Whether the School could end the alleged discrimination and prevent its recurrence without initiating its resolution process.

If deemed necessary, the Title IX Coordinator may consult with appropriate School employees, and/or conduct an individualized safety and risk analysis to aid their determination whether to initiate a Complaint.

b) Who is the named party if the Title IX Coordinator initiates a Complaint?

When the Title IX Coordinator initiates a Complaint, they do not become the Complainant. The Complainant or Complainants are the person(s) who experienced the alleged conduct that could constitute a violation of this Policy.

C. Emergency Removal/Interim Suspension

1. Emergency Removal/Interim Suspension for allegations of Sex Discrimination and/or Sex-based Harassment

a) *Student Respondents*

The School may remove on an emergency basis a student accused of Sex Discrimination or Sex-based Harassment upon receipt of Notice/Knowledge, a Complaint, or at any time during the resolution process. Prior to an emergency removal, the School will conduct an individualized safety and risk assessment and may remove the student if that assessment determines that an imminent and serious threat to the health or safety of a Complainant or any students, employees, or other persons arising from the allegations of sex discrimination justifies such action. Students accused of other forms of discrimination (not sex) are subject to interim suspension, which can be imposed for safety reasons.

When an emergency removal or interim suspension is imposed, wholly or partially, the affected student will be notified of the action, which will include a written rationale, and the option to challenge the emergency removal or interim suspension within two (2) business days of the notification. Upon receipt of a challenge, the Title IX Coordinator will meet with the student (and their Advisor, if desired) as soon as reasonably possible thereafter to allow them to show cause why the removal/action should not be implemented or should be modified.

This meeting is not a hearing on the merits of the allegation(s), but rather is an administrative process intended to determine solely whether the emergency removal or interim suspension is appropriate, should be modified, or lifted. When this meeting is not requested within two (2) business days, objections to the emergency removal or interim suspension will be deemed waived. A student can later request a meeting to show why they are no longer an imminent and serious threat because conditions related to imminence or seriousness have changed. A Complainant and their Advisor may be permitted to participate in this meeting if the Title IX Coordinator determines it is equitable to do so.

The Respondent may provide information, including expert reports, witness statements, communications, or other documentation for consideration prior to or during the meeting. When applicable, a Complainant may provide information to the Title IX Coordinator for review.

An emergency removal or interim suspension may be affirmed, modified, or lifted as a result of a requested review or as new information becomes available. The Title IX Coordinator will communicate the final decision in writing, typically within three (3) business days of the review meeting.

b) *Employee Respondents*

When the Respondent is an employee, or a student employee accused of misconduct in the course of their employment, existing provisions in the Employee Handbook for interim action are typically applicable instead of the above emergency removal process.

D. Dismissal

The School **may** dismiss a Complaint if, at any time during the investigation or Resolution Process, one or more of the following grounds are met:

1) The School is unable to identify the Respondent after taking reasonable steps to do so;

2) The School no longer enrolls or employs the Respondent;

3) A Complainant voluntarily withdraws any or all of the allegations in the Complaint, in writing, and the Title IX Coordinator declines to initiate a Complaint;

4) The Title IX Coordinator determines the conduct alleged, even if proven, in the Complaint would not constitute a violation of this Policy.

A Decision-maker can recommend dismissal to the Title IX Coordinator, if they believe the grounds are met. A Complainant who decides to withdraw a Complaint may later request to reinstate or refile it.

Upon any dismissal, the School will promptly send the Complainant written notification of the dismissal and the rationale for doing so. If the dismissal occurs after the Respondent has been made aware of the allegations, the School will simultaneously notify the Parties of the dismissal.

This dismissal decision is appealable by any party.

E. Appeal of Dismissal

The Complainant may appeal a dismissal of their Complaint.[19] The Respondent may also appeal the dismissal of the Complaint if dismissal occurs after the Respondent has been made aware of the allegations. All dismissal appeal requests must be filed in writing within three (3) business days of the notification of the dismissal.

The Title IX Coordinator will notify the Parties of any appeal of the dismissal. If, however, the Complainant appeals, but the Respondent was not notified of the Complaint, the Title IX Coordinator must then provide the Respondent with a NOIA and will notify the Respondent of the Complainant's appeal with an opportunity to respond.

Throughout the dismissal appeal process, the School will:

- Implement dismissal appeal procedures equally for the Parties;
- Assign a trained Dismissal Appeal Officer who did not take part in an investigation of the allegations or dismissal of the Complaint;
- Provide the Parties a reasonable and equal opportunity to make a statement in support of, or challenging, the dismissal; and
- Notify the Parties of the result of the appeal and the rationale for the result.

The grounds for dismissal appeals are limited to:

1) Procedural irregularity that would change the outcome;

2) New evidence that would change the outcome and that was not reasonably available when the dismissal was decided;

3) The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual Complainant or Respondent that would change the outcome.

[19] A Complaint is “an oral or written request to the School that can objectively be understood as a request for the School to investigate through the Administrative Resolution Process and make a determination about the alleged Policy violation(s).” If the Complainant makes a report, but requests no action, that does not constitute a Complaint for the purposes of dismissal.

What happens in a dismissal appeal?

Upon receipt of a dismissal appeal in writing from one or more Parties, the Title IX Coordinator will share the petition with the other party and provide three (3) business days for other Parties to respond to the request. The appeal should specify at least one of the grounds above and provide any reasons or supporting evidence for why the ground is met. This appeal will be provided in writing to the other Parties, and the Title IX Coordinator, who will be invited to respond in writing. At the conclusion of the response period, the Title IX Coordinator will forward the appeal, as well as any response provided by the other Parties to the Dismissal Appeal Officer for consideration.

If the Request for Appeal does not provide information that meets the grounds in this Policy, the request will be denied by the Dismissal Appeal Officer, and the Parties, their Advisors, and the Title IX Coordinator will be notified in writing of the denial and the rationale.

If any of the asserted grounds in the appeal satisfy the grounds described in this Policy, then the Dismissal Appeal Officer will notify all Parties and their Advisors, and the Title IX Coordinator of their decision and rationale in writing. The effect will be to reinstate the Complaint.

In most cases, appeals are confined to a review of the written documentation or record of the original determination and pertinent documentation regarding the specific appeal grounds. The Dismissal Appeal Officer has seven (7) business days to review and decide on the appeal, though extensions can be granted at the discretion of the Title IX Coordinator, and the Parties will be notified of any extension.

Appeal decisions are deferential to the original determination, making changes only if there is a compelling justification to do so.

The Dismissal Appeal Officer may consult with the Title IX Coordinator and/or legal counsel on questions of procedure or rationale for clarification, if needed. The Title IX Coordinator will maintain documentation of all such consultation.

F. Counter-Complaints

The School is obligated to ensure that the resolution process is not abused for retaliatory purposes. Although the School permits the filing of Counter-Complaints, the Title IX Coordinator will use an initial evaluation, described above, to assess whether the allegations in the Counter-Complaint are made in good faith. When Counter-Complaints are not made in good faith, they will not be permitted. They will be considered potentially retaliatory and may constitute a violation of the Policy.

Counter-Complaints determined to have been reported in good faith will be processed using the Resolution Process below. At the Title IX Coordinator’s discretion, investigation of such claims may take place concurrently or after resolution of the underlying initial Complaint.

G. Advisors in the Resolution Process

1. Who can serve as an Advisor?

The Parties may each have an Advisor (friend, mentor, family member, attorney, or any other individual a party chooses) present with them for all meetings and interviews, within the Resolution Process, including intake. The Parties may select whomever they wish to serve as their Advisor as long as the Advisor is eligible and available.[20]

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 to advise that party.

A party may elect to change Advisors during the process and is not obligated to use the same Advisor throughout. Parties are expected to provide the Title IX Coordinator with timely notification if they change Advisors. If a party changes Advisors, consent to share information with the previous Advisor is assumed to be terminated, and a release for the new Advisor must be submitted.

[20]

"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 an administrator who has an active role in the matter, or a supervisor who must monitor and implement sanctions. Additionally, choosing an Advisor who is also a witness in the process creates potential for bias and conflicts 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 Decision-maker(s).

The School may permit Parties to have more than one Advisor, or an Advisor and a support person, upon special request to the Title IX Coordinator. The decision to grant this request is at the Title IX Coordinator's sole discretion and will be granted equitably to all Parties.

If a party requests that all communication be made through their attorney Advisor instead of to the party, the School will agree to copy both the party and their Advisor on all communications. It is important to note that all other School processes and procedures will continue, and may result in contact with the Student or Employee without the Advisor being copied.

2. *What is the Advisor's role in the Resolution Process?*

Advisors should help the Parties to prepare for each meeting and are expected to advise ethically, with integrity, and in good faith. Advisors may not provide testimony or speak on behalf of their advisee unless given specific permission to do so.

The Parties are expected to ask and respond to questions on their own behalf throughout the Resolution 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 Resolution Process meeting or interview. For longer or more involved discussions, the Parties and their Advisors should ask for breaks to allow for private consultation.

3. *What records are shared with an Advisor?*

Advisors are entitled to the same opportunity as their advisee to access relevant evidence, and/or the same written investigation report that accurately summarizes this evidence.

Advisors are expected to maintain the confidentiality of the records the School shares with them, the Section of the Policy addressing Confidentiality. Advisors may not disclose any School work product or evidence the School obtained solely through the Resolution Process for any purpose not explicitly authorized by School.

Accordingly, Advisors will be asked to sign Non-Disclosure Agreements (NDAs). The School may decline to share materials with any Advisor who has not executed the NDA. 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 confidentiality expectations.

4. *What are the expectations of an Advisor?*

The School generally expects an Advisor to adjust their schedule to allow them to attend School meetings/interviews when planned, but the School may change scheduled meetings/interviews 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 by telephone, video conferencing, or other similar technologies.

