# WE ARE **PAUL MITCHELL SCHOOLS**

## 2026 CATALOG






**Paul Mitchell The School Rapid City**
333 Omaha Street, Suites 6 & 7
Rapid City, SD 57701
1-605-348-4247
**ADMISSIONS@RAPIDCITY.PAULMITCHELL.EDU**



**January 1, 2026–December 31, 2026**

**DATE OF PUBLICATION: OCTOBER 27, 2026**

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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 Rapid City is fully equipped to meet all the demands of a full service salon experience, while at the same time providing a high-tech atmosphere and culture for progressive, positive, personal development.The 13,600 square-foot one level facility includes a student lounge and lockers, service desk experience and clinic classroom areas, management offices, private classrooms, workstations, and equipment.

We are located in the heart of the beautiful Black Hills, in downtown Rapid City in Tuscany Square Shopping Center on the corner of 3rd and Omaha Street.

We could accommodate over 100 massage, cosmetology, esthetics, and nail students comfortably. However, we limit our class sizes and offer continuous start dates to provide a more personal education experience without having to have waitlists. We take pride in our curriculum, going above and beyond by adding advanced education classes in hair, skin, nails and massage, but more importantly to continue to provide our Learning Leaders with specialty training to train you.

### HOURS OF OPERATION

Monday, Wednesday, Thursday and Friday: 9:00 am to 4:30 pm

Tuesday: 9:00 am to 8:00 pm

Closed Saturday and Sunday

The school owner is Peggy Sproat, she can be reached in person or by calling 605-348-4247, or by mail at 333 Omaha Street, Suites 6 & 7 Rapid City, SD 57701.

### PARKING

Parking downtown is in short supply. At this time the school does not offer a designated area for parking during your enrollment. During Orientation, you will be issued an ID sticker that will be displayed on your vehicle windshield. Future Professionals must refrain from parking in the main customer parking lot or in the employee parking area in the rear of the building. The main parking lot is reserved for all of the Tuscany Square business patrons. Some exceptions may apply to parking in the employee parking area allowing Future Professionals a period of time when Future Professionals are granted parking; i.e. “Visionary of the Month”, “Future Professional of the Month”, and/or after 4:30 pm on Tuesday nights. You may obtain a parking pass from the city for the parking garage across Fifth Street. To obtain a parking pass for the parking garage contact: City Finance Office at 605-394-6098 Future Professionals may utilize parking on the public side streets. Third Street is the most convenient, however it is in order of arrival. Please be advised that parking on Main Street is monitored and time restricted in some areas.

Failure to abide by the parking regulations may result in an advisory or your vehicle being towed.

## ADMINISTRATION/OWNERSHIP

Headlines Academy, Inc., dba Paul Mitchell The School Rapid City, is an independently owned and operated franchisee of Paul Mitchell Advanced Education, LLC.

## SCHOOL ADMINISTRATION

**Ownership:** Headlines Academy, Inc.
President and Happy Owner: Peggy Sproat peggys@rapidcity.paulmitchell.edu
Licenses Held: Cosmetology; Cosmetology Instructor

**School Director:** Peggy Sproat peggys@rapidcity.paulmitchell.edu

**VA Certifying Official:** Peggy Sproat
Licenses Held: Cosmetology; Cosmetology Instructor

**Admissions Advisor:** Anna Arch annaa@rapidcity.paulmitchell.edu

**Financial Services Advisor**: Mary Popkes maryp@rapidcity.paulmitchell.edu
Licenses Held: Cosmetology

### COSMETOLOGY LEARNING LEADERS

Rachel James - Core Specialist/Learning Leader
Course(s) Taught: Cosmetology
Licenses Held: Cosmetology; Cosmetology Instructor rachelj@rapidcity.paulmitchell.edu

Amanda Magnuson - Theory Specialist/ Learning Leader
Course(s) Taught: Cosmetology, Esthetics, Nails
Licenses Held: Cosmetology; Cosmetology Instructor amandal@rapidcity.paulmitchell.edu

Taylar Kauffman - Learning Leader
Course(s) Taught: Cosmetology, Esthetics, Nails
Licenses Held: Cosmetology; Cosmetology Instructor taylark@rapidcity.paulmitchell.edu

Veronica Poston - Learning Leader
Course(s) Taught: Cosmetology
Licenses Held: Cosmetology; Cosmetology Instructor veronicap@rapidcity.paulmitchell.edu

### MASSAGE LEARNING LEADERS

Thomas Lawrence - Learning Leader
Course(s) Taught: Massage Therapy
Licenses Held: Massage Therapist thomasl@rapidcity.paulmitchell.edu

Kayla Hill - Learning Leader
Course(s) Taught: Massage Therapy
Licenses Held: Massage Therapist kaylah@rapidcity.paulmitchell.edu

Laura Brien - Learning Leader
Course(s) Taught: Massage Therapy
Licenses Held: Massage Therapist
LauraB@rapidcity.paulmitchell.edu

### ESTHETICS LEARNING LEADERS

Lela Allen - Learning Leader
Course(s) Taught: Esthetics
Licenses Held: Esthetics; Esthetics Instructor lelaa@rapidcity.paulmitchell.edu

Amanda Magnuson - Learning Leader
Course(s) Taught: Cosmetology, Esthetics, Nails
Licenses Held: Cosmetology; Cosmetology Instructor amandam@rapidcity.paulmitchell.edu

Taylar Kauffman - Learning Leader
Course(s) Taught: Cosmetology, Esthetics, Nails
Licenses Held: Cosmetology; Cosmetology Instructor taylark@rapidcity.paulmitchell.edu

**NAIL TECHNOLOGY LEARNING LEADER**

Taylar Kauffman - Learning Leader
Course(s) Taught: Cosmetology, Esthetics, Nails
Licenses Held: Cosmetology; Cosmetology Instructor taylark@rapidcity.paulmitchell.edu

# ADMISSIONS

## ADMISSION REQUIREMENTS - HIGH SCHOOL EDUCATION AND EQUIVALENTS

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

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

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

#### VERIFICATION AND VALIDATION PROCEDURES

If the school or the Department of Education has any reason to believe that the diploma is not valid or was not obtained from an entity that provides secondary school education, the school will proceed with the two-step validity process. The validity process requires:
i. The school will check with the high school to confirm the validity of the student's diploma by collecting documentation from the high school that confirms the validity of the high school diploma, including transcripts or other written descriptions of course requirements, or written and signed statements by principals or executive officers at the high school attesting to the rigor and quality of the coursework at the high school;
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, state-recognized equivalency, or any other submitted documentation to fulfill the schools admissions high school education and equivalents requirement, then the prospective student will not be accepted to the school.

## 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 Rapid City. An 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:
   - Applicant Students Full Name
   - Contain a photograph of the applicant
   - Be an original document
   - Be Current and valid: *expired documents are not acceptable*
   - Match the name used in the application
     1. If the name has changed, supporting documentation including but not limited to a 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 South Dakota 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.*
   Applicants who have completed their high school requirements early, but the high school does not formally issue the high school diploma until a later time must submit a signed and dated statement by an official from the high school attesting that the student has completed all of the required coursework and has successfully

passed any required proficiency examinations for the high school diploma. The statement must include the date when the actual high school diploma will be issued.

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

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

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

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

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

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

Paul Mitchell The School Rapid City 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 Rapid City 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 must write a letter/email to the School Director. Once the Director has evaluated the reasons for denial, the Director may either redo the personal interview for a second opinion or provide a response to the student. 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.

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

## APPLICANTS WITH NON-IMMIGRANT VISA 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 Rapid City is not eligible to enroll international students studying under an 1-20 student visa.

## ENGLISH PROFICIENCY POLICY

English is the language of instruction and examination at the School. Minimum standards of English proficiency are required to ensure that students can understand and communicate clearly to be successful in the programs. Students who have successfully completed their High School Diploma or GED or a higher degree in the United States are exempt from this requirement.

Applicants for whom English is not a first/native language must demonstrate English Proficiency regardless of English language studies, academic history, residence in the United States or other English-speaking countries, or immigration status.

Applicants who have completed their education outside of the United States, may have the English Proficiency requirement waived if their transcript does not include any ESL course work, had completed their High School education with English as the primary language of instruction and have successfully completed four years of English language/literature with an average of 2.5 or higher on a 4.0 scale.

Applicants must meet the minimum test scores listed below, regardless of whether previous scores are higher. Only the most recent English Proficiency scores will be accepted. Tests must have been taken in the last 5 years.

Requests for testing waivers will not be considered.

| Test | Minimum Score |
|---|---|
| TOEFL | 80 iBT |
| IELTS | 6-7 |
| Duolingo | 110 |
| PTE | 53 |

To know more about the tests, testing dates, location and the costs associated with taking the test, visit the following websites:

**TOEFL:** https://www.ets.org/toefl/test-takers
**IELTS:** https://www.ielts.org/for-test-takers/ielts-online
**Duolingo:** https://englishtest.duolingo.com/applicants
**PTE:** https://www.pearsonpte.com/

For additional information on the requirements, please contact the admissions team.

## REENTRY 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 $100.00 re-entry fee, unless a re-enrollment agreement was signed at the time of withdrawal. The fee 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:

- 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.
- Previous tuition payments will be credited to the student's balance based upon the original contracted cost for the course.
- Pay the $100.00 re-entry fee (unless a re-enrollment agreement was signed prior to withdrawing).
- 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:

- 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.
- Tuition will be assessed at the current hourly rate.
- 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.
- Students are required to purchase a kit if their current kit is not complete. Any missing kit items must be purchased.
- Pay the $100.00 re-entry fee and submit a new application for admission.
- 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 Rapid City. 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.

Students who re-enter the program after 180 days will need to complete a skills assessment test that will be scheduled before they are allowed to re-enroll. This skills assessment test will determine where you will be placed when you re-enroll.

Students who re-enter after 180 days will need to complete orientation again.

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 Rapid City will make every reasonable attempt to accommodate service 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 Rapid City 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 Rapid City 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 with approval of State Board of Cosmetology. State Law hours from other states will not be accepted.

*Cosmetology students transferring from a non-Paul Mitchell School.*
A maximum of 1100 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 400 hours.

- Pass a practical test with a minimum of 80% on the following criteria:
  - Demonstrate State Board Sanitation and Disinfection
  - Finger Wave with 6 pin-curls
  - Color and Lightener Applications (Must perform four)
  - Permanent Wave (10 rods)
  - Chemical relaxer applications (virgin, re-touch)
  - Marcel iron work demonstrating the three base curl placements.
  - Haircut, style and finish of your choice (to complete on a doll head or model)
- Pass a written exam with a minimum of 80% passing

ESTHETICS

*Esthetics students transferring from another Paul Mitchell School.*
If transferring from another Paul Mitchell School, all transfer hours will be accepted with approval of State Board of Cosmetology. State Law hours from other states will not be accepted.

*Esthetics students transferring from a non- Paul Mitchell School*
A maximum of 100 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 esthetic transfer students must complete a minimum of 500 hours.

- Pass a practical test with a minimum of 80% 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)
- Pass a written exam with a minimum of 80% grade.

NAIL TECHNOLOGY

*Nail Technology students transferring from another Paul Mitchell School*
If transferring from another Paul Mitchell School, all transfer hours will be accepted with approval of State Board of Cosmetology. State Law hours from other states will not be accepted.

*Nail Technology students transferring from a non-Paul Mitchell School*
A maximum of 200 hours will be accepted (into the 600 hour nail program only). 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 Nail

Technology transfer students must complete a minimum of 400 hours.

- Pass 2 practical tests with a minimum of 80% on the following criteria:
  - Demonstrate knowledge of nail enhancement applications
  - Understanding of hand and arm massage
  - Proper pedicure and table set up
  - Guest communication
  - Techniques & knowledge of nail enhancements.
- Pass a written exam with a minimum of 80% passing

MASSAGE

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

*Massage Therapy students transferring from a non-Paul Mitchell School*
A maximum of 150 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 Massage Therapy transfer students must complete a minimum of 600 hours.

- Pass 2 practical tests with a minimum of 80% on the following criteria:
  - Demonstrate knowledge of anatomy, kinesiology, and body work
  - Understanding of effleurage and petrissage
  - Proper draping and table set up
  - Guest communication
  - Techniques & Pressure
- Pass a written exam with a minimum of 80% passing

TRANSFERABILITY OF CREDIT-CREDIT EARNED AT THE SCHOOL

The transferability of hours you earn at Paul Mitchell The School Rapid City is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the diploma you earn in cosmetology, nail technology, massage and/or esthetics is also at the complete discretion of the institution to which you may seek to transfer.

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

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

**TRANSFER OF CREDIT- CREDIT EARNED AT ANOTHER INSTITUTION**

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

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

Courses taken at another institution must be accredited by an agency recognized by either the U.S.

Department of Education or Council for Higher Education Accreditation (CHEA).

To transfer credit, the student must do the following:

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

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

#### 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.

CREDIT FOR HOURS FROM ONE PROGRAM TO ANOTHER FOR DUAL LICENSING

Many students find they want to continue their education in one of our other 4 programs. Our state board allows hours from the other programs to transfer as such.

Massage hours do not transfer to other programs
Cosmetology license = 440 Hours credited to Esthetics Program
Cosmetology license = 300 Hours credited to Nail Program
Esthetics License = 120 Hours credited to Nail Program
Nail License = 120 Hours credited to Esthetic Program
Esthetics License = 380 Hours credited to Cosmetology Program
Nail License = 240 Hours credited to Cosmetology Program

## STATE LICENSING DISCLAIMER AND REQUIREMENTS

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 South Dakota Cosmetology Commission or South Dakota Board of Massage Therapy to deny licensure. The South Dakota Cosmetology Commission or South Dakota Board of Massage Therapy 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 Rapid City is not responsible for students denied licensure.

#### STATE LICENSING REQUIREMENTS

Cosmetologist License

- Complete 1,500 hours of cosmetology education, as shown by transcript from a South Dakota school. **Out-of-state students must provide certification from their state board.**
- Be 18 years or older, as shown by copy of driver's license, birth certificate, certificate of naturalization, state-issued ID, or U.S. passport.
- Submit the applicable, completed Exam or Reciprocity Application to the Cosmetology Commission by mail.
- Pay $100 examination or reciprocity fee, which includes the first license.
- **Pass all required examinations: NIC national written theory and NIC written practical.** All reciprocity and out-of-state student applicants will also need to pass the South Dakota Cosmetology State Laws and Rules exam.
- Pay annual renewal fee, and late penalties when applicable.

Nail Technician License

- Complete 400 hours of nail technology education, as shown by transcript from a South Dakota school. Out-of-state students must provide certification from their state board.

