Paul Mitchell The School San Jose

"STUDENT'S RIGHT TO CANCEL" - INSTITUTIONAL REFUND POLICY

This is a state mandated policy following the Bureau for Private Postsecondary Education Code of Regulation 71750. This policy applies to all students and programs. The school participates in federal financial aid programs, Title IV and PELL. The school does not participate in state financial aid programs.

1. Any monies due the student shall be refunded within 30 days of official cancellation or withdrawal. Official cancellation or withdrawal shall occur on the earlier of the dates that:
    a. A student is not accepted by the school. This student shall be entitled to a refund of all monies paid to the school except a non-refundable application fee.
    b. A student (or in the case of a student under legal age, his/her parent or guardian) cancels his/her enrollment agreement and demands his/her money back in writing, through attendance of the first class session or the seventh (7) business day after enrollment, whichever is later. In this case all monies collected by the school shall be refunded except a non-refundable application fee. This policy applies regardless of whether or not the student has actually started training.
    c. A student who cancels his/her enrollment agreement through attendance of the first class session or the seventh (7) business day after enrollment 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 is expelled by the institution.
    f. For official cancellations as defined in paragraphs b, c, d, or e, the cancellation date will be determined by the postmark on written notification at the following address: Paul Mitchell The School San Jose, 2200 Eastridge Loop Unit #1004, San Jose, CA 95122, or by the date said information is delivered to the school administrator/owner in person. Written cancellations need not take any particular form.
    g. Monies paid for student kits are non-refundable after the cancellation period.
    h. A student on a leave of absence date of withdrawal determination shall be the earlier of the scheduled date of return from the leave of absence or the date the student notifies the school that the student will not be returning.
2. You have the right to cancel your enrollment agreement and obtain a refund of charges paid through attendance of the first class session or the seventh (7) business day after enrollment, whichever is later. YOU MUST CANCEL IN WRITING. Students do not have the right to cancel by telephoning the school or by not coming to class.
3. Any monies due a student who unofficially withdraws from the institution shall be refunded within 30 days of a determination by the institution that the student has withdrawn without notifying the institution. Unofficial withdrawals are monitored every 15 days and a determination is made to withdraw a student who has been absent from school for 14 or more consecutive calendar days; the withdrawal date that will be used in this calculation is the student’s actual last date of attendance.
4. When situations of mitigating circumstances are in evidence, such as serious illness, a disabling accident, or death in the immediate family, the school may make a settlement that is reasonable and fair to both parties.
5. All extra costs, such as books, equipment, graduation fees, application fee, rentals, and other such charges, are not considered in the tuition adjustment computation if the charges are itemized separately in the enrollment agreement.
6. Monies paid for supplies and equipment are nonrefundable after the cancellation period.

7. If a course and/or program is cancelled subsequent to a student's enrollment, and before instruction in the course and/or program has begun, the school shall either provide a full refund of all monies paid or provide completion of the course and/or program.
8. If a course and/or program is cancelled and ceases to offer instruction after the student has enrolled and instruction has begun, the school shall either provide a full refund of all monies paid or provide completion of the course and/or program.
9. A student's account may be sent to collections for nonpayment.
10. If an institution closes or discontinues a program prior to the completion of the contracted services, the institution shall provide a pro-rata refund only if the Bureau determines the school made provisions for students enrolled at the time of default to complete a comparable educational program at another institution at no additional charge to the student beyond the amount of the total charges in the original enrollment agreement. If the institution does not make that provision, the institution shall provide students a full refund of all institutional charges.
11. A student is entitled to a refund of monies not paid from federal student aid program funds.

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

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

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

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

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

Step 2: Subtract Registration/Application fee not to exceed $250.00. The school charges a registration fee of $75.00 and an application fee of $25.00.

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

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

Tuition amount	**10%**	**25%**	**50%**	**60%**	**61%-100%**
$13,130.00	$1,313.00	$3,282.50	$6,565.00	$7,878.00	$13,130.00

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

You have the right to withdraw from a course of instruction at any time. If you withdraw from the course of instruction after the period allowed for cancellation of the agreement, which is until the first day of class session, or the seventh (7) calendar day after enrollment, whichever is later, the school will remit a refund less a registration fee, if applicable, within 30 days following your withdrawal. You are obligated to pay only for educational services rendered and for unreturned equipment.

IF THE AMOUNT YOU HAVE PAID IS MORE THAN THE AMOUNT YOU OWE FOR THE TIME YOU ATTENDED, THEN A REFUND WILL BE MADE WITHIN 30 DAYS OF WITHDRAWAL. IF THE AMOUNT YOU OWE IS MORE THAN THE AMOUNT YOU HAVE ALREADY PAID, THEN YOU WILL HAVE TO MAKE ARRANGEMENTS TO PAY IT.

REMEMBER, YOU MUST CANCEL IN WRITING. You do not have the right to cancel by telephoning the school or failing to attend classes. If you have any complaints, questions, or problems that you cannot resolve with the school, write or call the Bureau for Private Postsecondary Education 1747 N. Market Blvd., Suite 200, Sacramento, CA 95834, (916) 574-8900 or (888) 370-7589.