All Advisors are subject to the same School policies and procedures. Advisors are expected to advise their advisees without disrupting proceedings.

5. *Advisor Policy Violations*

Any Advisor who oversteps their role as defined by the Policy, who shares information or evidence in a manner inconsistent with the Policy, or who refuses to comply with the School's established rules of decorum, will be warned. If the Advisor continues to disrupt or otherwise fails to respect the limits of the Advisor role, the meeting/interview may be ended, or other appropriate measures implemented, including the School requiring the party to use a different. Subsequently, the Title IX Coordinator will determine how to address the Advisor's non-compliance and future role.

H. Resolution Options

The Resolution Process has two options: an Informal Resolution or an Administrative Resolution Process. This is how the School addresses all forms of Protected Class Discrimination, Harassment, and retaliation. Any request to initiate either an Informal Resolution or an Administrative Resolution Process will be subject to an Initial Evaluation by the Title IX Coordinator who will determine whether the conduct and/or complaint falls under this Policy as described above.

1. Informal Resolution Process

An informal resolution is a process that can occur, at the agreement of the Parties, and as approved by the Title IX Coordinator. The School offers four categories of Informal Resolution options as listed below.

a) When Informal Resolution can be requested: at any time prior to the Final Determination, a Complainant or Respondent may request an Informal Resolution in writing from the Title IX Coordinator or the Title IX Coordinator may offer the Informal Resolution to the Parties.

b)Informal Resolutions are completely voluntary. The School, through the Title IX Coordinator, will obtain voluntary, written confirmation (this may be via email) that all Parties wish to resolve the matter through Informal Resolution before moving forward and will not pressure the Parties into participating in Informal Resolution.

c)The individual facilitating an Informal Resolution must be trained and cannot be the Investigator, Decision-maker, or Appeal Decision-maker.

d) Informal Resolution Types

1. Supportive Resolution: when the Title IX Coordinator can resolve the matter informally by providing supportive measures designed to remedy the situation.
2. Educational Conversation: When the Title IX Coordinator can resolve the matter informally by having a conversation with the Respondent to discuss the Complainant's concerns and institutional expectations or can accompany the Complainant in their desire to address the Respondent directly about the conduct.
3. Accepted Responsibility: When the Respondent is willing to accept responsibility for violating Policy and is willing to agree to actions that will be enforced similarly to sanctions, and the Complainant(s) and School are agreeable to the resolution terms.

Alternative Resolution: When the Parties agree to resolve the matter through an alternative resolution mechanism (which could include, but is not limited to, mediation, shuttle negotiation, restorative practices, facilitated dialogue, etc.), as described below.

e) Informal Resolution Process Steps

1. Informal Resolution Request: A Party requests in writing or the Title iX Coordinator offers in writing an Informal Resolution.
2. Informal Resolution Consent: The Title IX Coordinator confirms with all Parties that they consent to the Informal Resolution Process. If one party does not consent, the Informal Resolution Process does not continue.
3. Assignment of Informal Resolution Coordinator: The Title IX Coordinator assigns an Informal Resolution Coordinator (IRC) that may not be the Investigator, Decision-maker, or Appeal Officer.
4. Informal Resolution Notice: The Title IX Coordinator and/or the IRC will provide the parties a NOIA that includes:
    1. The Allegations;
    2. The requirements of the Informal Resolution Process;

3. That prior to agreeing to the Informal Resolution, any party has the right to withdraw from the Informal Resolution Process and to initiate or resume the School's Administrative Resolution Process;
4. That the Parties' agreement to a resolution at the conclusion of the Informal Resolution process will preclude the Parties from initiating or resuming the resolution process arising from the same allegations;
5. The potential terms that may be requested or offered in an Informal Resolution agreement,
6. Notification that an Informal Resolution agreement is binding only on the Parties; and
7. What information the School will maintain, and whether and how it could disclose such information for use in its Resolution Process.

e) Next steps taken based Informal Resolution Option:

1. Supportive Resolution

The Title IX Coordinator will meet with the Complainant to determine reasonable supportive measures that are designed to restore or preserve the Complainant's access to the School's education program and activity. Such measures can be modified as the Complainant's needs evolve over time or circumstances change. If the Respondent has received the NOIA, the School may also provide reasonable supportive measures for the Respondent as deemed appropriate. This option is available when the Complainant does not want to engage the other resolution options, and the School does not initiate a Complaint.

2. Educational Conversation

The Complainant(s) may request that the Title IX Coordinator address their allegations by meeting (with or without the Complainant) with the Respondent(s) to discuss concerning behavior and institutional policies and expectations. Such a conversation is non-disciplinary and non-punitive. Respondent(s) are not required to attend such meetings, nor are they compelled to provide any information if they attend. The conversation will be documented as the Informal Resolution for the matter, if the conversation takes place. In light of this conversation, or the Respondent's decision not to attend, the Title IX Coordinator may also implement remedial actions to ensure that policies and expectations are clear and to minimize the risk of recurrence of any behaviors that may not align with Policy.

3. Accepted Responsibility[21]

The Respondent may accept responsibility for any or all of the alleged Policy violations at any point during the Resolution Process. If the Respondent indicates an intent to accept responsibility for all alleged Policy violations, the ongoing process will be paused, and the Title IX Coordinator will determine whether Informal Resolution is an option.

If Informal Resolution is available, the Title IX Coordinator will determine whether all Parties and the School are able to agree on responsibility, restrictions, sanctions, restorative measures, and/or remedies. If so, the Title IX Coordinator implements the accepted finding that the Respondent is in violation of School Policy, implements agreed-upon restrictions and remedies, and determines the appropriate responses in coordination with other appropriate administrator(s), as necessary.

This resolution is not subject to appeal once all Parties indicate their written agreement to all resolution terms. When the Parties cannot agree on all terms of resolution, the Resolution Process will either continue or resume.

[21] Below, there is a process to waive the decision-making step of the Administrative Resolution Process if a Respondent decides to admit to charged Policy Violations. While these sections are similar, there are meaningful differences. In this section the Parties must agree to the resolution and the Respondent agrees to comply with the terms to which the Parties agree as sanctions. In contrast, the Administrative Resolution Process Waiver is unilateral. Neither the Complainant nor the Title IX Coordinator determine eligibility. It is the Respondent waiving their right to the process steps and admitting the Policy Violation and accepting the sanctions as assigned by the Decisionmaker if they choose to. No Complainant approval is required in this circumstance.

When a resolution is reached, 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.

d) Alternative Resolution

The institution offers a variety of Alternative Resolution mechanisms to best meet the specific needs of the Parties and the nature of the allegations. Alternative Resolution may involve agreement to pursue individual or community remedies, including targeted or broad-based educational programming or training; supported direct conversation or interaction with the Respondent(s); indirect action by the Title IX Coordinator or other appropriate School officials; and other forms of resolution that can be tailored to the needs of the Parties. Some Alternative Resolution mechanisms will result in an agreed-upon outcome, while others are resolved through dialogue. All Parties must consent to the use of an Alternative Resolution approach, and the Parties may, but are not required to, have direct or indirect contact during an Alternative Resolution process.

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
- Parties' motivation to participate
- Civility of the Parties
- State legal restrictions or requirements
- Results of a violence risk assessment/ongoing risk analysis
- Respondent's disciplinary history
- Whether an emergency removal or other interim action 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 (e.g., time, staff, etc.)

The Title IX Coordinator has the authority to determine whether Alternative Resolution is available, to facilitate a resolution that is acceptable to all Parties, and/or to accept or reject the Parties' proposed resolution, usually through their Advisors, often including terms of confidentiality, release, and non-disparagement.

Parties do not have the authority to stipulate restrictions or obligations for individuals or groups that are not involved in the Alternative Resolution process. The Title IX Coordinator will determine whether additional individual or community remedies are necessary to meet the institution's compliance obligations in addition to the Alternative Resolution.

The Title IX Coordinator maintains records of any resolution that is reached and will provide notification to the Parties of what information is maintained. Failure to abide by the resolution agreement may result in appropriate responsive/disciplinary actions (e.g., dissolution of the Agreement and resumption of the Resolution Process, referral to the conduct process for failure to comply, application of the enforcement terms of the Agreement, etc.). The results of Complaints resolved by Alternative Resolution are not appealable.

If an Informal Resolution option is not available or selected, the School will initiate or continue an investigation and subsequent Resolution Process to determine whether the Policy has been violated.

2. *Administrative Resolution Process*

a) See below at Section I for the specific details regarding the Administrative Resolution Process.

3. Resolution Timeline

The School will make a good faith effort to complete the Resolution Process within sixty to ninety (60-90) business days, including any appeals, which can be extended as necessary for appropriate cause by the Title IX Coordinator. The Parties will receive regular updates on the progress of the Resolution Process, as well as notification and a rationale for any extensions or delays, and an estimate of how much additional time will be needed to complete the process.

Investigations are completed expeditiously, normally within sixty (60) business days, though some investigations may take longer, depending on issues such as the nature, extent, and complexity of the allegations, witness availability, law enforcement involvement, and other factors.

If a party or witness chooses not to participate in the Resolution Process or becomes unresponsive, the School reserves the right to continue it without their participation to ensure a prompt resolution. Non-participatory or unresponsive Parties retain the rights outlined in this Policy and the opportunity to participate in the Resolution Process.

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 delay the investigation temporarily, the need for language assistance, the absence of Parties and/or witnesses, and/or health conditions. The School will promptly resume its Resolution Process as soon as feasible. During such a delay, School will continue to implement and maintain supportive measures for the Parties as deemed appropriate.

School 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.

The School will make a good faith effort to complete the Resolution Process as promptly as circumstances permit and will communicate regularly with the Parties to update them on the progress and timing of the process.