- Be 18 years or older, as shown by copy of driver's license, birth certificate, certificate of naturalization, state-issued ID, or U.S. passport.
- Submit the applicable, completed Exam or Reciprocity Application to the Cosmetology Commission by mail.
- Pay $100 examination or reciprocity fee, which includes the first license.
- **Pass all required examinations: NIC national written theory and NIC written practical.** All reciprocity and out-of-state student applicants will also need to pass the South Dakota Cosmetology State Laws and Rules exam.
- Pay annual renewal fee, and late penalties when applicable.

Esthetician License

- Complete 600 hours of esthetics education, as shown by transcript from a South Dakota school. Out-of-state students must provide certification from their state board or esthetics school.
- Be 18 years or older, as shown by copy of driver's license, birth certificate, certificate of naturalization, state-issued ID, or U.S. passport.
- Submit the applicable, completed Exam or Reciprocity Application to the Cosmetology Commission.
- Pay $100 examination or reciprocity fee, which includes the first license.
- **Pass all required examinations: NIC national written theory and NIC written practical.** All reciprocity and out-of-state student applicants will also need to pass the South Dakota Cosmetology State Laws and Rules exam.
- Pay annual renewal fee, and late penalties when applicable.

Instructor Licenses

Cosmetology instructors can teach cosmetology, nail technology, and esthetics. Nail technology instructors can teach only nail technology. Esthetics instructors can teach only esthetics.

- Complete the Instructor License application.
- Once we receive a completed application, you will be issued a Conditional Instructor's License, which is valid for 90 days. Within those 90 days, you will need to contact the Commission office to schedule your Instructor Theory Examination to be conducted online at our office in Pierre.
- If you fail the Instructor Theory exam, the conditional instructor license is invalid and the individual may not instruct students until passing the theory examination and being issued an Instructor License.
- Instructor licenses must be renewed each year by the expiration date on the license (date of birth).
- Twelve hours of instructor continuing education on teaching methodology must be completed and proof of education submitted to the Commission office prior to renewing an instructor license.

Massage Licenses

Anyone who is 18 years of age or older, can practice massage therapy in South Dakota. They also need to have a high school diploma or its equivalent and have completed at least 500 of specified education and training in massage therapy from a recognized facility and passed an examination by an approved national certification board. In addition to meeting the educational requirements, the person must also provide proof of at least $250,000 in malpractice insurance with an absence of professional misconduct.

## DISCLOSURE FOR PROGRAMS LEADING TO LICENSURE

The following programs offered at Paul Mitchell The School Rapid City lead to licensure in the state of South Dakota: cosmetology, nail technology, massage, and/or 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 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.

## SCHOOL HOLIDAYS AND CLOSURES

Paul Mitchell The School Rapid City allows the following holidays off designated by program.

Cosmetology: New Year's Day, 1 day for Easter, Memorial Day, 2 days for Independence Day, Labor Day, Native American Day, Thanksgiving Day and the Friday after, 3 days for Christmas, and staff personal development days (as scheduled).

Esthetics and Massage: New Year's Day, 1 day for Easter, Memorial Day, 1 or 2 Days for Independence Day depending on the days of the week it may fall, Labor Day, Native American Day, Thanksgiving Day, 2-4 Days for Christmas depending on the days of the week it may fall, and staff personal development days (as scheduled).

Nail Technology: New Year's Day, 2 days for Independence Day depending on the days of the week it falls, Thanksgiving Day and the Friday after, 2-4 Days for Christmas depending on the days of the week it may fall, and staff personal development days (as scheduled).

| **2026** | **Date** |
|---|---|
| New Years | January 1 |
| Easter Monday | April 6 |
| Memorial Day | May 25 |
| Independence Day | July 3 |
| Labor Day | September 7 |
| Native American Day | October 12 |
| Thanksgiving Break | November 26-27 |
| Christmas Break | December 24- 28 |
| Staff Training Days | January 19, February 16, March 30, April 27, June 8, July 6, August 17, September 14, October 26, November 30 |

These dates are determined according to the calendar each year. Additional holidays may be added to the schedule at the discretion of school administration. The school is open for business unless there is a declared State of Emergency. Unexpected closures and snow days will be reported via mass text message and/or Current Students Facebook page.

## ORIENTATION

All students must attend orientation the Friday prior to their scheduled class start date.

# 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 Thursday, September 17, 2026.

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

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

## EDUCATION GOALS

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

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

## INDUSTRY REQUIREMENTS

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

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

## 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 Rapid City 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 Rapid City has identified five overarching principles for student conduct:

- **Attendance and Documentation of Time Guidelines:** Attendance, promptness, and documentation of work are cornerstones of successful work practices.
- **Professional Image Standards:** Professional image standards were created to provide guidance and direction to Future Professionals as they develop their professional image and persona.
- **Sanitation and Personal Service Procedures:** Sanitation and personal service procedures have been established to comply with state laws and to provide a safe and clean service environment.
- **Communication Guidelines and Professional Conduct:** It is the school's responsibility to provide a learning environment that is professional, positive, and conducive to learning. Staff and all contribute to a mutually respectful learning environment that fosters effective communication and professional conduct.
- **Learning Participation Guidelines:** The learning participation guidelines have been established to provide a creative, fun, interactive, and collaborative learning environment that empowers Future Professionals to act as professionals and committed learners. Positive behavior is required to create a mutually beneficial learning environment for all Future Professionals.

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

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

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

1. Failure to follow the Dress Code: Future Professionals must be in dress code. 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:
    - Is threatening or carries with it the intention to do bodily harm; or
    - Disrupts or undermines a person's exercise of their responsibilities as a Future Professional or staff member including unreasonably interfering with a person's educational or work performance.

Harassment 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 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
    - Failing to Meet the Attendance Requirement: Monthly: a Future Professional 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.
    - Not calling to report lateness or absence: Failure to provide proper notice of an absence or tardiness in accordance with the attendance policy.
    - Excessive Tardiness: Being more than ten (10) minutes late to scheduled time on more than two (2) occasions in a thirty (30) day period.
    - Mandatory Attendance Day Violation: certain days are required for attendance to meet educational goals. Missing any day designated as a mandatory attendance day is prohibited.
    - Failing to follow the Attendance and Documentation of Time Policy.
5. Academic Coaching
    - Beginning a service without a Learning Leader consultation: Future Professionals are required to complete a consultation with a Learning Leader before starting a service on a service guest or other Future Professional.
    - Failure to timely complete assignments: Each Future Professional is required to complete their assigned worksheets with set deadlines.
    - Failure to properly attend Theory Hours and Tests: Future Professionals are required to timely complete all state required theory tests and maintain satisfactory attendance at theory class.
    - Failure to complete practical and academic assignments.
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 and vaping on campus is prohibited, which includes 50 feet from any outside door.
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, on-campus event, 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:
    - Verbal abuse of or threatening the instructor or other Future Professionals;
    - Damaging classroom furniture or property;
    - Damaging the property of another Future Professional or Instructor;
    - Creating excessive noise;
    - Refusal to comply with instructor direction;
    - Persistently speaking without being recognized or called upon;
    - Refusing to be seated;
    - Unauthorized use of cell phones, laptops or other relevant technology; and
    - Disrupting the class by repeatedly leaving and entering the room without authorization.

The expression of disagreement with the instructor or classmates is not in itself disruptive behavior. Disruptive behavior also does not include appropriate demonstration of disagreements or differences of opinion, cultural differences, differing values or beliefs, or needing extra time or attention based on

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 being dishonest 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 and guests, reading theory, or test preparation during school hours. This includes attending all scheduled educational opportunities, like Theory and Specialty Classes.
    - Failure to or refusal to engage in school related work is prohibited.
    - Refusing to take a clinic classroom guest.
15. Failing to follow the Future Professional 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:
    - 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.
    - 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:
    - Clocking in or out for another Future Professional
    - Requesting another Future Professional clock you in or out
    - Leaving the school facility and/or premises without notifying a Learning Leader and/or signing out for a break and remaining clocked in on the time clock and receiving unearned hours. The school parking lot and surrounding businesses are not included as part of the school facility for educational time. This includes exceeding allotted break or lunch times.
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 Future Professional'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 Future Professionals.
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 Future Professional; 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. Plagiarism is presenting the work of another as one's own without proper acknowledgment. This includes copying worksheets or other materials turned in from another Future Professional.

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 Future Professional, 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:
    - 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.
    - Threats are words or actions that cause a reasonable expectation of injury to the health or safety of any person or damage to property.
    - Intimidation is defined as implied threats either verbally, in writing, or in person that cause a reasonable fear of harm in another.
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:
    - Engaging in behavior that constitutes a violation of federal, state, or local law on School premises or at a School sponsored event.
    - Acting to impair, interfere with or obstruct the orderly conduct, processes, and functions of the School, including, but not limited to:
        - Interference with the freedom of movement of any member or guest of the school
        - Interference with the rights of others to enter, use, or leave a School facility, service, or activity
        - Use of any public address systems without the express written permission of the Director
        - Failure to comply with the direction of law enforcement/first responders and School officials acting in their scope of duties and/or failure to identify yourself to those persons when requested
        - Failure to comply with any authorized sanction or condition related to the Code of Conduct, Anti-Bullying Policy, Grievance Procedure, and/or Protected Class Discrimination and Harassment Policy
        - Trespassing or unauthorized entry into any School buildings or property; or
        - Unauthorized use or misuse or School names, trademarks, and images.
    - Fire Safety Violations:
        - Intentionally or recklessly causing a fire that damages School or personal property or which causes injury;
        - Failing to evacuate the School during a fire alarm;
        - Improper use of fire safety equipment; or
        - Tampering with or improperly engaging a fire alarm.
    - 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 Future Professional'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 Future Professional 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 Future Professional may appeal the termination decision unless it is designated as non-appealable below. A Future Professional has five (5) calendar days from the date of termination to appeal the decision. The Future Professional 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 Future Professional'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 Future Professional, parent/guardian (if the Future Professional is a dependent minor), the Future Professional's Learning Leader, the Future Professional Advisor, and/or the school Director. A decision on the Future Professional's appeal will be made within three (3) business days by the school Director and will be communicated to the Future Professional in writing. This decision will be final.

#### CERTAIN TERMINATIONS ARE FINAL AND ARE NOT APPEALABLE

If a Future Professional 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.

## LOCKER POLICY

Purpose — Paul Mitchell The School Rapid City makes lockers available to Future Professionals to facilitate the daily storage of their learning materials and items related to.their practical learning experiences. The school issues separate lockers for the storage of personal items.

Agreement — Paul Mitchell The School Rapid City manages the lockers to ensure the compliance with established rules, guidelines and procedures. Future professionals acknowledge and agree to the proper utilization of the provided lockers, and are subject to immediate termination without notice, due to the failure to comply with the established rules, guidelines and procedures. Paul Mitchell The School Rapid City staff members may access and search lockers at any time and at their discretion. Paul Mitchell The School Rapid City is not responsible for any lost or stolen articles.

**GUIDELINES**

- Lockers are assigned by a locker number and provided to all future professionals during Orientation. Changing locker assignments must be pre-approved by the Future Professional Advisor.
- Locker assignments are valid while enrolled in school. At the end of enrollment all contents must be removed from the provided locker(s). After that time, any lockers that have not been vacated will be emptied, and the contents stored for 60 days., At the end of the 60 days the contents become the property of the school.
- Lockers are for individual use only. Locker content is the sole responsibility of the assigned occupant. To reduce the risk of theft, future professionals are encouraged to keep their lockers locked. Future professionals should not store money, wallets, jewelry, credit or debit cards, or any other personal items of value.
- Paul Mitchell The School Rapid City is not in any way responsible for contents or liable for the loss of or damage to items stored in lockers. Future professionals are required to maintain the locker assigned to them in a clean, neat and undamaged condition. Marking, defacing or graffiti on lockers is not acceptable.
- No person shall store in a locker/purse/backpack or on their person: weapons of any kind, explosives, prohibited drugs, illegal or illicit items or substances or other items deemed by Paul Mitchell The School Rapid City to be harmful, offensive or inappropriate.
- Paul Mitchell The School Rapid City 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 Rapid City will exercise its discretion without notice:
    - Locker abandonment.
    - Suspected contents that may be illegal, illicit or deemed by the school to be harmful, offensive or inappropriate.
    - At the request of or generally in cooperation with law enforcement authorities.
    - Investigative purposes related to suspected or alleged criminal, illegal, or inappropriate activities.
    - Risk to the general good of the school.
    - Risk to the general good of the student or student population.
    - Unregistered locker.
    - Physical damage to or defacing of the locker.
    - Odors (spoiled/rancid food, garbage or smelly contents). j. Locker maintenance or violation or inspection for State Board sanitation rules.
- Paul Mitchell The School Rapid City 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.
- Future Professionals are responsible for their own personal items, student kit and equipment. All kit, equipment, tools, and personal items must be secured in the Future Professionals assigned lockers appropriately. South Dakota Cosmetology Commission will inspect kits, stations, and lockers of each future professional as a whole as it is your responsibility to maintain according to state laws and rules.

## MAKE UP HOUR POLICY

Makeup hours are accrued when a Future Professional receives hours outside of their weekly scheduled hours. Future Professionals must have completed the Core phase and be under 100% attendance average to sign up for makeup hours. A Future Professional may only sign up for makeup hours that do not exceed the number of absent hours they have.

Future Professionals must request to be scheduled for makeup hours from the Future Professional Advisor during school hours a minimum of 48 school hours before the date and time they are requesting. The opportunities available for Future Professionals to receive makeup hours are with special events, advanced and/ or certification classes, back on track hours, and additional clinic classroom hours.

During clinic classroom hours future professionals may perform mock practical services on a mannequin or practical services on guests. Guest services always come first. Future Professionals may not receive personal services while they are completing makeup hours.

Back on track hours are available for future professionals that are on Back on Track list or about to be added to the Back on Track list. These hours are only offered on Tuesdays from 10:00 am to 12:00 pm.

During the Core phase, future professionals may only sign up for makeup hours if it is approved by the Core Learning Leader for special planned school events that take place on campus.

### MAKEUP HOUR OPPORTUNITIES BY PROGRAM AFTER COMPLETION OF THE CORE PHASE

Cosmetology - Part-time future professionals may attend clinic classroom on Monday or Friday between 9:00 am and 4:30 pm. When special events are planned, you must sign up, put in your request and show up for the event as scheduled to receive hours.

Esthetics - May attend clinic classroom on Friday between 9:00 am and 4:30 pm. When special events are planned, you must sign up, put in your request and show up for the event as scheduled to receive hours.

Nail Technology - May attend clinic classroom on Mondays between 9:00 am and 4:30 pm. When special events are planned, you must sign up, put in your request and show up for the event as scheduled to receive hours.