I. Administrative Resolution Process ("ARP") Steps and Description

1. General Description of the ARP

The Administrative Resolution Process is used for all Complaints of discrimination on the basis of protected characteristics, harassment, retaliation, and other prohibited behaviors (as defined in the Policy) or when Informal Resolution is either not elected or is unsuccessful.

The Administrative Resolution Process consists of an investigation conducted by one individual and the hand-off of the investigation report and all relevant evidence to the Decision-maker to make a finding and determine sanctions (if applicable).

The entire Administrative Resolution Process (Notice to Appeal, if any) typically takes approximately sixty to ninety (60-90) days to complete, from the time the Decision-maker's receives the Draft Investigation Report, it takes approximately thirty (30) days. The Parties will be updated regularly on the timing and any significant deviation from this typical timeline.

2. *Steps and Description of the Administrative Resolution Process.*

1. Notice is received by the School and/or a Complaint is made. [Approximately 5 days].
2. The Investigator is appointed and the Notice of Investigation and Allegations (NOIA) is provided to the Parties[Approximately 3 days from receipt of all information for NOIA]. For more information, please see below.
3. The Investigation is conducted. [Approximately 30-45 days, may vary depending on a variety of factors, including number of involved parties/witnesses and their availability] For More information, please see below.
4. The Investigator provides a copy of the Draft Investigation Report to the Title IX Coordinator.
5. Draft Investigation Report Review: The Title IX Coordinator will provide the Draft Investigation Report to the Parties and the Decision-maker for review. This includes an opportunity for the parties to inspect and review all relevant evidence obtained during the investigation, for a review and comment period of five (5) business days so that each Party may meaningfully respond to the evidence. This also allows the Decision-maker, along with the

Parties, to provide the Investigator with a list of relevant questions that they would like asked of the Parties or any witness. Parties may choose to waive all or part of the review period. The Title IX Coordinator will also provide notice to the Parties of the Decision-maker.

a) The parties may provide a response to the Investigator about the information contained in the report.

b) The Title IX Coordinator will also request the Parties to provide a proposed list of questions to the Investigator to ask the other Party or Parties and witnesses.

(i) To the extent credibility is in dispute and relevant to one or more of the allegations, questions proposed by the Parties may also explore credibility.

(ii) All party questions must be posed during this phase of the process and cannot be posed later unless authorized by the Decision-maker.

(iii) The Investigator will share all party-proposed questions with the Decision-maker, who will finalize the list with the Investigator to ensure all questions are both relevant and permissible.

c) The Decision-maker Draft Report Review:

(i) The Decision-maker may provide the Investigator with a list of relevant questions to ask the Parties and/or any witnesses.

a) To the extent credibility is in dispute and relevant to one or more of the allegations, the questions provided by the Decision-maker may also explore credibility.

b) The Decision-maker will meet with the Investigator to determine which questions from the Parties are relevant, permissible, and not duplicative.

(ii) Once the Decision-maker receives and reviews the file, they can recommend dismissal to the Title IX Coordinator, if they believe the grounds are met.

f) Draft Investigative Report Follow-up Meetings

a) Investigator will lead additional meetings with the parties and witnesses to ask the questions posed by the Decision–maker and the questions proposed by the Parties identified and as approved by the Decision-maker as relevant, permissible, and not duplicative.

(i) For any question deemed not relevant, permissible, or as duplicative, the Investigator will provide a written rationale in the Final Investigative Report (as an appendix) or verbally during a recorded meeting.

b) The record of these meetings is provided to the Parties to review, typically within three (3) business days of the last meeting. The Parties have five (5) business days to review the record and propose follow-up questions to be asked by the Investigator.

c) The final proposed questions will be reviewed by the Decision-maker for relevance and permissibility.

g) Final Round of Meeting Questions: If deemed necessary, follow-up meetings will be conducted by the Investigator to ask the final proposed questions. This is the final round of questioning, unless leave is granted by the Decision-maker for additional questioning or the Decision-maker determines additional questioning is necessary.

h) Investigator will compile the Final Investigative Report which will:

1. Incorporate any new, relevant evidence and information obtained in the Parties and Decision-maker's review of the Draft Investigation Report/follow-up meetings.

2. Respond in writing, to the relevant elements of the Parties response to the Draft Investigation report and incorporate relevant elements of the written responses and any necessary revisions into the Final Investigation Report.
3. Include all supporting documentation
4. The Final Investigative Report and the complete investigative file is then provided to the Title IX Coordinator.

i) Before or on the same day as transmitting the Final Investigative Report, the Title IX Coordinator will provide the Parties the ability to submit a Written impact and / or mitigation statement. The Title IX Coordinator will review the statements upon receipt to determine whether there are any immediate needs, issues, or concerns, but will otherwise hold them until after a decision maker has made determinations on the allegations. If there are any findings of a policy violation the Decision-maker will request these impact statements from the Title IX Coordinator and review them prior to determining sanctions. In the event that the Impact Statements are requested by the Decision-maker, the Title IX Coordinator will transmit a copy to each Party of the other Parties' impact statements at that time.

j) Transmission of the Final Investigation Report and Complete File. The Title IX Coordinator provides the Decision-maker with the Final Investigation Report and investigation file, including the evidence and information obtained in the Investigator-led Questioning meetings. This will not include the Impact Statements if they are received before the file is transmitted.

k) Decision-maker Determination. The Decision-maker will review the Final Investigation Report, all appendices, and investigation file. This includes the information obtained during the Draft Investigation Report Review, Draft Investigative Report Follow-up Meetings, and Final Round of Meeting Questions.

1. If the record is incomplete, the Decision-maker may direct the investigation be re-opened. Or the Decision-maker may direct or conduct any additional inquiry they believe is necessary, including informally meeting with the Parties or any witnesses, as needed.
2. Upon reviewing the relevant evidence, the Decision-maker may also choose to pose additional questions:
    1. To the extent credibility is in dispute and relevant to one or more of the allegations, the Decision-maker may meet individually with the Parties and witnesses to question them in order to assess their credibility. These meetings will be recorded and shared with the Parties.
    2. At their discretion, the Decision-maker may also meet with any Party or witness to ask additional relevant questions that will aid the Decision-maker in making their findings. These meetings will be recorded and shared with the Parties.
    3. The Decision-maker will then apply the preponderance of the evidence standard to make a determination on each of the allegations.
    4. If the Decision-maker determines that there are findings of a Policy Violation, they will request the Impact Statements, and review them prior to determining sanctions.
    5. For more information on possible sanctions, please see below.
3. Timeline for Decision-maker's Determination: This step generally takes approximately ten (10) business days, but this timeframe can change due to the number of variables. The Parties will be notified of any delays.

l) Later discovered false or misleading information: If it is later discovered that a Party or witness intentionally provided false or misleading information, that action may be grounds for re-opening a Resolution Process at any time, and/or referring that information to another policy and/or procedure for resolution.

m) Conclusion of Administrative Resolution Process: The Decision-maker will provide to the Title IX Coordinator a Written Determination.

1. The written determination must include:
    1. A description of the alleged Policy violation;
    2. Information about the Policies and Procedures used to evaluate the allegations;
    3. The Decision-maker's evaluation of relevant and not otherwise impermissible evidence;

4. A determination if a Policy violation occurred; and
5. When the Decision-maker finds that policy violations occurred:
    1. Disciplinary Sanctions imposed on the Respondent
    2. Whether remedies other than the imposition of Disciplinary Sanctions will be provided by the School to the Complainant(s); and
    3. To the extent appropriate, in cases of sex-based harassment involving students, other students identified by the School to be experiencing the effects of the sex-based harassment.
6. Procedures for the Parties to Appeal the Written Determination.

n) Notice of Outcome: within ten (10) business days of the conclusion of the Administrative Resolution Process, the Title IX Coordinator provides the Parties with a written outcome notification. The Written Determination by the Decision-maker to the extent that the School is permitted to share pursuant to state or federal law. This Written Determination and Notice of Outcome will also detail the Parties' equal rights to appeal, the grounds for appeal, the steps to request an appeal, and when the determination is considered final if neither Party appeals.

1. The Notice of Outcome will be provided to the Parties simultaneously or without significant time delay between notifications.
2. The Notice of Outcome may be delivered by one or more of the following methods: in person, mailed to the local and/or permanent address of the Parties as indicated in official School records, or emailed to the Parties' email on file. Once mailed, emailed, and/or received in person, the Notification of Outcome is presumptively delivered.

3. *Notice of Investigation and Allegations ("NOIA")*

a) <u>When is a NOIA issued?</u>

Before beginning the ARP, including the investigation portion of that process, the Title IX Coordinator will provide the Parties with a detailed written NOIA. 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. For climate/culture investigations that do not have an identifiable Respondent, the NOIA will be sent to the department/office/program head for the area/program being investigated.

In the event that an investigation has started, but the School determines that additional allegations of prohibited behavior under this Policy by the Respondent toward the Complainant will be investigated that are not included in the initial NOIA, the School will provide a supplemental NOIA that notifies the Parties of the additional allegations.

b) <u>Investigator Appointment</u>

Upon determination that an ARP will take place, the Title IX Coordinator appoints an Investigator to conduct the Investigation portion of the Administrative Resolution Process. Notice of the selected individual is provided in the NOIA as outlined below. The Investigator may be part of the Resolution Process Pool, or any other properly trained individual, at the discretion of the School.

c) <u>What will a NOIA typically include?</u>

1. A meaningful summary of all allegations
2. The identity of the involved Parties (if known)
3. The precise misconduct being alleged
4. The date and location of the alleged incident(s) (if known)
5. The specific policies/offenses implicated
6. A description of, link to, or copy of the applicable policy and procedures
7. A statement that the Parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence

8. The name(s) of the Investigator(s), along with a process to identify to the Title IX Coordinator, in advance of the interview process, any conflict of interest that the Investigator(s) may have
9. A statement that:
    1. the School presumes the Respondent is not responsible for the reported misconduct unless and until the evidence supports a different determination
    2. 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 relevant evidence
    3. retaliation is prohibited
10. Information about the confidentiality of the process, including that the Parties and their Advisors (if applicable) may not share information or materials obtained through the ARP
11. A statement that the Parties may have an Advisor of their choice who may accompany them through all steps of the ARP
12. A statement informing the Parties that the School's Policy prohibits knowingly making false statements, including knowingly submitting false information during the ARP
13. Information on how a Party may request disability accommodations during the ARP
14. A link to the School's VAWA Brochure (if Sexual Violence, Dating Violence, Domestic Violence and/or Sex-based Stalking are indicated)
15. An instruction to preserve any evidence that is directly related to the allegations

d) How will the NOIA be delivered?

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(es) of the Parties as indicated in official School records, or emailed to the Parties' email account on file. Once mailed, emailed, and/or received in person, the notification will be presumptively delivered.

e) Consolidation

The School may consolidate Complaints against more than one Respondent, or by more than one Complainant against one or more Respondents, when the allegations arise from the same facts or circumstances or implicate a pattern, collusion, and/or other shared or similar actions.

4. *Investigation*

a) General Investigation Information

1. How Are Investigations Conducted?

All investigations are adequate, thorough, reliable, impartial, prompt, and fair. They involve interviews with all relevant Parties and witnesses, obtaining relevant evidence, and identifying sources of expert information, as necessary.

2. Verification of Materials and Testimony

After an interview, Parties and witnesses will be asked to verify the accuracy of the recording, transcript, or summary of their interview. They may submit changes, edits, or clarifications. If the Parties or witnesses do not respond within the time period designated for verification, objections to the accuracy of the recording, transcript, or summary will be deemed to have been waived, and no changes will be permitted.

3. General Description of Investigation Steps

The Investigator(s) may include, but are not limited to the following steps, if not already completed, and not necessarily in this order:

1. Determine the identity and contact information of the Complainant.
2. Identify all policies implicated by the alleged misconduct and notify the Complainant and Respondent of all specific policies implicated.

3. Assist the Title IX Coordinator, if needed, with conducting a prompt initial evaluation to determine if the allegations indicate a potential Policy violation.
4. Work with the Title IX Coordinator, as necessary, to prepare the initial NOIA. The NOIA may be amended with any additional or dismissed allegations.
5. 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.
6. When participation of a Party is expected, provide that Party with written notification of the date, time, and location of the meeting, as well as the expected participants and purpose.
7. Make good faith efforts to notify each Party of any meeting or interview involving another party, in advance when possible.
8. Interview the Complainant and the Respondent and conduct follow-up interviews with each, as necessary.
9. Interview all available, relevant witnesses and conduct follow-up interviews as necessary.
10. Provide each interviewed party and witness an opportunity to review and verify the Investigator's summary notes (or transcript or recording) of the relevant evidence/testimony from their respective interviews and meetings.
11. Allow each party the opportunity to suggest witnesses and questions they wish the Investigator(s) to ask of another party and/or witnesses. Document in the investigation report which questions were asked, with a rationale for any changes or omissions.
12. Where possible, complete the investigation promptly and without unreasonable deviation from the intended timeline.
13. Provide the Parties with regular status updates throughout the investigation.
14. Prior to the conclusion of the investigation, provide the Parties and their respective Advisors with a list of witnesses whose information will be used to render a finding.
15. Ask the Parties to provide a list of questions they would like asked of the other party or any witnesses. The Investigator will ask those questions deemed relevant, and for any question deemed not relevant, will provide a rationale for not asking the question.
16. Write a draft investigation report that gathers, assesses, and synthesizes the evidence, accurately summarizes the investigation, and party and witness interviews, and provides all relevant evidence.
17. Provide the Parties and their respective Advisors an electronic copy of the draft investigation report as well as an opportunity to inspect and review all relevant evidence obtained as part of the investigation for a review and comment period of five (5) business days so that each party may meaningfully respond to the evidence. The Parties may elect to waive all or part of the review period.
18. The Investigator may share the investigation report with the Title IX Coordinator and/or legal counsel for their review and feedback.

b) Witness Role and Participation in the Investigation

a) Employees: Employees (not including Complainant and Respondent) are required to cooperate with and participate in the School's investigation and Resolution Process.

b) Students: Student witnesses and witnesses from outside the School community cannot be required to participate but are encouraged to cooperate with School investigations and to share what they know about a Complaint.

c) Interviews and Written Statements: Interviews may be conducted in person, via online video platforms (e.g., Zoom, Microsoft Teams, FaceTime, WebEx, etc.), or, in limited circumstances, by telephone. The School will take appropriate steps to ensure the security/privacy of remote interviews.

Parties and witnesses may also provide written statements in lieu of interviews or choose to respond to written questions, if deemed appropriate by the Investigator(s), though not preferred.

c) Interview Recording

It is standard practice for Investigators to create record of all interviews pertaining to the Resolution Process (other than Informal Resolution meetings). Please note that intake interviews conducted before the Notice is issued may not be recorded. The Parties may review copies of their own interviews, upon request. No unauthorized audio or video recording of any kind is permitted during investigation meetings. If an Investigator(s) elects to audio and/or video record interviews, all involved individuals should be made aware of audio and/or video recording.

All interviews are recorded. The recording and/or transcript of those meetings will be provided to the Parties for their review, after which the Parties may pose additional questions to each other. Those subsequent meetings or interviews are also recorded and/or transcribed and shared with the Parties.

5. Respondent Admits Responsibility

At any point in the proceedings, if a Respondent elects to admit to the charged violations and waive further process, the Decision-maker is authorized to accept that admission, adopt it as their finding/final determination, and administer sanctions. This would also waive all rights to appeal for the Respondent. If the Respondent rejects the finding/final determination/sanctions, or does not admit to all conduct charged, the Resolution Process continues to its conclusion.

6. Sanctioning

In the event that the Decision-maker's Final Determination is that the Respondent violated Policy, factors considered by the Decision-maker when determining a sanction or remedies 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(s)

The sanctions will be implemented as soon as it is feasible once a determination is final, 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.

a) Student Sanctions

The following are the common sanctions that may be imposed on Students singly or in combination when the Final Determination finds the Student(s) engaged in policy violations:

- *Coaching*: A formal statement, documented on the Future Professional Advisory that the conduct was unacceptable, and a warning that further violation of any School policy, procedure, or directive will result in additional coaching sessions (sanctions) or responsive actions.
- *Restrictions*: A Student may be restricted in their activities, including, but not limited to, being restricted for certain locations, programs, participation in certain activities or extracurricular activities, eligibility for honors, or from holding leadership in student clubs.
- *Probation:* A warning that further violation of any School policy, procedure or directive will result in more severe sanctions/responsive actions, including termination.
- *Suspension:* Termination of the Student status for a definite period of time, typically not to exceed two years, after which a student is eligible to return. Includes the revocation of the right to be on campus for any reason or to attend School-sponsored events. Eligibility may be contingent upon satisfaction of specific conditions noted at

the time of suspension, on successfully applying for readmission, or upon a general condition that the student is eligible to return if the School determines it is appropriate to re-enroll/re-admit the student. The student may or may not be eligible to transfer in previously earned hours, based on state requirements.

- *Termination:* Permanent removal (termination) of the Student from their enrolled program and ineligibility to enroll in any other program on campus. Includes the 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 deemed appropriate.

b) Student Club or Student Organization Sanctions

The following are the common sanctions that may be imposed on Student Clubs singly or in combination when the Final Determination finds the Student Club(s) engaged in policy violations:

- *Warning:* 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.
- *Removal of Club Members or Leadership:* restriction from participation for individuals found to have participated in the behavior.
- *Other Actions*: In addition to or in place of the above sanctions, the School may assign any other sanction deemed appropriate.

c) Employee Sanctions, Responsive/Corrective Action Plans

The following are common sanctions and responsive/corrective actions that may be imposed on Employees singly or in combination when the Final Determination finds the Employee(s) engaged in policy violations:

- Verbal or Written Warning
- Performance Improvement Plan or 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
- Shift or Schedule Adjustments
- Reassignment
- Delay of Promotional Opportunities
- Assignment of New Supervisor
- Restriction on Travel and/or Professional Development Resources
- Restriction of Bonus Pay
- 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 action it deems appropriate.

7. Non-Participation in the Administrative Resolution Process and/or Withdrawal or Resignation Before Completion of Resolution Process

a) Students

1. Non-Participation of Respondent
   Should a student Respondent decide not to participate in the Resolution Process, the process proceeds absent their participation to a reasonable resolution.
2. Withdrawal or Resignation

If a student Respondent withdraws from the School, the Resolution Process may continue, or Title IX Coordinator may exercise their discretion to dismiss the Complaint. If the Complaint is dismissed, School will still provide reasonable supportive or remedial measures as deemed 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 Resolution Process, 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 discrimination, harassment, and/or retaliation.

When a student withdraws or leaves while the process is pending, the student may not return to the School in any capacity until the Complaint is resolved and any sanctions imposed are satisfied. If the student indicates they will not return, the Title IX Coordinator has discretion to dismiss the Complaint. Admissions and the Director will be notified accordingly.