Massage - May attend clinic classroom on Fridays for pre-scheduled massage appointments. Future Professionals must complete the massage sessions on a guest that they signed up for to receive hours. Professionals must receive approval from the Future Professional Advisor to sign up for available makeup hours.

Massage Future Professionals makeup massage sessions are as follows: 90 minutes at 9:00 am, 60 minutes at 11:30 am, 60 minutes at 1:00 pm, and 60 minutes at 2:30 pm.

### MAKEUP HOUR GUIDELINES

Requests for makeup hours must be submitted using the attendance QR code with the makeup hour request during school hours 48 hours prior to the date and time you are requesting to be scheduled for. The Future Professional Advisor will email approval or denial during school hours only.

You must fill out and submit a makeup hour form to the Future Professional Advisor after completion of your makeup hours to receive your makeup hours for that day.

If you request to attend for makeup hours and are approved yet you fail to complete your hours as scheduled, you forfeit your opportunity to request or complete makeup hours for the next 4 weeks after your incomplete scheduled makeup hour day. This does not apply to back on track makeup hours.

Future professionals that are approved for makeup hours for a special event and do not fail to show up for the scheduled special event and hours, you will forfeit your special event makeup hour opportunities. Eligibility may be regained by achieving 100% attendance for two (2) consecutive weeks prior to the next scheduled special event. Alternately if you have been maintaining a 90% overall attendance average.

Makeup hours may not be requested to replace the required theory hours on Wednesdays.

You must be actively participating in school activities during the time you are scheduled for makeup hours. If you are observed on your phone, visiting or being disruptive you will be asked to leave, and you will not receive the makeup hours for that day and forfeit your opportunity to request makeup hours for 4 weeks after your incomplete make up hour day due to the above guidelines that were not followed.

## MAKE UP WORK

Future Professionals must complete all required assignments and tests. To accommodate Future Professionals, a time to makeup exams and MyPortico assignments is scheduled weekly. Future Professionals must complete makeup work at the scheduled time. Weekly makeup times are on Thursdays. Future Professionals must be in

attendance for their scheduled available makeup time with the Future Professional Advisor. If a Future Professional is not in attendance for their scheduled makeup work, they will be placed on the Back on Track list for the month until they complete the makeup work.

## MOCK BOARD TESTING

From the first day of school we begin teaching State Board safety and sanitation standards. These standards are taught throughout the course to ensure Future Professionals practice the standards with each guest service and continue after they graduate. South Dakota does not require a practical exam for licensure. South Dakota does require a written theory and state laws and rules exam for licensure.

During the Core phase a Future Professional is required to pass and complete all practical and written exams prior to moving to the Adaptive Phase. Future Professionals will be assigned to take their state laws & rules and final theory exams during the Final Phase scheduled class by the Final Phase learning leader. It is required to pass written final exams prior to completion of Final Phase. Exams must be passed with a 80% or higher to graduate.

## MEASURABLE PERFORMANCE OBJECTIVES

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

## OPTIONAL ADVANCED CLASSES AND/OR TECHNICAL KITS

#### COSMETOLOGY PROGRAM

OPTIONAL NAIL CLASSES AND ADDITIONAL KIT OPTIONS

TAMMY TAYLOR ADVANCED ACRYLIC NAIL ENHANCEMENT CLASS & ADDITIONAL KIT OPTIONS:

• CLASS REQUIRED KIT: Acrylic Nail Kit $150.00

• OPTIONAL KIT: Sculpt Nail Kit $150.00

• OPTIONAL KIT: Gel Nail Kit $150.00

ELECTRIC NAIL FILE KIT OPTIONS

• OPTIONAL KIT: Electric File Latina Nail Pro 5000 $48.00

• OPTIONAL KIT: Electric File TurboFile II NM-TF11 $92.00

• OPTIONAL KIT: Electric File Pro Power 520 $163.00

• OPTIONAL KIT: Electric File Pro Power 30K $368.00

• OPTIONAL KIT: Electric File Nail Drill Bit Set $45.00

OPTIONAL SKIN CLASSES & ADDITIONAL KIT OPTIONS

LASH LIFT & TINT & BROW LAMINATION & TINT ADVANCED CLASS & ADDITIONAL OPTIONAL KITS:

• CLASS REQUIRED KIT: Bomb Duo Lash Lift and Brow Lamination Kit $179.99

BEAUTIFUL LASH AND BROW KITS

• OPTIONAL KIT: Tint Kit (1 color) $45.99

• OPTIONAL KIT: Tint Kit (2 colors) $60.98

• OPTIONAL KIT: Tint Kit Pro Kit (5 colors) $139.99

• OPTIONAL KIT: Ultimate Pro Lifting, Lamination, and Tint Kit $459.99

LASH EXTENSIONS CERTIFICATION CLASS AND KIT

• CLASS REQUIRED KIT: BLINK Lash Extension Starter Kit

Includes CIMA Seat & Print Milady Lash Book $475.00

MICRODERMABRASION CERTIFICATION CLASS AND OPTIONAL KIT

• CLASS: Microdermabrasion Certification Class $300.00
• OPTIONAL KIT: Microdermabrasion Portable Machine $90.00

*If a Cosmetology Future Professional or Alumni purchases a total of two (2) advanced and/or certification optional classes in any combination or two (2) of the optional kits (excluding Hair Extensions, Electric Files, and small Tint Kits) accumulating a minimum total amount of $200, they will receive the microdermabrasion certification class at no charge.

OPTIONAL MAKEUP KITS

MUSE BEAUTY.PRO OPTIONAL KITS

• OPTIONAL KIT: Tools and Techniques Kit $257.00
• OPTIONAL KIT: Starter Kit $416.00
• OPTIONAL KIT: Pro Kit $800.00

HAIR EXTENSIONS

MARIA ROSE HAIR EXTENSIONS CERTIFICATION COURSE AND KIT:

• CLASS: Maria Rose Hair Extensions Certification Class and Kit $299.00

**SKIN PROGRAM**

OPTIONAL KIT UPGRADES

BEAUTIFUL LASH AND BROW OPTIONAL KIT UPGRADES:

• OPTIONAL KIT: Tint Kit Pro Kit (5 colors) $139.99
• OPTIONAL KIT: Ultimate Pro Lifting, Lamination, and Tint Kit $459.99

MAKEUP OPTIONAL KIT UPGRADES

MUSE BEAUTY.PRO OPTIONAL KITS

• OPTIONAL KIT: Pro Kit $800.00

**NAIL AND SKIN PROGRAM**

OPTIONAL TECHNICAL KIT CARTS

• OPTIONAL KIT: Paul Mitchell Metal Rolling Cart $150.00
• OPTIONAL KIT: Celebrity Salon Rolling Trolley Cart $150.00

*Nail and Skin Future Professionals MUST have a technical kit cart by the end of their Core Phase. The cart must be pre-approved by administration prior to purchase. Cart requirements: Black, Gray, or Silver (in any combination) fully closable and lockable.

**MASSAGE PROGRAM**

OPTIONAL MASSAGE CHAIR

• OPTIONAL KIT: Stronglite Ergo Pro II Portable Massage Chair $559.00

*Price does not include shipping. There are various massage chair options available on multiple sites. We recommend this massage chair option. You must have a massage chair on hand by week 6 of your program.

**PLEASE NOTE:** These prices are subject to change at any time. Future Professionals will not be added to a class roster until the class and/or required kit is paid in full 2 weeks prior to the scheduled class date. Optional kit prices do not include tax, shipping, tariff fees or convenience fees for credit card/ACH..

## RESOURCE MATERIALS

The student library (videos and books) found in the Core Classroom, clinic classroom procedure book, written procedure book in Core Classroom, hairstyling books, Learning Leader library in the Director of Education office, and South Dakota Laws and Rules books.

## SAFETY PRECAUTIONS IN 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:

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

## SCHEDULE CHANGE FEE

During the course of enrollment for cosmetology students will be allowed one (1) schedule changes. A fee of $50.00 will be assessed for each additional schedule change. Schedule changes need to be requested before the first day of the month. Schedule change forms must be completed with all required signatures and turned in to the Future Professional Advisor before the first day of the month for your schedule change to be in effect.

***You must be completed with the core & protege portion of your program in order to request a schedule change. Schedule changes are only available to the Cosmetology Program.***

## FUTURE PROFESSIONAL DEVELOPMENT GUIDELINES

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

**SANITATION REQUIREMENTS**

- Future Professionals must keep workstations, classrooms and clinic classroom areas clean, sanitary, and clutter-free at all times. This includes equipment, towels, surfaces, and all supplies.
- Future Professionals must maintain and clean their stations in the clinic classroom, including the floor, chairs, and mirrors throughout the day.

- Before obtaining the Learning Leader to check the haircut, hair must be swept to ensure safety and is required by the South Dakota Cosmetology Commission.
- When providing multiple separate services to the same guest and changing service areas the previous area must be cleaned. Leaving contaminated equipment, tools, and supplies out for an extended period of time is a safety concern. Before beginning another service the previous service area must have all equipment, tools, and supplies cleaned from the area.
- Clinic classroom stations and implements must be cleaned at the end of the day, prior to clocking out for the day, and before taking any breaks. Stations, chairs, and station drawers must be clean and free of any personal items, hair, and debris.
- No personal items or food can be in the clinic classroom stored in drawers, lockers, rolling carts, or your aprons.
- Properly clean and wash all tools prior to placing into the dispense Disinfectant container and soak for ten minutes.
- Label all containers and Ziploc bags with “Clean” or “Dirty” as well as “One Time Use”.
- All single use items must be disposed immediately after each use.
- Clippers, clipper guards, and clipper oil need to be separate and labeled “Clean”.
- A properly labeled disinfectant container and disinfectant spray must be available at each clinic classroom station.
- The Future Professional’s student license must be current and displayed at their primary station.
- All items used from dispense must be cleaned, disinfected, and put away after used. Perm rods, color supplies, facial bowls, pedicure bowls, etc.
- Steamer water must be emptied after each use.

**GUEST AND FUTURE PROFESSIONAL PERSONAL SALON SERVICES**

1. Future Professionals must follow the procedures outlined in Core and on their Skill Cards when performing a guest service.
2. Future Professionals who are not on the Back on Track list may receive personal services. Personal services are considered rewards. School assignments and successful learning are the priority.
    - Not be on the Back on Track list (ie. behind on practical skills and/or exams)
    - Have 80% or higher attendance average
    - Have 80% or higher GPA

- Request approval for the personal service on the day of and after the first 30 minutes of the day. (This allows time for the required appointment book adjustments after attendance and guest check ins.)
- Both Future Professionals must be scheduled in Meevo by the service desk with a Learning Leader’s permission.
- Pay for the scheduled service before beginning. The Future Professional discount is 50% off the service guest menu. Additional color charges must be paid before mixing the color.

3. Future Professionals must have a guest service folio and be checked in, during, and at the end of the service by their Learning Leader.
4. Future Professionals may not receive personal services outside of their program scope of practice and accrued hours.

**COMMUNICATION GUIDELINES AND PROFESSIONAL CONDUCT**

1. Future Professionals are to maintain a professional demeanor at all times when they are on the school premises.

- BE NICE: Be kind, considerate and courteous to others.
- BE ACCOUNTABLE: Take responsibility for your actions and learn from your mistakes.
- BE RELIABLE: Consistently complete the required skills to get your education to the best of your ability.

- BE COMMUNICATIVE: Use clear and appropriate language (no profanity) to get your point across. Do not raise your voice or yell.
- BE ENGAGED: Be an active participant in your education and seek out information to better your skills to advance your career goals.

2. Visitors are allowed in the service reception area only. Visitors are not allowed in the classrooms, Future Professional breakroom, or clinic classroom area.
3. Cell phones are permitted in assigned areas of the school. Phone calls are not permitted during class time or learning environments such as classrooms or learning zones at any time. Calls while clocked in should remain in the assigned area, quiet in tone, and no longer than 3 minutes.
4. Future Professionals may not visit with another Future Professional who is working with a clinic classroom guest.
5. Future Professionals may not gather around the service desk, the waiting area, Learning Leader Station, or the offices.
6. Food, drinks, and snacks are allowed in the break room only. Beverages in the classroom or clinic classroom must be in a school approved bottle. The bottle must be have a spill proof lid. The bottle can be any color with minimal branding.
7. The school is a smoke-free campus. Future Professionals may not smoke or vape any substance on school premises. Future Professionals must use the designated area across the rear parking lot at the picnic tables.
8. Possession of or taking school property or another's personal property is unacceptable and grounds for termination. This includes taking items from lost and found that do not belong to you. We suggest marking or engraving your items. An engraver can be checked out with Operations.
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. Future Professionals must bring their required school tools to participate in their education for scheduled hours and makeup hours. Required school tools include:

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

2. Peer teaching and tutoring are encouraged.
3. Future Professionals are responsible for their own technical kit and equipment. All kit, equipment, tools, and personal items must be secured in a locked locker or kept within view and control of the Future Professional at all times. The school is not responsible for any lost or stolen articles.
4. Future Professionals are required to work under the direction of a licensed professional. Therefore, Future Professionals must comply with school personnel and Learning Leader's assignments, directions, and requests as required by the curriculum and Future Professional guidelines and rules.
5. All services must be checked and the guest service folio completed by receiving your required documented check-ins with a Learning Leader at the Beginning, Mid check, and Final Check. The South Dakota Cosmetology Commission requires these checks at the beginning before starting the service, in the middle, and at the end before the guest is escorted to the service desk. You may not receive credit for the service if not documented.
6. Future Professionals may not perform hair, skin, barber or nail services outside of school unless authorized, in advance, in writing, to do so by school administration. Conducting unauthorized hair, skin, barber or nail services outside of school may be reported to the state board and may result in your inability to receive a professional license.
7. Taking credit for another's work (e.g. submitting the photos of another's work as your own) or cheating during exams is unacceptable and is grounds for termination.
8. Future Professionals will be expected to obtain a minimum of 80% on all academic exams and practical skill evaluations to pass.

9. Only service desk personnel may schedule or change clinic classroom guest appointments with a Learning Leaders permission.
10. Future Professionals are expected to be continuously working on school-related projects, assignments, clinic practical skills, theory, or test preparation during school hours.
11. When Future Professionals are not scheduled with guest service appointments or are not scheduled to attend theory or an advanced class, they must be actively engaged in their education at all times, and may focus on the following:

- Completion of practical skill assessments through the MyPortico App
- Completion of theory review assignments
- Performing a service on another Future Professional. Please note that the service must be within the scope of practice for the program for both Future Professionals and approved by their Learning Leader.
- Listening to or reading school resource center materials, including educational videos, audiotapes, Plugged In, and school related textbooks.