If the student Respondent takes a leave for a specified period of time (e.g., one semester or term), the Resolution Process may continue remotely. If found in violation, that student is not permitted to return to School unless and until all sanctions, if any, have been satisfied.

b) Employees

1. Effect of Nonparticipation of Respondent
   Should an employee Respondent decide not to participate in the Resolution Process, the process proceeds absent their participation to a reasonable resolution.
2. Resignation or Termination of Employment

If an employee Respondent withdraws from the School with unresolved allegations pending, the Resolution Process may continue, or Title IX Coordinator may exercise their discretion to dismiss the Complaint. If the Complaint is dismissed, the School may still provide reasonable supportive or remedial measures as deemed necessary to address safety and/or remedy any ongoing effects of the alleged discrimination, harassment, and/or retaliation.

When an employee resigns and the Complaint is dismissed, the employee may not return to the School in any capacity. Necessary personnel within the School, including the Director and/or Owners will be notified, accordingly, and a note will be placed in the employee's file that they resigned with allegations pending and are not eligible for academic admission or rehire with the School. The records retained by the Title IX Coordinator will reflect that status.

8. *Appeal of Determination*

1. Appeal Grounds

Appeals are limited to the following grounds:

1. A procedural irregularity that would change the outcome.
2. New evidence that would change the outcome and that was not reasonably available at the time the determination regarding responsibility or dismissal was made.
3. The Title IX Coordinator, Investigator(s), or Decision-maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the specific Complainant or Respondent that would change the outcome.

2. Request for Appeal

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. The form for appeal will be provided with the Notice of Outcome.

Upon receipt of a timely submitted appeal, the Title IX Coordinator will Designate a trained Appellate Decision-maker and transmit the Request for Appeal to them. No Appellate Decision-maker will have been previously involved in the resolution process for the complete, including any supportive measure or dismissal appeal that may have been heard earlier in the process.

The Appellate Decision-maker will first determine if the Request for Appeal provides the necessary information to meet the grounds in this Policy. If the grounds are not met, the request will be denied by the Appellate Decision-maker, and the Parties and their Advisors will be simultaneously 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 Appellate Decision-maker will notify all Parties and their Advisors, the Title IX Coordinator, and, when appropriate, the Investigator(s) and/or the original Decision-maker by transmitting a copy of the Request for Appeal with the approved grounds and then will be provided with five (5) business days to submit a response to the portion of the Appeal that has been approved to proceed and involves that person(s) (these are called Appeal Responses).

Upon receipt of the Request for Appeal by the non-appealing party (if any), the non-appealing party may also choose to appeal at this time. If so, that Request for Appeal will be reviewed by the Appellate Decision-maker to determine if it meets the grounds in this Policy and will either be approved or denied. If approved, it will be forwarded to the party who initially requested an appeal, the Title IX Coordinator, and the Investigator(s) 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 denied, the Parties will be notified accordingly, in writing.

Upon receipt of the Appeal Responses, the Appellate Decision-maker will forward all responses, if any, to all Parties for review and comment. These are the Appeal Replies. No additional responses or replies will be permitted after this time.

No party may submit any new Requests for Appeal after this time period. The Appellate Decision-maker will collect any additional information needed and all documentation regarding the approved appeal grounds, and the subsequent responses Appellate Decision-maker who will promptly render a decision following the below steps.

3. Appeal Determination Process

In most cases, appeals are confined to a review of the written documentation or record of the original determination and pertinent documentation regarding the specific appeal grounds. The Appellate Decision-maker will deliberate as soon as is practicable and discuss the merits of the appeal.

Appeal decisions 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. All decisions apply the preponderance of the evidence standard.

An appeal is not an opportunity for the Appeal Panel or Decision-makers to substitute their judgment for that of the original Decision-maker merely because they disagree with the finding and/or sanction(s).

The Appeal Panel or Decision-maker may consult with the Title IX Coordinator and/or legal counsel on questions of procedure or rationale, for clarification, if needed. The Title IX Coordinator will maintain documentation of all such consultation.

4. Appeal Outcome

An appeal may be granted or denied. Appeals that are granted should normally be remanded (or partially remanded) to the original Investigator(s) and/or Decision-maker with corrective instructions for reconsideration. In rare circumstances where an error cannot be cured by the original Investigator(s) and/or Decision-maker or the Title IX Coordinator (as in cases of bias), the Appellate Decision-maker may order a new investigation and/or a new determination with new Pool members serving in the Investigator and Decision-maker roles.

A Notice of Appeal Outcome letter will be sent to all Parties simultaneously, or without significant time delay between notifications. The 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 federal or state law), and the rationale supporting the essential findings to the extent the School is permitted to share under federal or state law.

Written notification 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 account on file with the School. Once mailed, emailed, and/or received in person, the Appeal Outcome will be presumptively delivered.

Once an appeal is decided, the outcome is final and constitutes the Final Determination; further appeals are not permitted, even if a decision or sanction is changed on remand (except in the case of a new determination). When appeals result in no change to the finding or sanction, that decision is final. When an appeal results in a new finding or sanction, that finding or sanction can be appealed one final time on the grounds listed above and in accordance with these procedures.

If a remand results in a new determination that is different from the appealed determination, that new determination can be appealed, once, on any of the five available appeal grounds.

5. Sanction Status During Appeal

Any sanctions imposed as a result of the determination are not implemented during the appeal process, and supportive measures may be maintained or reinstated until the appeal determination is made.

For Student Respondents, if any of the sanctions are to be implemented immediately post-determination, 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 two (2) business days of implementation.

For Employee Respondents, the School may determine that they will follow applicable leave policies pending appeal.

9. *Sanctions, Long Term Remedies, and Other Actions*

a) Implementation

Following the conclusion of the Resolution Process, and in addition to any sanctions implemented or Informal Resolution terms, the Title IX Coordinator may implement additional long-term remedies or actions with respect to the Parties and/or the School community that are intended to stop the discrimination, harassment, and/or retaliation, remedy the effects, and prevent recurrence.

These remedies/actions may include, but are not limited to:

- Referral to external counseling and health services
- Referral to the Employee Assistance Program
- Program and registration adjustments, such as retroactive withdrawals
- Education to the individual and/or the School community
- Permanent alteration of work arrangements for employees
- Provision of campus safety escorts
- Climate surveys
- Policy modification and/or training
- Implementation of long-term contact limitations between the Parties
- Implementation of adjustments to academic deadlines, program enrollment, etc.

At the discretion of the Title IX Coordinator, certain long-term supportive 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 for the Respondent, on behalf of the School, to ensure there is not an 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 the necessary remedies/actions/measures.

b) Failure to Comply with Sanctions, Responsive Actions and/or Informal Resolution Terms

All Respondents are expected to comply with the assigned sanctions, responsive actions, corrective actions, and/or Informal Resolution terms within the timeframe specified by the final Decision-maker(s), including the Appellate Decision-maker or the Informal Resolution Agreement.

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, expulsion, and/or termination from the School.

Supervisors are expected to enforce the completion of sanctions/responsive actions for their employees.

A suspension imposed for non-compliance with sanctions will only be lifted when compliance is achieved to the Title IX Coordinator's satisfaction.

J. Recordkeeping and Involved Parties

1. *Interview Recording*
2. *Institutional Recordkeeping*

For a period of at least seven (7) years following the conclusion of the Resolution Process, the School will maintain records of:

1. Each discrimination, harassment, and retaliation resolution process, including any Final Determination regarding responsibility or appeal, and any audio or audiovisual recording or transcript required under federal regulation
2. Any disciplinary sanctions imposed on the Respondent
3. Any supportive measures provided to the Parties and any remedies provided to the Complainant or the community 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 provide training to individuals involved in the Title IX Process and Procedures, including: Title IX Coordinator and designees, Investigators, Decision-makers, Appeal Decision-makers, Informal Resolution Facilitator, and any person who is responsible for implementing the School's Resolution Process, or who has the authority to modify or terminate supportive measures. The School will make these training materials available for review upon request.
7. All materials used to train all employees consistent with the requirements in the Title IX Regulations.

School will also maintain any and all records in accordance with state and federal laws.

K. Evidentiary Considerations

1. Relevance

Relevant evidence is that which may aid in determining whether the allegation occurred, or whether the behavior constitutes a violation of Policy.

The Investigator(s) and the Decision-maker(s) will only consider evidence that is deemed relevant and not otherwise impermissible.

2. *Impermissible Evidence*

Impermissible evidence is defined as evidence that relates to the Complainant's sexual interests or prior sexual conduct, unless 1) evidence about the Complainant's prior sexual conduct is offered to prove that someone other than the Respondent committed the alleged conduct, or 2) is evidence about specific incidents of the Complainant's prior sexual conduct with the Respondent that is offered to prove consent.

The fact of prior consensual sexual conduct between the Complainant and Respondent does not by itself demonstrate or imply the Complainant's consent or preclude a determination that sex-based harassment occurred.

3. *Previous Disciplinary Action of the Respondent*

Previous disciplinary action of any kind involving the Respondent may not be considered 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. Barring a pattern allegation, this information is only considered at the sanction stage of the process and is not shared until then.

4. *Character Evidence*

Within the limitations stated above, the investigation and determination can consider character evidence, if offered, but that evidence is unlikely to be relevant unless it is fact evidence or relates to a pattern of conduct.

L. Accommodations and Support During the Resolution Process

1. Disability Accommodations

The School is committed to providing reasonable accommodations and support to qualified students, employees, or others with disabilities to ensure equal access to the School's Policy and Resolution Process options. Anyone needing such accommodations or support should contact the Title IX Coordinator who provide the ADA Coordinator with the information they have. The ADA Coordinator may require additional documentation for an ADA Accommodation and will follow the published policy that is available here: will, in consultation with the Title IX Coordinator and with the person requesting the accommodation.

2. *Other Supportive Mechanisms*

The School will also address reasonable requests for support for the Parties and witnesses, including:

- Language services/Interpreters
- Access and training regarding use of technology throughout the Resolution Process
- Other support as deemed reasonable and necessary to facilitate participation in the Resolution Process

M. Administrative Process Resolution Team and Impartiality

The Administrative Resolution Process ("Process") relies on a group of trained individuals to carry out the Process "Resolution Process Pool". This group may include external, trained third-party neutral professionals that may be designated on an as needed basis and also be used to serve in this role.