13. Parking is allowed in assigned parking areas only or cars may be towed at the owner's expense. If you are caught parking in the front or rear parking lots, you will receive an advisory.
14. If a Future Professional fails to complete a 100% of the skills required in the MyPortico App for their current phase, the Future Professional will be placed on the Back on Track list and will remain on the list until the following month.
15. If a Future Professionals fails to pass the Core written and/or practical exam on their second attempt, they may be asked to withdraw from the program and may be allowed to re-start in the next Core class start date.
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.
17. Future Professionals must complete all assignments that they are asked to do by any staff member as they feel it is important to their learning experience to become a well-rounded, successful Licensed Professional. Sometimes these assignments are given with little notice, but your Learning Leader will be there to guide you and help you complete this goal. Assignments could include but not limited to exams, makeup exams, quizzes, mannequin work, sanitation tasks, or service guests. If you feel you have a valid reason to not do an assignment please bring it to the Future Professional Advisor.

**FIRE EVACUATION POLICY**

There are 5 fire extinguishers on the school premises. Their locations are as follows:

- CLINIC CLASSROOM - west wall in the rear of clinic classroom.
- CLINIC CLASSROOM - south wall of the wash house area.
- CLINIC CLASSROOM - service desk area near the west door.
- FUTURE PROFESSIONAL BREAK ROOM - north wall next to the classroom door.
- COMMON HALLWAY - east wall next to massage clinic classroom.

Should there be a fire in the school:

Clinic Classroom: Use the front door or rear door depending on your location and meet at the rear of the school in the grass across the parking area.

Service Desk Area: Use the front door and meet in the grass across the parking area at the rear of the school.

Future Professional Break Room: Use the front door or rear door depending on your location and meet at the rear of the school in the grass across the parking area.

Common Hallway: Exit to the clinic classroom, or west past the esthetics classroom. The door to Bank West by the skin clinic classroom is NOT an exit.

Always go in the opposite direction of where the fire is, depending on your location. If necessary, use a different route than the one listed above.

Future Professionals need to escort guests from the building.

Don’t try to save any personal belongings.

Learning Leaders will make sure future professionals and guests have exited the school. A designated staff member will take a digital device with them when exiting the building to effectively account for Future Professionals, service guests, and staff.

EVERYONE will meet at the rear of the building across the parking area in the grass.

## ATTENDANCE AND DOCUMENTATION OF TIME

1. The school records attendance in clock hours and gives appropriately earned attendance credit for all hours attended and does not add or deduct attendance hours as a penalty. Attendance is calculated using an attendance tracking app called MyPortico. It is the responsibility of the Future Professional to record their hours by checking in and out through the app. If a Future Professional fails to clock in or out for their schedule, the Future Professional will not receive hours.
   To ensure proper credit for clock hours, Future Professionals are required to clock in or out at the following times:

- When they arrive at school,
- When they leave for lunch,
- When they return from lunch,
- When they leave at the end of the day;
- If a Future Professional leaves the premises for any reason,
- If a Future Professional is taking a break over 15 minutes, they are required to clock out.
  If the Future Professional wishes to dispute any hours they feel earned, the Future Professional must provide documentation to verify attendance on the missing time form. The documentation could include the Future Professional attendance role, the advanced class sign in sheet, and/or the guest service folio.
  If a Future Professional is experiencing tracking app challenges and are unable to clock in or out, they must report the challenge to the Future Professional Advisor within 24 hours.

2. The School doors open no later than 8:45 AM Monday through Friday. Future Professionals must use the back door to enter and leave the building at the beginning & end of their scheduled day. Future Professional’s may use the right/south front entrance door for scheduled lunch breaks & on Tuesday evenings only. They may not use the right/south front door when arriving late or leaving early.
3. The Future Professional must attend school according to the schedule in the Future Professional’s enrollment agreement. All programs require continuous attendance.
4. Future Professionals must be on time, as tardiness inhibits the learning process. Future Professionals who are late for any class must present a late arrival form to their Learning Leader for a signature and return the form to the service desk. Future Professionals are never excused from mandatory theory classes.
5. General Attendance Expectation: Future Professionals must maintain a 100% attendance average each month in order to complete the program by the expected/calculated completion date. The school attendance policy requires 80% to maintain satisfactory progress. Falling below this percentage means that the Future Professional may receive a coaching on the advisory form for their attendance. General attendance will be taken at your scheduled start time. You are expected to go directly to your scheduled classes after attendance and any Daily Huddles discussions. If you are late you must check in with the front desk to get a late arrival form.
   If you are not ready and present for attendance you are considered tardy. To be considered on time for class you must be completely ready for class with all necessary supplies including your charged iPad and in appropriate dress and appearance. Tardiness disrupts the learning process and environment for all future professionals. Please be respectful and be on time.
6. CORE Attendance Expectation: Future professionals attend the Core phase at the beginning of their education. The clock hours for Core vary based on the program. During this time the future professional must maintain a minimum of 80% for attendance and academics. Future professionals will receive an attendance evaluation half

way through Core. An attendance & academic evaluation will be conducted upon the completion of Core prior to being moved to the Adaptive Phase. At the conclusion of Core, if the future professional's attendance is not 80%, and he/she has not passed their academic exams with a 80% or higher, or has not been in attendance for all units, he/she may be dropped from the program and asked to re-enroll in the next class start date. Future professionals in Core that do not maintain the minimum required 80% monthly attendance and academic percentages will also be given an advisory.

7. Extra Instructional Charges: During the contracted enrollment period, the Future Professional must maintain a 80% attendance average each month in order to complete the program by the expected/calculated completion date. The Future Professional is allowed to miss 20% absent hours of their scheduled hours before having to pay extra instructional charges. The Future Professional may use the 20% absent hours for vacation, doctor appointments, illness, etc.; however, the Future Professional may not be out of school for 14 consecutive calendar days or they will be terminated. If the Future Professional must attend additional program hours beyond their expected/calculated completion date due to not meeting an 80% attendance average or failure to complete academic graduation requirements, the Future Professional will be charged additional instructional charges for each hour scheduled to complete after the expected/calculated completion date is reached. ***Refer to your signed school Enrollment Agreement for the Enrollment Agreement Period definition and/or additional instructional charges.***
8. Future Professionals are required to be in attendance and actively participating in their education. When a Future Professional is scheduled for attendance but not present, these will be reflected as absent hours. If a Future Professional does not clock in or out properly resulting in the hours not being counted, these will be reflected in the absent hours unless the missing time form and necessary documentation is provided as outlined in the catalog. If a Future Professional is absent, refer to the school make-up hour policy on how to make-up those hours. Please keep in mind make-up hours and policies are optional for the school to provide and may be changed. Future Professionals will receive clock hours during the times they fully participate in their learning experience.
9. Certification Class Guidelines: Future Professionals are assigned to Certification Classes based on enrollment contracts, registration, and available space.. Certification Classes require a specific hour of attendance depending on the class. The required hours must be provided to the SD Cosmetology Commission to receive certification credit. Students more than one (1) minute late for a certification class will not be able to attend. Being late for a certification class will require you to reschedule for the next class and pay a $75 reschedule fee. These classes include the Microdermabrasion Certification, Lash Extensions Certification, and Electric File Certification.
10. Vacation and Planned Time Away (e.g. medical appointments, outside commitments): Future Professionals must request planned time off from school using the pre-plan form on the attendance QR code. The approval of any request does not mean that the Future Professional will continue to meet the attendance requirements or will not be charged for additional instructional time per the above. Pre-Planning out as much in advance is appreciated.
11. Unplanned Absences or Tardies: If the Future Professional is going to be absent or even late, please call or email the attendance line NO LATER THAN 30 minutes before the scheduled arrival time. When calling/emailing for a late arrival please indicate the time you will be arriving to allow enough time for us to make any necessary arrangements for all schedules it may impact. If you are arriving late, you must complete a late arrival form to submit to the service desk after you clock in.
12. Scheduled lunches and breaks: All full-time Future Professionals are required to take a 30-minute lunch break. Future Professionals should communicate with their Learning Leader and the service desk if they have not had lunch by 1:00 p.m. Future Professionals must sign out on the break sheet for their breaks each day. The first break should not be taken until after the first 1 ½ hours of their arrival.

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

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

13. Documentation of time: Students may not leave the school premises during regular hours without a Learning Leader's permission.
    - Future Professionals who leave the school premises for more than 10 minutes or those who leave early must document their time by clocking out on the app, informing their Learning Leader and the service desk, and completing the leaving early form on the attendance QR code.
    - Students who leave school premises for less than 10 minutes must sign out on the sign-out break sheet.
    - Future Professionals must clock out on the app for lunch for 30 minutes every day. Continuous failure to clock in and out for lunch will result in a coaching and possible advisory.
14. Students can not clock in or out for another Future Professional.
15. Future Professionals must keep a record of all services performed each day digitally via the MyPortico app.

## PROFESSIONAL IMAGE (DRESS CODE)

**Cosmetology/Nail Technology/Esthetics Future Professionals must adhere to the following professional dress code while in attendance:**

- Core Future Professionals may wear black.
- Phase One Future Professionals may wear black, gray & white in any combination.
- Clothing should be professional and clean.
- Hair should be styled & any cosmetics must be applied before arriving at the school.
- Name tag - provided by the school. All Future Professionals are required to wear a name tag at all times while in attendance. Replacements are available for $5.00.

The following is a list of acceptable dress:

- Patterned clothing is acceptable if it is a black, gray and white designs with no words.
- Shirts and blouses must cover your belly, back, and chest areas.
- Sleeveless tops must have 1" wide shoulder straps.
- Printed T-Shirts, sweatshirts, or hooded sweatshirts, with the Paul Mitchell logo may be worn.
- Small Logos are allowed only if the logo is smaller than the size of your name tag.
- Jeans or clothing made of jean material. Any holes, rips or tears in your jeans must be no higher than 4" above the top of your knee.
- Slacks or dress pants.
- Dresses, skirts, shorts, and/or skorts may be worn if they are no higher than 4" above the top of your knee.
- Oversized / long / loose fitting fashion tops / sweaters / dresses may be worn with black leggings underneath only as long as it covers your front and back with your arms raised.
- Jeggings may be worn but must have pockets on the back.
- Shoes may be dress shoes, flats, comfortable heels, stylish sandals, stylish platform shoes, stylish sneakers, or stylish boots. Shoes should be clean, professional, practical, and comfortable. They may be any color. Feet must be pedicured when wearing open-toed shoes.
- Accessory additions such as jewelry, belts, fashion hats, scarves, and fashion head wraps. Accessories can be any color.

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

- Core Massage Future Professionals may wear all black scrubs.
- Phase One Massage Future Professionals may wear all black, white or gray scrubs.

- Name tag - provided by the school. All Future Professionals are required to wear a name tag at all times while in attendance.
- Hair should be styled for class. Hair should be pulled up or back for body work in the clinic classroom.
- Shoes should be clean, professional, practical, and comfortable. They may be any color.
- Printed T-Shirts, sweatshirts, or hooded sweatshirts, with the Paul Mitchell logo may be worn.
- Small Logos are allowed only if the logo is smaller than the size of your name tag.
- During body work in the clinic classroom the following dress is **NOT** permitted:
    - Tops with sleeves
    - Jewelry
    - Perfumes and/or scented lotions
    - Long, un-manicured nails

The following is a list of unacceptable dress for All Future Professionals in class or on the clinic classroom:

- **NO** Flip-Flops, Slippers, Lounge Style Footwear, or Beach Style Footwear.
- **NO** Active wear clothing of any kind.
- **NO** Logos on any article of clothing. Paul Mitchell Logos Only.
- **NO** Graphics, Brands or Wording on any article of clothing. Paul Mitchell Logos Only.
- **NO** Baseball hats, visors, bandanas, caps, or beanies.
- **NO** Headphones, headgear, and/or earphones. Unless approved by your Learning Leader.
- **NO** Sunglasses.
- **NO** Personal bags, purses, backpacks, or fanny packs of any size. All bags must remain in the student breakroom.
- **NO** Coats or jackets on the clinic floor or in the classrooms.

Future Professionals who fail to comply with the above Professional guidelines may not continue to receive clock hours and will be coached. If recurrent coaching is needed the Future Professional may receive an advisory.

## STUDENT SERVICES

- **Housing:** Paul Mitchell The School Rapid City does not provide campus housing; however they keep a file of information about housing in the surrounding areas.
- **Academic Advising:** Students are provided with academic advising and additional assistance as necessary. Information and advice on any financial assistance are accessible to students. Paul Mitchell The School Rapid City also gives advice and information to students on these subjects:
    - Regulations governing licensure to practice, including reciprocity among jurisdictions.
    - Assistance with resume and job search.
    - Opportunities for continuing education following graduation.
    - Assistance with the financial aid process
- **Mental Health Counseling:** If referral to professional assistance is necessary, the school maintains a record of such referral.
    - Referrals to mental health counseling.
    - Assistance for students with disabilities.

## VOTER REGISTRATION

Students are encouraged to register to vote in State and Federal Elections. Voter Registration and Election Date information for the state of South Dakota can be found at http://vip.sdsos.gov.

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

## SUSPENSION AND TERMINATION

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

# COSMETOLOGY PROGRAM

## COSMETOLOGY COURSE INFORMATION

### COSMETOLOGY COURSE DESCRIPTION

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

The curriculum involves 1500 hours to satisfy South Dakota state requirements. The course includes extensive instruction and practical experience in cutting, coloring, texture and styling, hair removal, facial treatments, nails, and makeup. Along with customer service, personal and professional development, retail (Take Home) skills, record keeping, business ethics, safety and sanitation, state laws and regulations, and employment preparedness.

**Graduates are prepared to become an entry level cosmetologist.*
*This course is taught in English.*

### COSMETOLOGY COURSE OVERVIEW

**Course Hours: 1500 clock hours**

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

- **Pre-clinical Classroom Instruction:** The first 350 hours are devoted to theory and classroom workshops where Future Professionals learn design principles, technical information, and professional practices.
- **Clinic Classroom Learning Experience:** The remaining 1150 hours are spent in the clinic classroom area where skills are practiced and practical experience is gained.

### COSMETOLOGY COURSE OUTLINE

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

- **Core Curriculum:** Your first 350 hours are spent learning basic fundamentals. You will learn the fundamentals of haircutting, color, texture, styling, nails, and skin. Future Professionals are evaluated throughout Core on the comprehension of these skills. Future Professionals must maintain an average of 80% attendance and academics during Core. They must also pass the evaluations with an 80% or higher to move on to the Adaptive Phase. The South Dakota Cosmetology Commission requires future professionals to have a minimum of 225 hours of the fundamentals before they can perform services on guests. Once the Core phase is successfully completed you will add to skills with regularly scheduled classes in cutting, coloring, texture, makeup, and performing services on guests.
- **Protégé Learning Experience:** Your experience as a Protégé produces a smooth transition from the Core phase to Adaptive phase. Your time spent as a Protégé prepares you for the clinic classroom experience.
- **Clinic Classroom Learning Experience:** Your clinic classroom time of from 350 hours to 1500 hours will be tracked through MyPortico. Learning Leaders will assist Future Professionals to grow their hard and soft skills through guided services performed on guests, mini classes, evaluations, and positive feedback. Guest artists and optional advanced and/or certifications may be added to enhance and broaden your learning experience.
- **Adaptive Curriculum:** From 350 to 750 hours you will enter a new phase of classroom workshops coupled with challenging practical services designed to continue building you into a confident professional.
- **Creative Curriculum:** You will spend your last 750 hours in “high gear” by dressing, acting, and working like a true professional. You will use your own artistic and creative abilities, coupled with the assistance of the Learning Leaders, to prepare yourself for your future beauty industry career.

### COSMETOLOGY COURSE SUBJECTS

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

| Subject | Hours |
|---|---|
| General infection control and professional standards, including infection control in a licensed facility; infection control standards and guidelines; infection control for implements and equipment; first aid; blood exposure standards; professional development; effective communication; human relations; business management/ownership; and state law | 150 |
| The science of cosmetology, hair, skin and nails, including health safety and infection control; general anatomy and physiology; skin diseases, disorders and structure; properties of the hair and scalp; nail structure, growth, diseases and disorders; basics of chemistry; product chemistry; understanding the basics of electricity; and basic nutrition | 200 |
| General cosmetology, including principles of hair design, scalp care, shampooing and conditioning; haircutting; hairstyling; braiding and extensions; and wigs and hair additions | 300 |
| Chemical hair services, including chemical texture services; and hair coloring | 280 |
| Esthetics and skin sciences, including physiology and histology of the skin; skin analysis; skin care products: chemistry, ingredients and selection; the treatment room; basic facial; facial massage, hair removal; advance topics and treatments; and makeup | 200 |
| Nail technology, including pre and post service procedures; performing basic manicures and pedicures; hand, lower arm, foot and lower leg massage; wraps, tips and paraffin wax treatments; polishing, light-cured gel polish and design; electric nail filing (8 hours); monomer liquid and polymer powder nail enhancement; light-cured gel enhancements; and creative design | 120 |
| Additional Flexible Hours | 250 |
| **TOTAL HOURS** | **1500** |

The school offers professional development and career preparation classes to help graduates' secure employment in the industry.

### COSMETOLOGY PROGRAM TESTING AND GRADING PROCEDURE

The following tests and grading procedures are used to assess student learning and comprehension of course content in the course:

1. **Academic theory exams:** Future Professionals must receive a grade of 80% or higher on each assigned theory exam.
2. **Core written and practical skills evaluation:** Future Professionals must receive a grade of 80% or higher on each written exam and each practical skill exam in order to complete the Core phase of the program to transition to the Clinic Classroom. If future professionals are unable to pass each exam after two attempts, they may be asked to withdraw from the program and re-enroll in the next available class start date.
3. **Final exam 1:** This test covers an overview of professional foundations including but limited to electricity, infection control, and chemistry. Future Professionals must receive a grade of 80% or higher on all final exams.
4. **Final exam 2:** This written exam covers an overview of all theory instruction of all Cosmetology related subjects. Future Professionals must receive a grade of 80% or higher on all final exams.
5. **South Dakota Laws & Rules Written Exam:** The written exam covers an overview of all South Dakota state laws and rules. Future Professionals must receive a grade of 80% or higher on all exams.
6. **Clinic experiences and hours:** Future Professionals must submit their hours and experiences into MyPortico daily. These submissions should reflect the hours and experiences each future professional participated in each day.

## COSMETOLOGY CLASS START DATES

| **2026** | |
|---|---|
| **FULL TIME:** | February 2, April 7, June 15, August 24, November 2 |

# COSMETOLOGY PROGRAM SCHEDULES

### CORE (10 WEEKS) 35 HOURS PER WEEK

| Days | Times | Hours per Day | Lunch |
|---|---|---|---|
| Monday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |
| Tuesday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |
| Wednesday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |
| Thursday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |
| Friday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |

### AFTER COMPLETION OF CORE - SCHEDULE A 35 HOURS PER WEEK

| Days | Times | Hours per Day | Lunch |
|---|---|---|---|
| Monday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |
| Tuesday | 12:30 PM to 8:00 PM | 7 hrs per day | 30 minute lunch |
| Wednesday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |
| Thursday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |
| Friday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |

### AFTER COMPLETION OF CORE - SCHEDULE B 21 HOURS PER WEEK

| Days | Times | Hours per Day | Lunch |
|---|---|---|---|
| Tuesday | 12:30 PM to 8:00 PM | 7 hrs per day | 30 minute lunch |
| Wednesday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |
| Thursday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |

# 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 Rapid City.

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 | COST |
|---|---|
| Tuition | $16,450.00 |
| Application Fee (***non-refundable***) | 25.00 |
| Technical Kit* | 1,389.72 |
| Textbooks ***(non-refundable)*** | 435.95 |
| Digital Kit ***(non-refundable)*** | 369.95 |
| Education Kit ***(non-refundable)*** | 700.00 |
| Shipping Fees ***(non-refundable)*** | 117.56 |
| Sales Tax ***(non-refundable)*** | 186.82 |
| **TOTAL COSTS** | **$19,675.00** |

| Program | Per Clock Hour Rate (Transfer and Re-Entry Students Only) |
|---|---|
| Cosmetology | $10.97 |

Private student parking is included in tuition with all programs.

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

Please contact the school's Financial Services Leader for payment options. The school accepts cash, credit card, bank transfers, money order, cashier's check, private loans, scholarships, grants, tribal funding, VA funding, or MyCAA. Credit cards and bank transfers are available for usage through MyPortico App. and are subject to convenience fees for all transactions. Convenience fees are outlined on each invoice in MyPortico App. If tuition payments are more than 14 days past due, you will be assessed a $50.00 late fee charge. If tuition payments are canceled or returned due to insufficient funds you will be assessed a $5.00 NSF/Cancellation fee. Financial aid recipients understand that monies received on their behalf are applied first to tuition costs.

*Financial aid available to those who qualify.*

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

## COSMETOLOGY KITS AND TEXBOOKS

### 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.

### TEXTBOOKS

Business Fundamentals Course Book/Goal Tracker 9798214080109
Cosmetology 14e CIMA App Two-Year Subscription 9780357873441
Cosmetology 14e CIMA/Textbook Bundle 9780357921883
Cosmetology 14e Textbook Printed 9780357871492
South Dakota State Laws and Rules Book

Cost: $349.95

## COSMETOLOGY EDUCATION KIT

### THE CUTTING SYSTEM APP

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

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

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

Features Include:

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

### THE COLOR SYSTEM APP

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

### THE STYLE AND TEXTURE SYSTEM APP

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

Features:

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

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

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

**THE BARBER AND SHORT HAIR SYSTEM APP**

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

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

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

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

The features include:

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

**THE SKILL CARDS APP**

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

The Skill Cards are also available as an app in English and Spanish.

**THE MAKEUP SYSTEM APP**

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

Special features of the app include:

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

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

**PLUGGED IN APP**

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

Features and Access Includes:

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

**CONNECTING TO MY FUTURE APP**

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

This book focuses on the following:

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

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

**BE NICE OR ELSE IBOOK**

ISBN-13: 978-0-974-993-99-7

**MAKEUP PORTFOLIO**

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

**THE MINI-COLOR SWATCH BOOK**

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

**MYPORTICO APP**

MyPortico is a student success platform purpose-built for vocational education programs. It’s student-driven, mobile-first approach improves the entire student lifecycle—helping more students get from day one to graduation day. MyPortico collects timely and accurate data from every learning environment, visualizes it into accessible dashboards, and automatically acts on it to intervene with at-risk students and celebrate student wins. Students

input completed skills into the MyPortico student app. Depending on your program requirements, they can submit files including pictures, PDFs, and short videos alongside their skills. Instructors have a queue of skills that they can approve/reject with the touch of a button, or grade the skill depending on your program requirements. If skills need review by an external party like a site preceptor, you trigger competency evaluations after every skill, a set of skills, or a certain period of time.

***The cost of the education kit is $700.00 plus tax***

## GRADUATION INFORMATION

### GRADUATION REQUIREMENTS IN COURSES

The Student must complete the following graduation requirements:

- Complete the required number of Program clock hours.
- Complete and submit all MyPortico assignments, to demonstrate completion of State requirements.
- Pass the School's final written and practical exams.
- Complete the required theory hours and pass all written theory exams.

Upon meeting all requirements listed above for graduation, the Student will receive an official transcript.

Students may also request an official current transcript from the School, at any time following graduation.

Upon meeting all requirements listed above for graduation, having all monies owed to the school and/or a payment arrangement made with the School, the Student will receive a graduation/completion certificate.

Upon graduation, the School will issue one (1) transcript to the Student free of charge. Any additional transcript requests made by the Student or a third party will be charged a $15.00 fee as of the date of the request.

Massage students are eligible to take the MBlex Exam at any time, it is recommended to take around 500 hours.

Cosmetology, Nail Technology and Esthetic students may take the South Dakota state exam at any time, but is recommended within your last 200 hours.

### CAREER SERVICES

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

Paul Mitchell The School Rapid City does not guarantee employment upon graduation, Paul Mitchell The School Rapid City does maintain an aggressive job placement program and will inform students of job openings and opportunities. Paul Mitchell The School Rapid City 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 Rapid City has placed students in the beauty industry as Hair Stylists, Makeup Artists, Massage Therapists, Nail Technicians, Estheticians, Beauty Industry Educators, and Salon Owners.

## 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.

# ESTHETICS PROGRAM

## ESTHETICS COURSE INFORMATION

### ESTHETICS COURSE DESCRIPTION

***Standard Occupational Classification SOC 39-5094.00,***
***Classification of Instructional Programs (CIP) Code 12.0409:***

The curriculum involves 600 hours to satisfy South Dakota state requirements. The course includes extensive instruction and practical experience in skin, facial treatments, hair removal, and makeup. Along with customer service, personal and professional development, retail (Take Home) skills, record-keeping, business ethics, state laws and regulations, and employment preparedness.

**Graduates are prepared to be an entry-level estheticians.*
*This course is taught in English.*

### ESTHETICS COURSE OVERVIEW

**Course Hours: 600 clock hours**

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

- **Pre-clinical Classroom Instruction:** The first 280 hours are devoted to classroom workshops, demonstration, and practical experience. You will learn esthetics principles, technical information, and professional practices.
- **Clinic Learning Experience:** The remaining 320 hours are spent in the clinic classroom area, where skills are practiced and practical experience is gained.

### ESTHETICS COURSE OUTLINE

Your time at Paul Mitchell The School Rapid City Esthetics Program will be divided into five designations:

- **Core Curriculum:** This 280-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.
- **Protégé Learning Experience:** Your experience as a Protégé produces a smooth transition from the Core phase to Adaptive phase. Your time spent as a Protégé prepares you for the clinic classroom experience.
- **Clinic Classroom Learning Experience:** As you enter the clinic classroom,you will continue to buildon your hard and soft skills. You will broaden your practical experiences with the guidance of Learning Leaders performing esthetic services with guests. During this time you will be introduced to guest speakers, body treatments, and emerging technologies. You will make discoveries and learn relationship-building skills that will ensure your success in this exciting and diverse field.
- **Adaptive Curriculum:** A new phase of classroom workshops coupled with challenging practical services designed to continue building you into a confident professional.
- **Creative Curriculum:** You will dress, act, and work like a skin therapist professional. You will utilize your own technical and therapeutic abilities, coupled with the professionalism learned to prepare yourself for your future esthetics career.

### ESTHETIC COURSE SUBJECTS

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

| Subject | Hours |
|---|---|
| Infection control and safety procedures regarding cleaning, disinfection, hygiene, infections, hazards, disorders, and diseases, including cosmetology laws and rules | 90 |
| Scientific concepts and products to include skin histology, skin dermatology (analysis), nutrition, chemistry, bacteriology, anatomy, physiology, and aromatherapy | 90 |
| Skin treatments to include consultations, analysis, chemical facial treatments, electrical and mechanical facial treatments, and body treatments | 240 |
| Massage manipulations to include facial and body | 30 |
| Make-up and eyelash applications | 30 |
| Hair removal and eyebrow shaping to include chemical and physical | 30 |
| Business practices regarding salon management, booth management, salesmanship, and ethics, including cosmetology laws and rules | 60 |
| Additional Flexible Hours | 30 |
| **TOTAL HOURS** | **600** |

The school offers professional development and career preparation classes to help graduates secure employment in the industry.

### 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:** Future professionals must receive a grade of 80% or higher on each assigned theory exam.
2. **Core written and practical skills evaluation:** Future Professionals must receive a grade of 80% or higher on each written exam and each practical skill exam in order to complete the Core phase of the program to transition to the clinic classroom. The exams are an overview of instruction taught during the Core phase. Future professionals are unable to pass each exam after two attempts, the future professional may be asked to withdraw from the program and re-enroll in the next available class start date.
3. **Final exam 1:** This test covers an overview of professional foundations including but limited to electricity, infection control, and chemistry. Future Professionals must receive a grade of 80% or higher on all final exams.
4. **Final exam 2:** This written exam covers an overview of all theory instruction of all Esthetics related subjects. Future Professionals must receive a grade of 80% or higher on all final exams.
5. **South Dakota State Laws & Rules Written Exam:** The written exam covers an overview of all South Dakota state laws and rules. Future Professionals must receive a grade of 80% or higher on all final exams.
6. **Clinic Experiences & Hours:** Future Professionals must submit their hours and experiences into MyPortico daily. These submissions should reflect the hours and experiences each future professional participated in each day.

## ESTHETICS CLASS START DATES

| **2026** | |
|---|---|
| **FULL TIME:** | April 7, June 15, August 24, November 2 |

# ESTHETICS PROGRAM SCHEDULE

### FIRST 10 WEEKS 28 HOURS PER WEEK

| Days | Times | Hours per Day | Lunch |
|---|---|---|---|
| Monday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |
| Tuesday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |
| Wednesday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |
| Thursday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |

### AFTER COMPLETION OF 10 WEEKS 28 HOURS PER WEEK

| Days | Times | Hours per Day | Lunch |
|---|---|---|---|
| Monday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |
| Tuesday | 12:30 PM to 8:00 PM | 7 hrs per day | 30 minute lunch |
| Wednesday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |
| Thursday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |

# 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 Rapid City.

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** | **COST** |
|---|---|
| Tuition | $8,100.00 |
| Application Fee (***non-refundable***) | 25.00 |
| Technical Kit* | 1,754.18 |
| Textbooks ***(non-refundable)*** | 540.90 |
| Digital Kit ***(non-refundable)*** | 369.95 |
| Education Kit ***(non-refundable)*** | 300.00 |
| Shipping Fees ***(non-refundable)*** | 142.31 |
| Sales Tax ***(non-refundable)*** | 192.66 |
| **TOTAL COSTS** | **$11,425.00** |

| **Program** | **Per Clock Hour Rate (Transfer and Re-Entry Students Only)** |
|---|---|
| Esthetics | $13.50 |

Private student parking is included in tuition with all programs.