1. *Resolution Process Pool Training*

The Resolution Process Pool, including external individuals hired to act in this capacity, will receive annual training as required by the relevant regulations related to their respective roles, including additional training elements specific to Title IX. For additional information about Resolution Process Pool Training received, please contact the Title IX Coordinator.

2. *Ensuring Impartiality*

Any individual materially involved in the administration of the Resolution Process, including the Title IX Coordinator, Investigator(s), and Decision-maker(s), 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(s), Decision-maker(s), and Appeals officers for impartiality by ensuring there are no actual or apparent conflicts of interest or disqualifying biases. At any time during the Resolution Process, the Parties may raise a concern regarding bias or conflict of interest, in writing to the Title IX Coordinator, and the Title IX Coordinator will determine whether the concern is reasonable and supportable. If so, another person 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 Administrative Resolution Process involves an objective evaluation of all available relevant and not otherwise impermissible evidence, 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. All Parties have a full and fair opportunity, through the investigation process, to suggest witnesses and questions, to provide evidence, and to receive a written investigation report that accurately summarizes this evidence.

N. Statement of the Parties Rights under the Protected Class Nondiscrimination Policy and Procedures

Under this Protected Class Nondiscrimination Policy and Procedures, the Parties have the right to:

- An equitable investigation and resolution of all credible allegations of prohibited protected class discrimination, harassment, retaliation, and other prohibited behaviors, when reported in good faith to School officials.
- Timely written notice of all alleged violations, including the identity of the Parties involved (if known), the specific misconduct being alleged, the date and location of the alleged misconduct (if known), the implicated Policies and procedures, and possible sanctions.
- Timely written notice of any material adjustments to the allegations (e.g., additional incidents or allegations, additional Complainants) by updating the Notice of Investigation and Allegation(s) (NOIA) as needed to clarify potentially implicated Policy violations.
- Be informed in advance of any School public release of information regarding the allegation(s) or underlying incident(s), whenever possible.
- Have all personally identifiable information protected from the School's release to the public without consent, except to the extent permitted by law.
- Be treated with respect by School officials.
- Have the School's Policy and these procedures followed without material deviation.
- Voluntarily agree to resolve allegations under this Policy through Informal Resolution without School pressure, if Informal Resolution is approved by the Title IX Coordinator.
- Not be discouraged by School officials from reporting discrimination, harassment, retaliation, and other prohibited behavior to both on-campus and off-campus authorities.
- Be informed 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 chooses. This also includes the right to not be pressured to report.
- Have allegations of violations of this Policy responded to promptly and with sensitivity by School officials.
- Be informed of available supportive measures, such as counseling, advocacy, health care, student financial aid, visa and immigration assistance, and/or other services, both on-campus and in the community.
- 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 based on an individual's protected characteristic(s).
- Be informed of available assistance in changing academic and/or employment situations after an alleged incident of protected class discrimination, harassment, and/or retaliation, if such changes are reasonably available. No formal report, or investigation, either institutional or criminal, needs to occur for this option to be available. Such actions may include, but are not limited to:
    - Changing an employee's work environment (e.g., reporting structure, office/workspace relocation)
    - Changing academic environment (e.g. changing schedules without penalty)
    - Transportation assistance
    - Referral to Visa/immigration assistance
    - Rescheduling or adjusting internal deadline
    - Receiving a withdrawal from a program
    - Changing Program Schedules
    - Temporary leave of absence (may be retroactive)
    - Campus safety escorts

    - Alternative course completion options (please note that accreditation restrictions may apply to the alternative options available).

- Have the School maintain supportive measures 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.
- Receive sufficiently advanced written notice of any School meetings or interviews involving another party, when possible.
- Identify and have the Investigator(s) and/or Decision-maker question relevant available witnesses, including expert witnesses.
- Provide the Investigator(s)/Decision-maker with a list of questions that, if deemed relevant and permissible by the Investigator(s)/Decision-maker, may be asked of any party or witness.
- Have Complainant's inadmissible sexual interests/prior sexual history or any Party's irrelevant character evidence excluded by the Decision-maker.
- Access the relevant evidence obtained and respond to that evidence.
- A fair opportunity to provide the Investigator(s) with their account of the alleged misconduct and have that account be on the record.
- Receive a copy of all relevant and permissible evidence obtained during the investigation, subject to privacy limitations imposed by federal and state law and be given five (5) business days 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 five (5) business days to review the report prior to the determination.
- Be informed of the names of all witnesses whose information will be used to make a finding, in advance of that finding, when relevant.
- Regular status updates on the investigation and/or Resolution Process.
- Have reports of alleged Policy violations addressed by Resolution Process Pool members who have received relevant annual training as required by law.
- A Decision-making panel that is not single-sex in its composition, if a panel is used.
- Preservation of confidentiality/privacy, to the extent possible and permitted by law.
- Meetings, interviews, and/or hearings that are closed to the public.
- Petition that any School representative in the process be recused on the basis of disqualifying bias and/or conflict of interest.
- Be able to select an Advisor of their choice to accompany and assist the party in all meetings and/or interviews associated with the Resolution Process.
- Apply the appropriate standard of proof, preponderance of the evidence , to make a Finding and Final Determination after an objective evaluation of all relevant and permissible evidence.
- Be present, including presence via remote technology, during all testimony given and evidence presented during any hearing (if relevant).
- Have an impact and/or mitigation statement considered by the Decision-maker following a determination of responsibility for any allegation, but prior to sanctioning.
- Be promptly informed of the Resolution Process finding(s) and sanction(s) (if any) and be given a detailed rationale of the decision (including an explanation of how credibility was assessed) in a written outcome letter delivered to the Parties simultaneously (without undue delay).
- Be informed in writing of when a School decision is considered final and any changes to the Final Determination or sanction(s) that occur post outcome letter delivery.
- Be informed of the opportunity to appeal the Resolution Process finding(s) and sanction(s), and the procedures for doing so in accordance with the School's grounds for appeal. A fundamentally fair resolution as defined in these procedures. Notice to the School of Allegations or Complaint.

O. Revision of these Procedures

These procedures succeed any previous procedures addressing protected class discrimination, harassment, and retaliation for incidents occurring on or after August 1, 2024. The Title IX Coordinator will regularly review and update these procedures. The School reserves the right to make changes to this document as necessary, and once those changes are posted online, they are in effect.

If governing 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 governing laws or regulations or court holdings.

This document does not create legally enforceable protections beyond the protections of the background state and federal laws that frame such policies and codes, generally.

XXI. Policy Effective Date

This Policy and these Procedures are effective on August 1, 2024. If circumstances change and this policy is no longer compliant, we can make changes and/or revert to the previous policy.

PROTECTED CLASS NONDISCRIMINATION POLICY AND PROCEDURES

APPENDIX A:

Protected Class Nondiscrimination Policy and Procedures Record Maintenance and Access 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/Nondiscrimination Office. All such records are considered private or confidential by the Title IX/Nondiscrimination in accordance with FERPA and the directive from the Department of Education to maintain the confidentiality of records related to discrimination, harassment, and retaliation. 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 federal and/or state law. 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 Protected Class Nondiscrimination Policy and Procedures include, but are not limited to:

- The Complaint
- NOIAs
- 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 evaluation
- Investigation-related evidence (e.g., physical and documentary evidence collected and interview transcripts)
- Dismissal-related documentation and appeals
- Documentation related to Emergency Removals, leaves, and interim actions and challenges
- Documentation related to the Resolution Process
- The Final Investigation Report and file
- Remedy-related documentation
- Supportive measures-related documentation
- Appeal-related documentation
- Informal Resolution records
- Outcome Notices
- Any other records typically maintained by the School as part of the Complaint file

Drafts and Working Files: Preliminary drafts and "working files" are not considered records that the School must maintain, and these are typically destroyed during the course of an investigation or at the conclusion of any Resolution 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 author and/or the Title IX Coordinator or designee. An example of a "working file" would be the Investigator's notes made during an interview on topics that they want 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/Nondiscrimination Office or its designees with the School's legal counsel may be work product protected by attorney-client privilege. These privileged communications are not considered records to be maintained by the School or accessible under this Policy unless the Title IX Coordinator or designee, 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 format and maintained by the Title IX Coordinator or designee. The complete file must be transferred to the Title IX Coordinator or designee, typically within fourteen (14) business days of the complaint resolution (including any appeal), if the file is not already maintained within the Title IX/Nondiscrimination Office. Security protocols must be in place to preserve the integrity and privacy of any parts of any record that are maintained during the pendency of an investigation.

The School will store all records created pursuant to the Policy, regardless of the identities of the Parties. Any extra (non-essential) copies of the records (both digital and paper) must be destroyed.

A copy of records showing compliance with any applicable Clery Act/Violence Against Women Act (VAWA) requirements will be maintained along with the Complaint file by the School.

Title IX Training Materials

The School will also maintain copies of the slides or other materials from all Title IX training for the Resolution Process Pool members, or any external designees who are utilized during a Resolution Process, and employees. Trainings occurring prior to August 1, 2024, are posted online, and trainings occurring after August 1, 2024, are available for review upon request to the Title IX Coordinator.

Record Retention

All records created and maintained pursuant to the Policy will be retained by the School for a minimum of seven (7) years in database, digital, and/or paper form. Except for records pertaining to Title IX and the Clery Act/VAWA, the School may authorize destruction or expungement acting under their own discretion, or in accordance with a duly executed and binding claim settlement and/or by court or government order.