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

Please contact the school's Financial Services Leader for payment options. The school accepts cash, credit card, bank transfers, money order, cashier's check, private loans, scholarships, grants, tribal funding, VA funding, or MyCAA. Credit cards and bank transfers are available for usage through MyPortico App. and are subject to

convenience fees for all transactions. Convenience fees are outlined on each invoice in MyPortico App. If tuition payments are more than 14 days past due, you will be assessed a $50.00 late fee charge. If tuition payments are canceled or returned due to insufficient funds you will be assessed a $5.00 NSF/Cancellation fee. Financial aid recipients understand that monies received on their behalf are applied first to tuition costs.

*Financial aid available to those who qualify.*

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

## ESTHETICS KIT AND TEXTBOOKS

### ESTHETICS 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.

### TEXTBOOKS

Esthetics 12e CIMA App Two-Year Subscription 9780357812563
Esthetics 12e CIMA/Textbook Bundle 9780357812761
Eyelash CIMA 9780357874769
Eyelash CIMA/Textbook Bundle 9780357923238
Eyelash Text book Only 9780357923207

Cost: $449.95

## ESTHETICS EDUCATION KIT

### THE MAKEUP SYSTEM APP

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

Special features of the app include:

- View video tutorials on cheek, eye, and lip application.
- Build your own face chart by selecting from various face sizes, skin tones, eye shapes, and lip shapes.
- Utilize the large color palette to include pastel, neutral, bold, and shimmer shade; all colors can be layered, blended, and smudged.

- The seven makeup brushes include a thin liner, lip, fan, angled liner, blush, and two shadow brushes.
- Utilize various tools, including a pencil eraser to erase or clean unwanted lines; two different sponges for blending; and a pencil to be used as an eye, lip, or brow liner.
- A special “layer” option allows you to better “draw within the lines” in the foreground or background of the face chart.
- A zoom feature allows drawing details on the eyes, lips, or any area of the face chart.
- Create and label multiple collections of face charts that can be saved and e-mailed to others.

**PLUGGED IN APP**

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

Features and Access Includes:

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

**CONNECTING TO MY FUTURE APP**

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

This book focuses on the following:

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

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

**BE NICE OR ELSE IBOOK**

ISBN-13: 978-0-974-993-99-7

**MAKEUP PORTFOLIO**

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

**MYPORTICO APP**

MyPortico is a student success platform purpose-built for vocational education programs. It’s student-driven, mobile-first approach improves the entire student lifecycle—helping more students get from day one to graduation day. MyPortico collects timely and accurate data from every learning environment, visualizes it into accessible

dashboards, and automatically acts on it to intervene with at-risk students and celebrate student wins. Students input completed skills into the MyPortico student app. Depending on your program requirements, they can submit files including pictures, PDFs, and short videos alongside their skills. Instructors have a queue of skills that they can approve/reject with the touch of a button, or grade the skill depending on your program requirements. If skills need review by an external party like a site preceptor, you trigger competency evaluations after every skill, a set of skills, or a certain period of time.

***The cost of the education kit is $300.00 plus tax.***

## GRADUATION INFORMATION

### GRADUATION REQUIREMENTS IN COURSES

The Student must complete the following graduation requirements:

- Complete the required number of Program clock hours.
- Complete and submit all MyPortico assignments, to demonstrate completion of State requirements.
- Pass the School's final written and practical exams.
- Complete the required theory hours and pass all written theory exams.

Upon meeting all requirements listed above for graduation, the Student will receive an official transcript.

Students may also request an official current transcript from the School, at any time following graduation.

Upon meeting all requirements listed above for graduation, having all monies owed to the school and/or a payment arrangement made with the School, the Student will receive a graduation/completion certificate.

Upon graduation, the School will issue one (1) transcript to the Student free of charge. Any additional transcript requests made by the Student or a third party will be charged a $15.00 fee as of the date of the request.

Massage students are eligible to take the MBlex Exam at any time, it is recommended to take around 500 hours.

Cosmetology, Nail Technology and Esthetic students may take the South Dakota state exam at any time, but is recommended within your last 200 hours.

### CAREER SERVICES

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

Paul Mitchell The School Rapid City does not guarantee employment upon graduation, Paul Mitchell The School Rapid City does maintain an aggressive job placement program and will inform students of job openings and opportunities. Paul Mitchell The School Rapid City 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 Rapid City has placed students in the beauty industry as Hair Stylists, Makeup Artists, Massage Therapists, Nail Technicians, Estheticians, Beauty Industry Educators, and Salon Owners.

## 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.

# MASSAGE PROGRAM

## MASSAGE COURSE INFORMATION

### MASSAGE COURSE DESCRIPTIONS

***Standard Occupational Classification (SOC) 31-9011***
***Classification of Instructional Programs (CIP) CODE: 51.3501***

The curriculum involves 750 hours which exceeds South Dakota state requirements. The course of study includes extensive instruction in kinesiology, anatomy, physiology, massage techniques and modalities, and professional development skills to prepare future professionals for success in the massage therapy industry.

**Graduates are prepared to become an entry level massage therapist.*
*This course is taught in English.*

### MASSAGE COURSE OVERVIEW

**Course Hours: 750 clock hours**

The course is comprised of theory, demonstration, practical experiences, and practical application in both preclinical and clinical classes.

- **Pre-clinical Classroom Instruction:** Preclinical Classroom Instruction: The first 300 hours are devoted to theory, demonstration and practical experience. Future Professionals will learn anatomy, physiology, kinesiology, fundamental massage techniques for relaxation massage, and professional development.
- **Clinic Classroom Experiences & Application:** The remaining 350 hours are comprised of theory in advanced techniques and modalities, guest artist presentations and demonstrations and gaining practical experiences practicing massage and customer service skills with guests in a structured learning environment.

### MASSAGE COURSE OUTLINE

Throughout the 750-hour (27 week) course, Future Professionals will learn theory of massage, anatomy, physiology, kinesiology, pathologies, and hands on application. We base our instruction on Swedish Massage relaxation techniques and we incorporate other modalities such as. stretching, reflexology, and therapeutic massage. We infuse proper personal care into the program to provide career longevity.

Subjects are presented by means of lecture, demonstration, and future professional participation. Guest speakers, field trips, and additional massage related experiences are utilized in the course.

Three specific learning styles are incorporated in one or more combinations:

- **Core Curriculum:** This 300 hours (10 weeks) are dedicated to exploring fundamental knowledge, in anatomy, physiology, kinesiology, and pathologies. Future Professionals will be regularly evaluated with written and practical exams. This is an intense, rewarding, and exciting portion of your experience.
- **Protégé Learning Experience:** Transitional period from the Core phase to Adaptive phase. Protégé' prepares Future Professionals for the clinic classroom experience.
- **Adaptive Phase:** This phase focuses on building on the foundations learned in the Core phase by experience and application.
- **Creative Phase:** This phase focuses on refining massage techniques and preparation for working in the industry.
- **Clinic Classroom Learning Experience:** The remaining 450 hours will be primarily dedicated to building your practical skills and professional growth. Future professionals will practice the skills learned that will foster success in this rewarding and diverse field.

### MASSAGE COURSE SUBJECTS

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

| Subject | Hours |
|---|---|
| Body's system and anatomy, physiology, and kinesiology | 240 |
| Pathology | 40 |
| Massage and bodywork assessment, theory, and application | 260 |
| Business and ethics, with a minimum of six hours in ethics | 60 |
| Adjunct techniques and methods that theoretically complete a massage program | 135 |
| Additional Hours | 15 |
| **TOTAL HOURS** | **750** |

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.

### MASSAGE PROGRAM TESTING AND GRADING PROCEDURE

The following tests and grading procedures are used to assess Future Professional's comprehension of content in the 750-hour course:

1. **Academic theory exams:** Future Professional's must receive a grade of 80% or higher on each assigned theory exam.
2. **Core written and practical skills evaluation:** Future Professionals must receive a grade of 80% or higher on each written exam and each practical skill exam in order to complete the Core phase and transition to the next phase Future Professionals are unable to pass each exam after two attempts, and/or maintain the 80% academic average they may be asked to withdraw from the program and re-enroll in the next available class start date.
3. **Kinesiology Finals:** Comprised of a written and practical palpation exam that assesses the comprehension and application of kinesiology. Future Professionals must receive a grade of 80% or higher on both exams to move to the next phase of the program.
4. **Anatomy and Physiology Final Exam:** This written exam assesses the comprehension of anatomy and physiology.
5. **Clinical Practical Evaluations:** Future Professionals will be during the Clinic Classroom experience. Future Professionals must receive a grade of 80% or higher on practical evaluations.

## MASSAGE CLASS START DATES

| **2026** | |
|---|---|
| **FULL TIME:** | April 7, September 22 |

## MASSAGE PROGRAM SCHEDULES

### FIRST 16 WEEKS 28 HOURS PER WEEK

| Days | Times | Hours per Day | Lunch |
|---|---|---|---|
| Monday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |
| Tuesday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |
| Wednesday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |
| Thursday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |

### AFTER 16 WEEKS 28 HOURS PER WEEK

| Days | Times | Hours per Day | Lunch |
|---|---|---|---|
| Monday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |
| Tuesday | 12:30 PM to 8:00 PM | 7 hrs per day | 30 minute lunch |
| Wednesday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |
| Thursday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |

## MASSAGE 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 Rapid City.

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 – MASSAGE** | **COST** |
|---|---|
| Tuition | $9,500.00 |
| Application Fee *(non-refundable)* | $25.00 |
| Technical Kit* | $566.66 |
| Textbooks *(non-refundable)* | $544.64 |
| Digital Kit *(non-refundable)* | $369.95 |
| Education Kit *(non-refundable)* | $230.00 |
| Shipping Fees *(non-refundable)* | $124.91 |
| Sales Tax *(non-refundable)* | $113.84 |
| **TOTAL COSTS** | **$11,475.00** |

| **Program** | **Per Clock Hour Rate (Transfer and Re-Entry Students Only)** |
|---|---|
| Massage | $12.67 |

Private student parking is included in tuition with all programs.

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

Please contact the school's Financial Services Leader for payment options. The school accepts cash, credit card, bank transfers, money order, cashier's check, private loans, scholarships, grants, tribal funding, VA funding, or MyCAA. Credit cards and bank transfers are available for usage through MyPortico and are subject to convenience

fees for all transactions. Convenience fees are outlined on each invoice in MyPortico. If tuition payments are more than 14 days past due, you will be assessed a $50.00 late fee charge. If tuition payments are canceled or returned due to insufficient funds you will be assessed a $5.00 NSF/Cancellation fee. Financial aid recipients understand that monies received on their behalf are applied first to tuition costs.

*Financial aid available to those who qualify.*

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

## MASSAGE KIT AND TEXTBOOKS

### MASSAGE STUDENT TEXTBOOKS AND KITS

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**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.

TEXTBOOKS

Massage Therapy: Susan Salvo Principles & Practices 6th Edition - E-Textbook $84.99
MBlex Licensing Study Guide Book - Printed Book $39.95
Complete Anatomy Program $89.00
Trail Guide to the Body, 6th Edition - Printed Textbook $84.95
Trail Guide to the Body, 6th Edition Student Workbook - Printed Workbook $33.95
Applied Anatomy & Physiology Manual Therapist Review Guide - Printed Workbook $37.95
Business Mastery 5th Edition $57.95
The Ethics of Touch, 3rd Edition $57.95
The Guide to Movement 2nd Edition $57.95

Cost: $544.64

## MASSAGE EDUCATION KIT

### PLUGGED IN APP

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

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

This book focuses on the following:

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- Career services — Teaches professional career preparedness skills and provides the hiring opportunity connections for school graduates with salon, spa, and barbershop owners and managers.
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**BE NICE OR ELSE IBOOK**

ISBN-13: 978-0-974-993-99-7

**MYPORTICO APP**

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

***The cost of the education kit is $230.00 plus tax.***

# GRADUATION INFORMATION

### GRADUATION REQUIREMENTS IN COURSES

The Student must complete the following graduation requirements:

- Complete the required number of Program clock hours.
- Complete and submit all MyPortico assignments, to demonstrate completion of State requirements.
- Pass the School's final written and practical exams.
- Complete the required theory hours and pass all written theory exams.

Upon meeting all requirements listed above for graduation, the Student will receive an official transcript.

Students may also request an official current transcript from the School, at any time following graduation.

Upon meeting all requirements listed above for graduation, having all monies owed to the school and/or a payment arrangement made with the School, the Student will receive a graduation/completion certificate.

Upon graduation, the School will issue one (1) transcript to the Student free of charge. Any additional transcript requests made by the Student or a third party will be charged a $15.00 fee as of the date of the request.

Massage students are eligible to take the MBlex Exam at any time, it is recommended to take around 500 hours.

Cosmetology, Nail Technology and Esthetic students may take the South Dakota state exam at any time, but is recommended within your last 200 hours.

### CAREER SERVICES

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

Paul Mitchell The School Rapid City does not guarantee employment upon graduation, Paul Mitchell The School Rapid City does maintain an aggressive job placement program and will inform students of job openings and opportunities. Paul Mitchell The School Rapid City 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 Rapid City has placed students in the beauty industry as Hair Stylists, Makeup Artists, Massage Therapists, Nail Technicians, Estheticians, Beauty Industry Educators, and Salon Owners.

# 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.

# NAIL TECHNOLOGY (400 HOURS) PROGRAM

## NAIL TECHNOLOGY (400 HOURS) COURSE INFORMATION

### NAIL TECHNOLOGY (400 HOURS) COURSE DESCRIPTION

**NAIL TECHNOLOGY: *Standard Occupational Classification* (*SOC) 39-5092.00***
***Classification of Instructional Programs (CIP) Code: 12.0410***

The curriculum involves 400 hours to satisfy South Dakota state requirements. The course of study includes extensive instruction and practical experience in manicures, pedicures, massage, customer service, personal appearance & hygiene, personal motivation & development, retail (Take Home) skills, client record keeping, business ethics, as well as sanitation, state laws & regulations, salon-type administration, and job interviewing.