Record Access

Access to records created pursuant to the Policy or housed in the School is strictly limited to the Title IX Coordinator, Director, and any person they authorize in writing, at their discretion, or via permission levels within the database. Those who are granted broad access to the Title IX/Nondiscrimination records are expected to access only those pertinent to their scope, 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.

Student Parties may request access to their complaint 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. The School will watermark any such file with the watermark identifying the role of the person in the process (e.g., Complainant, Respondent, Decision-maker; Complainant's Advisor) before sharing.

The School will maintain an access log of each case file, showing when and by whom it was accessed and for what purpose.

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 floods, fire, and other potential emergencies. Clothing, forensic, and other physical evidence should be securely stored in the Title IX Coordinator's or another appropriate secure location. 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 Complaint file.

PROTECTED CLASS NONDISCRIMINATION POLICY AND PROCEDURES

APPENDIX B:

State Criminal Law Definition of Consent:

The State of Delaware defines the term "without consent" in relation to sexual activity at 11 DE Code § 761 (k) as:

(k) "Without consent" means:

(1) The defendant compelled the victim to submit by any act of coercion as defined in §§ 791 and 792 of this title, or by force, by gesture, or by threat of death, physical injury, pain or kidnapping to be inflicted upon the victim or a third party, or by any other means which would compel a reasonable person under the circumstances to submit. It is not required that the victim resist such force or threat to the utmost, or to resist if resistance would be futile or foolhardy, but the victim need resist only to the extent that it is reasonably necessary to make the victim's refusal to consent known to the defendant; or

(2) The defendant knew that the victim was unconscious, asleep or otherwise unaware that a sexual act was being performed; or

(3) The defendant knew that the victim suffered from a cognitive disability, mental illness or mental defect which rendered the victim incapable of appraising the nature of the sexual conduct or incapable of consenting; or

(4) Where the defendant is a health professional, as defined herein, or a minister, priest, rabbi or other member of a religious organization engaged in pastoral counseling, the commission of acts of sexual contact, sexual penetration or sexual intercourse by such person shall be deemed to be without consent of the victim where such acts are committed under the guise of providing professional diagnosis, counseling or treatment and where at the times of such acts the victim reasonably believed the acts were for medically or professionally appropriate diagnosis, counseling or treatment, such that resistance by the victim could not reasonably have been manifested. For purposes of this paragraph, "health professional" includes all individuals who are licensed or who hold themselves out to be licensed or who otherwise provide professional physical or mental health services, diagnosis, treatment or counseling and shall include, but not be limited to, doctors of medicine and osteopathy, dentists, nurses, physical therapists, chiropractors, psychologists, social workers, medical technicians, mental health counselors, substance abuse counselors, marriage and family counselors or therapists and hypnotherapists; or

(5) The defendant had substantially impaired the victim's power to appraise or control the victim's own conduct by administering or employing without the other person's knowledge or against the other person's will, drugs, intoxicants or other means for the purpose of preventing resistance.

Delaware Code further defines at what age consent is possible at 11 DE Code § 761 (l)

(l) A child who has not yet reached that child's sixteenth birthday is deemed unable to consent to a sexual act with a person more than 4 years older than said child. Children who have not yet reached their twelfth birthday are deemed unable to consent to a sexual act under any circumstances.

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 - Delaware 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 - Delaware, including anywhere that the school may hold an event, possess 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.

STUDENT BIOMETRIC INFORMATION PRIVACY POLICY

Paul Mitchell The School - Delaware records attendance in clock hours. To ensure proper clock hours are credited, students are required to clock in and out utilizing a biometric scanner in accordance with the Course Key policy. Biometric scanners are computer-based systems that scan a student's finger or facial identifier for purposes of identification. The computer system extracts unique data points and creates a unique mathematical representation used to verify a person's identity. Paul Mitchell The School - Delaware or its vendors may collect, retain, and use biometric data for the purpose of identifying students when recording clock hours.

BIOMETRIC DATA DEFINED

In general, biometric data is "biometric identifiers" and "biometric information" as defined below. "Biometric identifier" means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry. Biometric identifiers do not include writing samples, written signatures, photographs, human biological samples used for valid scientific testing or screening, demographic data, tattoo descriptions, or physical descriptions such as height, weight, hair color, or eye color.

"Biometric information" means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual. Biometric information does not include information derived from items or procedures excluded under the definition of biometric identifiers.

PURPOSE FOR COLLECTION OF BIOMETRIC DATA

The School does not collect or store biometric data. At this time, the School's third-party time clock vendor may collect and store an individual's biometric identifier (for example, fingerprint or facial identifiers), solely for identification in connection with the use of the biometric time clock. The School's third-party time clock vendor will retain biometric data of an only for so long as the person is an enrolled student. The biometric data shall be permanently removed from the records of the School's vendors and licensors in accordance with the retention schedule set forth herein.

DISCLOSURE AND AUTHORIZATION

Each student will be required to sign the Release and Consent to Use of Biometric Data as a condition of his/her enrollment with the School.

The School and its time clock vendors will not sell, lease, trade, or otherwise profit from students' biometric data; provided, however, that the School's time clock vendor will be paid for products or services used by the School that utilize such biometric data.

The School will not disclose or disseminate any biometric data to anyone other than its time clock vendors without first obtaining student's written consent to such disclosure or dissemination unless disclosure or redisclosure is required by state or federal law or municipal ordinance or required pursuant to a valid warrant or subpoena issued by a court of competent jurisdiction.

RETENTION SCHEDULE

The School shall retain a student's biometric data only until, and shall require that its time clock vendors permanently destroy such data when, the first of the following occurs:

1. Within thirty (30) days after the initial purpose for collecting or obtaining such biometric data has been satisfied, such as the withdrawal or graduation of a student; or
2. Within 3 years of the student's last interaction with the School.

DATA STORAGE

The School and its time clock vendors shall use a reasonable standard of care to store, transmit and protect from disclosure any paper or electronic biometric data collected. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the way the School or its time clock vendors transmit and protect from disclosure other confiden-tial and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as driver's license numbers and social security numbers.

POLICY FOR PREGNANCY AND CHILDBIRTH

1. **Purpose**

Paul Mitchell The School - Delaware (here after "School") is committed to providing a workplace and educational environment, as well as other benefits, programs, and activities, that allow for equal access for Future Professionals and employees navigating pregnancy and related conditions. To ensure compliance with federal, state, and local civil rights laws and regulations, and to affirm its commitment to promoting access, the School has developed policies and procedures for Future Professionals and employees navigating pregnancy and related conditions.

2. **Notice of Nondiscrimination**

The School does not discriminate in its education program or activity against any applicant for admission, student (Future Professional), applicant for employment, or employee on the basis of current, potential, or past pregnancy or related conditions as mandated by Title IX of the Education Amendments of 1972 (Title IX). The School prohibits members of the School community from adopting or implementing any policy, practice, or procedure which treats an applicant for admission, student (Future Professional), applicant for employment, or employee differently on the basis of current, potential, or past parental, family, or marital status. This policy and its pregnancy-related protections apply to all pregnant persons, regardless of gender identity or expression.

3. **Definitions:**
    1. ***Familial Status.*** The configuration of one's family or one's role in a family.
    2. ***Marital Status.*** The state of being married or unmarried.

3. ***Parental Status.*** The status of a person who, with respect to another person who is under the age of 18,[1] is a biological, adoptive, foster, or stepparent; a legal custodian or guardian; in loco parentis with respect to such a person; or actively seeking legal custody, guardianship, visitation, or adoption of such a person.
4. ***Pregnancy and Related Conditions.*** The full spectrum of processes and events connected with pregnancy, including pregnancy, childbirth, termination of pregnancy, or lactation; related medical conditions; and recovery therefrom.[2]
5. ***Reasonable Modifications.*** Individualized modifications to the School's policies, practices, or procedures that do not fundamentally alter the School's education program or activity.

[1] Or a person who is 18 or older but who is incapable of self-care because of a mental or physical disability.
[2] "[T]he Department interprets 'termination of pregnancy' to mean the end of pregnancy in any manner, including, miscarriage, stillbirth, or abortion." Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 89 F.R. 33474, April 29, 2024, codified at 34 C.F.R. 106.

4. **Employee Information Sharing Requirements**

Any School employee who becomes aware of a student's pregnancy or related condition is required to provide the Future Professional with the Title IX Coordinator's contact information and communicate that the Title IX Coordinator can help take specific actions to prevent discrimination and ensure equal access to the School's education program and activity or provide the information to the Title IX Coordinator who will provide the necessary information to the Future Professional. If the employee has a reasonable belief that the Title IX Coordinator is already aware of the pregnancy or related condition, the employee is not required to provide the Future Professional with the Title IX Coordinator's contact information.

Upon notification of a Future Professional's pregnancy or related condition, the Title IX Coordinator will contact the Future Professional and inform the Future Professional of the School's obligations to:

- Prohibit sex discrimination.
- Provide reasonable modifications.
- Allow access, on a voluntary basis, to any separate and comparable portion of the institution's education program or activity.
- Allow a voluntary leave of absence.
- Ensure lactation space availability.
- Maintain a Resolution Process for alleged discrimination.
- Treat pregnancy as comparable to other temporary medical conditions for medical benefit, service, plan, or policy purposes.

The Title IX Coordinator will also notify the Future Professional of the process to make a complaint for alleged discrimination, harassment, or retaliation, as applicable.

5. **Reasonable Modifications for Future Professionals**

Future Professionals who are pregnant or are experiencing related conditions are entitled to Reasonable Modifications to prevent sex discrimination and ensure equal access to the School's education program and activity. Any Future Professional seeking Reasonable Modifications must contact the Title IX Coordinator to discuss appropriate and available Reasonable Modifications based on their individual needs. Future Professionals are encouraged to request Reasonable Modifications as promptly as possible, although retroactive modifications may be available in some circumstances. Reasonable Modifications are voluntary, and a Future Professional can accept or decline the offered Reasonable Modifications. Not all Reasonable Modifications are appropriate for all contexts.

Reasonable Modifications may include:

- Breaks during class to express breast milk, breastfeed, or attend to health needs associated with pregnancy or related conditions, including eating, drinking, or using the restroom (please note that due to the clock-hour education requirements if a break is longer than ten-minutes, the Future Professional will be required to clock out for the time missed and may make that time up).
- Intermittent absences to attend medical appointments (provision of a doctor's note or other documentation of a medical visit will allow for the school to note that the absence was related to the reasonable modification and allow the Future Professional to be able to immediately be eligible to make up the time missed via the makeup hours policy).
- Access to online or homebound education, if available (to the extent permitted by the state board/accreditor for clock-hour programs)
- Changes in schedule (however, due to clock-hour education requirements, the Future Professional must attend a published schedule)
- Time extensions for coursework and rescheduling of tests and examinations
- Allowing a Future Professional to sit or stand, or carry or keep water nearby
- Provision of referrals to counseling
- Changes in physical space or supplies (for example, access to a larger desk or stylist stool)
- Elevator access
- A larger uniform or other required clothing or equipment (if provided by the School)
- Other changes to policies, practices, or procedures determined by the Title IX Coordinator

In the School's progressive curricular model programs, medically necessary leaves are sufficient cause to permit the Future Professional to join a subsequent cohort when returning from leave. Future Professionals are encouraged to work with their Title IX Coordinator and the School to devise a plan for how to best address the conditions as pregnancy progresses, anticipate the need for leaves, minimize the academic impact of their absence, and get back on track as efficiently and comfortably as possible. The Title IX Coordinator will assist with plan development and implementation as needed.

Supporting documentation for Reasonable Modifications will only be required when it is necessary and reasonable under the circumstances to determine which Reasonable Modifications to offer to determine other specific actions to take to ensure equal access. A Reasonable Modification does not excuse participation in the educational program or from completing all requirements of the program.

Information about pregnant Future Professionals' requests for modifications will be shared with faculty and staff only to the extent necessary to provide the Reasonable Modification.

Future Professionals experiencing pregnancy-related conditions that manifest as a temporary disability under the Americans with Disabilities Act (ADA) or Section 504 of the Rehabilitation Act are eligible for reasonable accommodations just like any other Future Professional with a temporary disability. The Title IX Coordinator will consult with the ADA Coordinator to ensure the Future Professional receives reasonable accommodations for their disability as required by law.

6. **Certification to Participate**

All Future Professionals should be informed of health and safety risks related to participation in academic and co-curricular activities, regardless of pregnancy status. A Future Professional may not be required to provide health care provider or other certification that the Future Professional is physically able to participate in the program or activity, unless:

1. The certified level of physical ability or health is necessary for participation;
2. The institution requires such certification of all Future Professionals participating; and
3. The information obtained is not used as a basis for pregnancy-related discrimination.

7. **Lactation Space Access**

The School provides Future Professionals and employees with access to lactation spaces that are functional, appropriate, and safe. Such spaces are regularly cleaned, shielded from view, and free from the intrusion of others. For more information about lactation spaces and access, please contact the Title IX Coordinator.

8. **Leaves of Absence**

A. Future Professionals

Future Professionals are permitted to take a voluntary Pregnancy Leave of Absence for a reasonable time as deemed medically necessary by their healthcare provider because of pregnancy and/or the birth, adoption, or placement of a child. The leave term may be extended in the case of extenuating circumstances or medical necessity. Future Professionals who elect to take a voluntary pregnancy leave of absence are eligible to elect to take leave under this policy or under the Leave of Absence Policy that is outlined in the catalog.

To the extent possible, School will take reasonable steps to ensure that Future Professionals who take a leave of absence or pregnancy leave of absence return to the same position of academic progress that they were in when they took leave, including access to the same or an equivalent program that was in place when the leave began.

Continuation of Future Professionals' scholarships, or similar School-sponsored funding during the leave term will depend on Future Professional registration status and the policies of the funding program regarding registration status. Future Professionals will not be negatively impacted by or forfeit their future eligibility for their School provided scholarship, or similar School provided funding by exercising their rights under this policy.

The Title IX Coordinator can and will advocate for Future Professionals with respect to financial aid agencies and external scholarship providers in the event that a leave of absence places eligibility into question. However, there is not a guarantee of outcome. There are certain pieces like change of award year and eligible family size that may change based on the range of time where the Future Professional is on the leave of absence or pregnancy leave of absence.

In order to initiate a Pregnancy Leave of Absence, the Future Professional must contact the Title IX Coordinator at least 30 calendar days prior to the initiation of leave, or as soon as practicable. The Title IX Coordinator will assist the Future Professional in completing any necessary paperwork.

B. Employees

Information on employment leave can be found in your employment documentation.

If an employee, including an individual who is both a Future Professional and an employee, is not eligible for leave under the aforementioned leave policy because they either (1) do not have enough leave time available under that policy, or (2) have not been employed long enough to qualify for leave under that policy, they are eligible to qualify for pregnancy or related condition leave under Title IX. Pregnancy and related conditions will be regarded as a justification for a leave of absence without pay for a reasonable period of time.

Employees who take leave under Title IX must be reinstated to the status held when leave began or a comparable position without a negative effect on any employment privilege or right.

9. **Future Professional Parents**

Future Professionals with child caretaking/parenting responsibilities who wish to remain engaged in their coursework while adjusting their academic responsibilities because of the birth or adoption of a child or placement of a foster child may request a leave of absence under the Leave of Absence policy.

10. **Policy Dissemination and Training**

A copy of this policy will be made available to employees upon hire and provided annually. The School will alert all new Future Professionals about this policy and the location of this policy during the enrollment process and/or during CORE. The Title IX Coordinator is available to provide educational conversations and/or materials to promote compliance with this policy and familiarity with its procedures.

This policy and procedure was implemented on August 1, 2024.

NOTICE OF NONDISCRIMINATION

Paul Mitchell The School - Delaware ("School") does not discriminate on the basis of protected class status, including sex and prohibits sex discrimination in any education program or activity that it operates as required by Title IX and its regulations, including in admission and employment.

Inquiries about Title IX may be referred to the School's Title IX Coordinator, the U.S. Department of Civil Rights, or both. The School's Title IX Coordinator is:

Ashley Ward Williams
1420 Pulaski Highway
Newark, DE 19702
ashleyw@delaware.paulmitchell.edu
(302) 832-8418

The School's Protected Class Nondiscrimination Policy and Grievance Procedures can be located here https://catalog.delaware.paulmitchell.edu/protected-class-nondiscrimination-policy-and-procedures-21.

To Report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please contact the Title IX Coordinator through one of the above methods (telephone, email, or in person at their office).

ADDENDUM

2024 CATALOG ADDENDUM

Paul Mitchell The School - Delaware requires applicants and students to check for updates to the catalog at paulmitchell.edu/delaware.

REVISED 01.11.24

- School Facilities updated
- Transfer of Credit Policy updated
- 2024 Class Start Dates updated
- Course Schedules updated
- Cost of Tuition and Supplies updated
- Cosmetology Technical Kit updated
- Maximum Time Frame updated
- Evaluation Procedures and Required Level of Achievement updated
- School Administration updated

REVISED 01.30.24

- Cost of Tuition and Supplies updated
- Cosmetology Course Outline updated
- Graduation Requirements updated
- Career Services updated
- Leave of Absence Policy updated
- Performance Statistics updated
- Students Right-To-Know-Combined Department of Education Rates (IPEDS) updated
- Student Professional Development Guidelines updated
- Policy and Procedures for Future Professionals with Disabilities updated
- Membership Affiliations updated
- School Administration updated

REVISED 02.15.24

- School Facilities updated
- Parking and Amenities updated

REVISED 03.14.24

- Admission Requirements - High School Education and Equivalents updated
- Admission Procedures updated
- Student Right of Access and Record Retention Policy updated

REVISED 03.28.24

- Cosmetology Program Testing and Grading Procedure updated
- Instructor Program Testing and Grading Procedure updated
- Esthetics Program Testing and Grading Procedure updated

- Career Services updated
- School Administration updated

REVISED 05.06.24

- Suspension, Termination and Additional Fee updated
- Cosmetology Course Description updated
- Instructor Course Description updated
- Esthetics Course Description updated
- Financial Aid updated
- Withdrawing From School updated
- Federal Return of Title IV Funds Policy updated
- Professional Image updated

REVISED 05.28.24

- 2024 Cosmetology Class Start Dates updated

REVISED 05.30.24

- 2024 Esthetics Class Start Dates updated
- Esthetics Course Schedule updated
- Maximum Time Frame updated
- Evaluation Procedures and Required Level of Achievement updated

REVISED 06.17.24

- English Proficiency Policy removed
- Cosmetology Course Description updated
- Instructor Course Description updated
- Esthetics Course Description updated

REVISED 06.20.24

- Students Right-to-Know-Combined Department of Education Rates (IPEDS) updated

REVISED 07.26.24

- Policy for Pregnancy and Childbirth added

REVISED 08.01.24

- Leave of Absence Policy updated
- In-Completes, Withdrawal, or Repetitions updated
- Notice of Nondiscrimination added
- Protected Class Nondiscrimination Policy and Procedures updated

REVISED 08.08.24

- School Administration updated

REVISED 08.22.24

- Admission Requirements - High School Education and Equivalents updated
- Federal Return of Title IV Funds Policy updated
- Cosmetology Education Kit updated
- Esthetics Education Kit updated

REVISED 08.29.24

- Cosmetology Kit and Textbooks updated
- Instructor Kit and Textbooks updated
- Esthetics Kit and Textbooks updated