**Graduates are prepared to become an entry level nail technician.*
*This course is taught in English.*

### NAIL TECHNOLOGY (400 HOURS) COURSE OVERVIEW

**Course Hours: 400 clock hours**

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

- **Pre-clinical Classroom Instruction:** The first 112 hours are devoted to classroom workshops, demonstration, and practical experience.You will learn nail principles, technical information, and professional practices.
- **Clinic Classroom Learning Experience:** The remaining 288 hours are spent in the clinic classroom area, gaining practical experience.

### NAIL TECHNOLOGY (400 HOURS) COURSE OUTLINE

Your time at Paul Mitchell The School Rapid City for the nail technology program will be divided into three designations:

- **Core Curriculum:** This 112-hour time period is dedicated to exploring foundational knowledge and basic nails 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.
- **Protégé Learning Experience:** Your experience as a Protégé produces a smooth transition from Core student to Mentor student. Your time spent as a Protégé prepares you for the clinic classroom experience.
- **Clinic and Classroom Learning Experience:** Your remaining 288 hours will be spent in a clinic classroom environment. You will dress, act, and work like a beauty industry professional. You will use your own technical and therapeutic abilities, coupled with the assistance of Learning Leaders, to provide service to guests. You will make discoveries and learn relationship-building skills that will ensure your success in this exciting, diverse field.

### NAIL TECHNOLOGY (400 HOURS) COURSE SUBJECTS

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

| Subject | Hours |
|---|---|
| Infection control and safety procedures regarding cleaning, disinfection, hygiene, infections, hazards, disorders, and diseases, including cosmetology laws and rules | 60 |
| Scientific concepts to include chemistry, bacteriology, anatomy, and physiology | 60 |
| Manicure, pedicure, and hand, lower arm, feet, and lower leg massage manipulations | 90 |
| Artificial nails to include electric files and attachments, sculptured nails, nail tips, nail wraps, and gel nails<br>***Eight (8) hours must be education in electric files and attachments*** | 130* |
| Business practices regarding salon management, booth management, communications, salesmanship, and ethics, including cosmetology laws and rules | 60 |
| **TOTAL HOURS** | **400** |

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.

### NAIL TECHNOLOGY PROGRAM TESTING AND GRADING PROCEDURE

The following tests and grading procedures are used to assess student learning and mastery of course content in the 400-hour/600-hour course:

1. **Academic theory exams:** Students must receive a grade of 80% or higher on each assigned theory exam.
2. **Core written and practical skills evaluation:** Students must receive a grade of 80% or higher on each written exam and each practical skill exam in order to complete the Core program. The exams are an overview of instruction taught during the Core schedule. All Core written and practical skill exams must be passed with a grade of 80% or higher a 80% in order to transition to the Clinic Classroom. If students are unable to pass each exam after two attempts, the student may be asked to withdraw from the program and re-enroll in the next available Core class start date.
3. **Final exam 1:** This test covers an overview of all related nail technology (e.g., anatomy, chemistry, etc.), South Dakota State law and other covered nail technology exams. Students must receive a grade of 80% or higher on all final exams.
4. **Final exam 2:** This written exam covers an overview of all theory instruction, South Dakota state law, and other items covered on the state cosmetology exam. Students must receive a grade of 80% or higher on all final exams.
5. **Final South Dakota State Laws & Rules Written Exam:** The written exam covers an overview of all South Dakota state law. Students must receive a grade of 80% or higher on all final exams.
6. **Final Practical Exam:** The practical exam covers an overview of the South Dakota practical exam.Students must receive a grade of 80% or higher on all final exams.
7. **Clinic practical worksheets:** Students must complete all clinic practical worksheets

## NAIL TECHNOLOGY (400 HOURS) CLASS START DATES

| **2026** | |
|---|---|
| **FULL TIME:** | February 20, June 16, October 16 |

# NAIL TECHNOLOGY (400 HOURS) PROGRAM SCHEDULES

### FULL TIME FIRST 4 WEEKS 28 HOURS PER WEEK

| Days | Times | Hours per Day | Lunch |
|---|---|---|---|
| Tuesday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |
| Wednesday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |
| Thursday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |
| Friday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |

### FULL TIME AFTER FIRST 4 WEEKS 28 HOURS PER WEEK

| Days | Times | Hours per Day | Lunch |
|---|---|---|---|
| Tuesday | 12:30 PM to 8:00 PM | 7 hrs per day | 30 minute lunch |
| Wednesday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |
| Thursday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |
| Friday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |

# NAIL TECHNOLOGY (400 HOURS) 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 Rapid City.

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 – NAIL TECHNOLOGY (400 Hours)** | **COST** |
|---|---|
| Tuition | $4,400.00 |
| Application Fee *(non-refundable)* | 25.00 |
| Technical Kit* | 1,341.87 |
| Textbooks *(non-refundable)* | 174.91 |
| Digital Kit *(non-refundable)* | 369.95 |
| Education Kit *(non-refundable)* | 255.00 |
| Shipping Fees *(non-refundable)* | 118.86 |
| Sales Tax *(non-refundable)* | 140.11 |
| **TOTAL COSTS** | **$6,825.00** |

| **Program** | **Per Clock Hour Rate (Transfer and Re-Entry Students Only)** |
|---|---|
| Nail Technology 400 | $11.00 |

Private student parking is included in tuition with all programs.

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

Please contact the school's Financial Services Leader for payment options. The school accepts cash, credit card, bank transfers, money order, cashier's check, private loans, scholarships, grants, tribal funding, VA funding, or MyCAA. Credit cards and bank transfers are available for usage through MyPortico and are subject to convenience

fees for all transactions. Convenience fees are outlined on each invoice in MyPortico. If tuition payments are more than 14 days past due, you will be assessed a $50.00 late fee charge. If tuition payments are canceled or returned due to insufficient funds you will be assessed a $5.00 NSF/Cancellation fee. Financial aid recipients understand that monies received on their behalf are applied first to tuition costs.

*Financial aid available to those who qualify.*

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

## NAIL TECHNOLOGY (400 HOURS) KIT AND TEXTBOOKS

### NAIL TECHNOLOGY 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.

### TEXTBOOK

1 Tammy Taylor eBook Digital Access; ISBN: 978-0-578-25978-9

Cost: $174.91

## NAIL TECHNOLOGY (400 HOURS) EDUCATION KIT

### PLUGGED IN APP

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Features and Access Includes:

- Paul Mitchell Schools System Apps – Future Professionals will have access to The Color System, The Cutting System, and The Makeup System apps from within the Plugged In app.
- My Profile Access – Future Professionals will have access to view and update their profile information within the Plugged In app.
- Plugged In – Future Professionals will have access to all content found on our Plugged In educational and resource website. This content includes:

- Multiple Intelligence, MASTERS, Careers, Professional Development, Mentors, Education, Giving Back, Caper, Media, Contests, Product, and The Buzz.
- Messages – Future Professionals will have the ability to view and receive individual or group messages from their school leaders.

#### CONNECTING TO MY FUTURE APP

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

This book focuses on the following:

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

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#### BE NICE OR ELSE IBOOK

ISBN-13: 978-0-974-993-99-7

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

***The cost of the education kit is $255.00 plus tax.***

## GRADUATION INFORMATION

#### GRADUATION REQUIREMENTS IN COURSES

The Student must complete the following graduation requirements:

- Complete the required number of Program clock hours.
- Complete and submit all MyPortico assignments, to demonstrate completion of State requirements.
- Pass the School's final written and practical exams.
- Complete the required theory hours and pass all written theory exams.

Upon meeting all requirements listed above for graduation, the Student will receive an official transcript.

Students may also request an official current transcript from the School, at any time following graduation.

Upon meeting all requirements listed above for graduation, having all monies owed to the school and/or a payment arrangement made with the School, the Student will receive a graduation/completion certificate.

Upon graduation, the School will issue one (1) transcript to the Student free of charge. Any additional transcript requests made by the Student or a third party will be charged a $15.00 fee as of the date of the request.

Massage students are eligible to take the MBlex Exam at any time, it is recommended to take around 500 hours.

Cosmetology, Nail Technology and Esthetic students may take the South Dakota state exam at any time, but is recommended within your last 200 hours.

**CAREER SERVICES**

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

Paul Mitchell The School Rapid City does not guarantee employment upon graduation, Paul Mitchell The School Rapid City does maintain an aggressive job placement program and will inform students of job openings and opportunities. Paul Mitchell The School Rapid City 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 Rapid City has placed students in the beauty industry as Hair Stylists, Makeup Artists, Massage Therapists, Nail Technicians, Estheticians, Beauty Industry Educators, and Salon Owners.

## 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.

# NAIL TECHNOLOGY (600 HOURS) PROGRAM

## NAIL TECHNOLOGY (600 HOURS) COURSE INFORMATION

### NAIL TECHNOLOGY (600 HOURS) COURSE DESCRIPTION

**NAIL TECHNOLOGY: *Standard Occupational Classification* (*SOC) 39-5092.00***
***Classification of Instructional Programs (CIP) Code: 12.0410***

The curriculum involves 600 hours. The course of study includes extensive instruction and practical experience in manicures, pedicures, massage, customer service, personal appearance & hygiene, personal motivation & development, retail (Take Home) skills, client record keeping, business ethics, as well as sanitation, state laws & regulations, salon-type administration, and job interviewing.

The state of South Dakota requires 400-hours of education to become licensed as a nail technician; however, the school is approved by the state to offer a 600-hour nail technology course. With the additional 200 hours the students will better understand all aspects of starting and managing their own business, as well as offering additional practical experience to help prepare them to pass the state board exam.

**Graduates are prepared to become an entry level nail technician.*
*This course is taught in English.*

### NAIL TECHNOLOGY (600 HOURS) COURSE OVERVIEW

**Course Hours: 600 clock hours**

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

- **Pre-clinical Classroom Instruction:** The first 112 hours are devoted to classroom workshops, demonstration, and practical experience. You will learn nail principles, technical information, and professional practices.
- **Clinic Classroom Learning Experience:** The remaining 488 hours are spent in the clinic classroom area, gaining practical experience.

### NAIL TECHNOLOGY (600 HOURS) COURSE OUTLINE

Your time at Paul Mitchell The School Rapid City for the nail technology program will be divided into three designations:

- **Core Curriculum:** This 112-hour time period is dedicated to exploring foundational knowledge and basic nails 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.
- **Protégé Learning Experience:** Your experience as a Protégé produces a smooth transition from Core student to Mentor student. Your time spent as a Protégé prepares you for the clinic classroom experience.
- **Clinic and Classroom Learning Experience:** Your remaining 488 hours will be spent in a clinic classroom environment. You will dress, act, and work like a beauty industry professional. You will use your own technical and therapeutic abilities, coupled with the assistance of Learning Leaders, to provide service to guests. You will make discoveries and learn relationship-building skills that will ensure your success in this exciting, diverse field.

### NAIL TECHNOLOGY (600 HOURS) COURSE SUBJECTS

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

| Subject | Hours |
|---|---|
| Infection control and safety procedures regarding cleaning, disinfection, hygiene, infections, hazards, disorders, and diseases, including cosmetology laws and rules | 80 |
| Scientific concepts to include chemistry, bacteriology, anatomy, and physiology | 70 |
| Manicure, pedicure, and hand, lower arm, feet, and lower leg massage manipulations | 120 |
| Artificial nails to include electric files and attachments, sculptured nails, nail tips, nail wraps, and gel nails<br>***Eight (8) hours must be education in electric files and attachments*** | 250* |
| Business practices regarding salon management, booth management, communications, salesmanship, and ethics, including cosmetology laws and rules | 80 |
| **TOTAL HOURS** | **600** |

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

### NAIL TECHNOLOGY PROGRAM TESTING AND GRADING PROCEDURE

The following tests and grading procedures are used to assess student learning and mastery of course content in the 400-hour/600-hour course:

1. **Academic theory exams:** Students must receive a grade of 80% or higher on each assigned theory exam.
2. **Core written and practical skills evaluation:** Students must receive a grade of 80% or higher on each written exam and each practical skill exam in order to complete the Core program. The exams are an overview of instruction taught during the Core schedule. All Core written and practical skill exams must be passed with a grade of 80% or higher a 80% in order to transition to the Clinic Classroom. If students are unable to pass each exam after two attempts, the student may be asked to withdraw from the program and re-enroll in the next available Core class start date.
3. **Final exam 1:** This test covers an overview of all related nail technology (e.g., anatomy, chemistry, etc.), South Dakota State law and other covered nail technology exams. Students must receive a grade of 80% or higher on all final exams.
4. **Final exam 2:** This written exam covers an overview of all theory instruction, South Dakota state law, and other items covered on the state cosmetology exam. Students must receive a grade of 80% or higher on all final exams.
5. **Final South Dakota State Laws & Rules Written Exam:** The written exam covers an overview of all South Dakota state law. Students must receive a grade of 80% or higher on all final exams.
6. **Final Practical Exam:** The practical exam covers an overview of the South Dakota practical exam.Students must receive a grade of 80% or higher on all final exams.
7. **Clinic practical worksheets:** Students must complete all clinic practical worksheets

## NAIL TECHNOLOGY (600 HOURS) CLASS START DATES

| **2026** | |
|---|---|
| **FULL TIME:** | April 7, June 19, November 2 |

# NAIL TECHNOLOGY (600 HOURS) PROGRAM SCHEDULES

### FULL TIME FIRST 4 WEEKS 28 HOURS PER WEEK

| Days | Times | Hours per Day | Lunch |
|---|---|---|---|
| Tuesday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |
| Wednesday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |
| Thursday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |
| Friday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |

### FULL TIME AFTER FIRST 4 WEEKS 28 HOURS PER WEEK

| Days | Times | Hours per Day | Lunch |
|---|---|---|---|
| Tuesday | 12:30 PM to 8:00 PM | 7 hrs per day | 30 minute lunch |
| Wednesday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |
| Thursday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |
| Friday | 9:00 AM to 4:30 PM | 7 hrs per day | 30 minute lunch |

# NAIL TECHNOLOGY (600 HOURS) 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 Rapid City.

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 – NAIL TECHNOLOGY (600 Hours)** | **COST** |
|---|---|
| Tuition | $6,600.00 |
| Application Fee *(non-refundable)* | $25.00 |
| Technical Kit* | $1,341.86 |
| Textbooks *(non-refundable)* | $174.91 |
| Digital Kit *(non-refundable)* | $369.95 |
| Education Kit *(non-refundable)* | $255.00 |
| Shipping Fees *(non-refundable)* | $118.16 |
| Sales Tax *(non-refundable)* | $140.12 |
| **TOTAL COSTS** | **$9,025.00** |

| **Program** | **Per Clock Hour Rate (Transfer and Re-Entry Students Only)** |
|---|---|
| Nail Technology 600 | $11.00 |

Private student parking is included in tuition with all programs.

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

Please contact the school's Financial Services Leader for payment options. The school accepts cash, credit card, bank transfers, money order, cashier's check, private loans, scholarships, grants, tribal funding, VA funding, or MyCAA. Credit cards and bank transfers are available for usage through MyPortico App. and are subject to

convenience fees for all transactions. Convenience fees are outlined on each invoice in MyPortico App. If tuition payments are more than 14 days past due, you will be assessed a $50.00 late fee charge. If tuition payments are canceled or returned due to insufficient funds you will be assessed a $5.00 NSF/Cancellation fee. Financial aid recipients understand that monies received on their behalf are applied first to tuition costs.

*Financial aid available to those who qualify.*

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

## NAIL TECHNOLOGY (600 HOURS) KIT AND TEXTBOOKS

#### NAIL TECHNOLOGY STUDENT TEXTBOOKS AND KITS

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# 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 that 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.

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

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

**INTEREST RATES**

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

**DIRECT LOANS TERMS AND CONDITIONS**

1. A student must be enrolled at least half-time to receive a federal student loan disbursement.
2. Repayment of federal student loans begins 6 months after a student ceases to be enrolled at least half-time. This 6-month period is called a grace period.
3. 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.
4. Students and parents who borrow Federal Direct Loans will have their loan submitted to the National Student Loan Data System (NSLDS) and the information will be accessible to guaranty agencies, eligible lenders, and eligible institutions of higher education as determined by the Secretary of Education to be authorized users of NSLDS.

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

**DEFAULTING ON THE FEDERAL DIRECT LOAN**

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

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

**THINGS TO KNOW ABOUT FINANCIAL AID**

ELIGIBILITY

All Criteria must be met to qualify for Federal aid

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

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

ESTIMATED FINANCIAL AID

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

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

STEPS TO APPLY

A. Sign up for an FSA ID at fsaid.ed.gov. The FSA ID serves as your digital signature for the Free Application for Federal Student Aid (FAFSA) and login information for Federal Student Aid websites.
B. Complete the Free Application for Federal Student Aid (FAFSA)
C. Submit all Required Documents to the Financial Services Office
D. If you decide to apply for Federal Student Loans
    - Log on to www.directloans.gov
    - Complete your Direct Loan Entrance Counseling the Federal Government requires you to complete entrance counseling to ensure that you understand the responsibilities and obligations you are assuming.

The goal of entrance counseling is to help you understand what it means to take out a federal student loan.During entrance counseling, you will learn about the following:

1. What a Direct Loan is and how the loan process works
2. Managing your education expenses
3. Other financial resources to consider helping pay for your education
4. 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.
    - 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.

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

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

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

**CREDIT BALANCE**

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

- Refunds begin to be issued within 14 days after the disbursement date.
- All funds issued to you by Paul Mitchell The School Rapid City 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.

**RETURN TO TITLE IV**

The school is required by Federal statute to recalculate Federal financial aid eligibility for students who withdraw, drop out, are dismissed, or take a leave of absence prior to completing 60% of a payment period or term.

The Federal Title IV financial aid programs must be recalculated in these situations:

A. If a student leaves the institution prior to completing 60% of a payment period or term, the financial aid office recalculates eligibility for Title IV funds. Recalculation is based on the percentage of earned aid using the following Federal Return of Title IV funds formula:

Percentage of payment period or term completed = the number of days completed up to the withdrawal date divided by the total days in the payment period or term (Any break of five days or more is not counted as part of the days in the term.) This percentage is also the percentage of earned aid.

B. Funds are returned to the appropriate federal program based on the percentage of unearned aid using the following formula:

Aid to be returned = (100% of the aid that could be disbursed minus the percentage of earned aid) multiplied by the total amount of aid that could have been disbursed during the payment period or term

If a student earned less aid than was disbursed, the institution would be required to return a portion of the funds and the student would be required to return a portion of the funds. Keep in mind that when Title IV funds are returned, the student borrower may owe a debit balance to the institution.

If a student earned more aid than was disbursed to him/her, the institution would owe the student a post-withdrawal disbursement which must be paid within 120 days of the student's withdrawal.

The institution will return the amount of Title IV funds for which it is responsible no later than 30 days after the date of the determination of the date of the student's withdrawal.

Refunds are returned in the following order:

- Federal Unsubsidized Direct Stafford Loans
- Federal Subsidized Direct Stafford Loans
- Federal Direct Parent PLUS Loans
- Federal Pell Grants
- Federal Supplemental Educational Opportunity Grants

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

**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 **peggyfa@rapidcity.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 from 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.

It is the responsibility of the student to remove all personal property from the school on the date of their withdrawal. If a student has personal property that is not removed from the school any and all personal property found will be stored for 60 days. If the student does not return for their personal property that is found & stored within 60 days it will be considered abandoned and property of the schools. The school is not responsible for any personal property that is left at the school.

When a student withdraws from a program, they must bring their student kit to a school administrator to be stored until completion of their official withdrawal calculation. The student is responsible for doing a student kit exit checklist of all student kit items with a school administrator to confirm all items are accounted for in the student kit. The school is not responsible for any items that are not accounted for or are missing from your student kit. If the student does not do a kit inventory on the date of their withdrawal, the school is not responsible for any items missing in their student kit.

Upon completion of the official withdrawal calculation it is determined that the student has a balance owed to the school, the student must make payment in full within 60 days of their official withdrawal date. If the student does not pay the balance owed in full within 60 days, the student kit will be considered abandoned and determined to be property of the school and the unpaid balance will be sent to a collections agency. Added costs incurred to collect a delinquent account will be added to the student's balance. If a student fails to meet his/her tuition obligation as outlined in the enrollment agreement, the student will pay the cost of collection, including reasonable attorney fees. I hereby allow the school to release any data I have provided the school to a collection service.

Reminder: the official withdrawal calculation will determine if you owe the school a balance that may reflect student kit and/or tuition charges but this is not related to the balance and/or payments you will make to the Department of Education to pay back student loans or Pell Grant overpayments that you may owe. Please refer to your withdrawal calculation and Return of Title IV calculation. It is possible that you may have payments to the school for a balance

owed for your student kit and/or tuition charges as well as to the Department of Education for Title IV funds. If the school was required to return loans on your behalf you are expected to repay the school upon withdrawal for that amount.

South Dakota Cosmetology Commission Laws & Rules 20:42:06:35.

Terminated students who restart education. A former student who wishes to reapply to complete the student's education, or a former student who completed the student's education but did not obtain a license will receive the following credit from the last date of previous enrollment as follows:

(1) 100 percent credit of hours if less than three years has passed;

(2) 50 percent credit of hours if more than three but less than seven years has passed;

(3) No credit for hours will be allowed if more than seven years has passed.

## FEDERAL RETURN OF TITLE IV FUNDS POLICY

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

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

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

**R2T4 Calculation**: The R2T4 formula applies if the Student received or could have received federal Title IV financial assistance during the payment period in which the Student withdrew based on applicable eligibility criteria (e.g., Pell Grants, FSEOG, Direct Subsidized Loans, Direct Unsubsidized Loans, or Direct PLUS Loans).

The percentage of Title IV aid earned is equal to the percentage of the payment period that was completed as of the Student's withdrawal date. For clock-hour Programs, a Student earns the percentage of scheduled clock hours up to the date of withdrawal divided by the number of scheduled clock hours in the payment period.

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

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

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

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

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

The School must return its share in the following order:

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

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

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

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

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

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

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

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

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

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

## 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.

- Any monies due to the 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 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.
    - A Student (or in the case of a Student under legal age, their parent or guardian) cancels their agreement and demands their money back in writing, within three (3) business days of signing the enrollment agreement regardless of whether the student has actually started training. All monies collected by the School are refundable except a non-refundable application fee.
    - A Student who cancels their agreement after three (3) business days of signing the agreement but prior to entering classes. In this case, is entitled to a refund of all monies paid to the School less a non-refundable application fee of $25.00.
    - A Student notifies the School of their official withdrawal in writing.
    - 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.
    - For official cancellations as defined in paragraphs b, c, d, or e, the cancellation date will be determined by the postmark on written notification, or the date said information is delivered to the School administrator/owner in person.
    - A Student is expelled by the School.
    - Monies paid for Student kit is non-refundable unless the Student cancels within three (3) business days of signing the enrollment agreement or the Student cancels prior to entering class.
- Any monies due to a Student who officially or unofficially withdraws from the School shall be refunded within 45 days of a determination by the School that the Student has withdrawn without notifying the School. Unofficial withdrawals are monitored every 30 days and a determination is made to withdraw a Student who has been absent from School for 14 or more consecutive calendar days; the withdrawal date that will be used in this calculation is the Student's actual last date of attendance.
- When situations of mitigating circumstances are in evidence, such as serious illness, a disabling accident, or death in the immediate family, the School may make a settlement that is reasonable and fair to both parties.
- All extra costs, such as books, equipment, graduation fees, application fee, rentals, and other such charges, are not considered in the tuition adjustment computation if the charges are itemized separately in the kit purchase agreement.
- 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 provide a full refund of all monies paid within 45 days notice of course and/or Program cancellation.
- 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 pro-rata refund of all monies paid within 45 days of notice to the student; or provide completion of the course and/or Program; or participate in a Teach-Out Agreement.

- A Student's account may be sent to collections for nonpayment.
- If the School closes permanently and no longer offers instruction after a Student has enrolled and instruction has begun, the School will provide a pro rata refund of tuition to the Student.

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 their 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:

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

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

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

## PREFERRED LENDER LIST AND PRIVATE EDUCATION LOAN DISCLOSURES

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

## SCHOLARSHIPS

Scholarships can be awarded to students to be applied toward any tuition owed on the student's account upon completion of all program requirements. Please ask for a scholarship application from our financial services office. If a student withdraws from the program they are no longer eligible for any school Scholarships, they will not be counted as payments during the withdrawal calculation. Scholarship applications must be submitted prior to signing enrollment agreement.

Only one scholarship will be awarded per qualified applicant.

**PAUL MITCHELL SCHOOLS SCHOLARSHIP**

The Paul Mitchell Schools Scholarship is offered to students chosen by the school's Scholarship Committee. This scholarship is available from February to May 2025.

- Students must have a valid high school diploma or equivalent.
- Students must submit a sealed, official high school transcript via physical envelope or a digital credential service (e.g., Parchment) showing a minimum GPA of 2.5.
- Students must submit two (2) letters of recommendation from an employer, supervisor, teacher, or other individual who can speak about their community involvement.
- Students must submit a written or video of 500 words or fewer—or five (5) minutes or fewer for video essay submissions.
- Students are eligible for a one-time maximum award of $1000.
- A scholarship credit will be applied to the Future Professional's account at the conclusion of each payment period in the program they are enrolled in. The credit amount in each payment period will be calculated by dividing the total scholarship by the number of payment periods in the program.
- To remain eligible, students must maintain Satisfactory Academic Progress at the end of each applicable payment period.

**PAUL MITCHELL SCHOOL HIGH SCHOOL SCHOLARSHIP**

The Paul Mitchell Schools High School Scholarship is offered to students chosen by the school's Scholarship Committee. This scholarship is available from June to November 2025.

- Students must be scheduled to graduate from an eligible high school in 2025.
- Students must receive his or her high school diploma prior to the chosen enrollment date.
- Students must submit a sealed, official high school transcript via physical envelope or a digital credential service (e.g., Parchment) showing a minimum GPA of 2.5.
- Students must submit two (2) letters of recommendation from an employer, supervisor, teacher, or other individual who can speak about their community involvement.
- Students must submit a written or video of 500 words or fewer—or five (5) minutes or fewer for video essay submissions.
- Students are eligible for a one-time maximum award of $1000.
- A scholarship credit will be applied to the Future Professional's account at the conclusion of each payment period in the program they are enrolled in. The credit amount in each payment period will be calculated by dividing the total scholarship by the number of payment periods in the program.
- To remain eligible, students must maintain Satisfactory Academic Progress at the end of each applicable payment period.

**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. This scholarship is available from February to May 2025 and June to November 2025.

- Students are eligible for a one-time maximum award of $1000.
- Students will be eligible to receive the non cash award in two scholarship credits of $500 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

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

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

## QUANTITATIVE AND QUALITATIVE FACTORS

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

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

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

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

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

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

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

## MAXIMUM TIME FRAME

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

| Course | Length | Maximum Time Frame |
|---|---|---|
| Cosmetology (35 hours) | 43 Weeks | 59 Weeks |
| Cosmetology (21 hours) | 75 Weeks | 93 Weeks |
| Massage | 30 Weeks | 38 Weeks |
| Esthetics | 24 Weeks | 30 Weeks |
| Nail Technology 400 clock hours | 15 Weeks | 19 Weeks |
| Nail Technology 600 clock hours | 24 Weeks | 29 Weeks |

The maximum time frame calculation includes school published closures. Transfer students who need less than full course requirements, the maximum time frame will be determined based on 125% 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 continue enrollment, and be charged tuition fees accordingly, on a cash-pay basis. Whether a student pays out of pocket or receives Title IV Financial aid all hours attempted and completed are considered part of the Satisfactory Academic Progress calculation. For students with a disability that appeal, the student's disability will be considered as a factor towards maintaining Satisfactory Academic Progress.

## IN-COMPLETES, WITHDRAWAL, OR REPTITIONS

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 due to pregnancy/new mother, and/or military duty then the student should take a leave of absence. Students who withdraw prior to completing the course of study and who wish to reenter will reenter at the same progress status as applicable at the time of withdrawal.

## IN-COMPLETES, WITHDRAWAL, OR 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 documented leaves:**

- In accordance with Title IX for pregnancy or child birth.
- If a student is called into active duty for the military.
- Recommended leave from a professional for mental health.
- Bereavement.
- On a case-by-case basis, the school will also consider a LOA for a student who has experienced a personal medical emergency.

These are the only times leave of absences are granted.

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

- Complete and sign the school's Leave of Absence Request Form.
- Must state the reason for the (LOA).
- Students who receive military orders must provide a copy of their military orders. This timeframe must be reflected on the student's military orders.
- Students requesting a medical leave must provide a medical/mental health documentation, or a recommendation from a physician. It must state the recommended length of leave.
- Be approved by the school's Future Professional Advisor and Financial Services Leader.
- Leaves must be a minimum of 7 Days and must not exceed a total of 180 calendar days in a 12-month period. A leave of absence will not be granted if the LOA together with any additional LOA's previously granted, exceed a total of 180 calendar days in any 12-month period. In the case of a student receiving military orders that are less than 7 days, the LOA may be granted for the shorter period of time. This timeframe must be reflected on the students 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, the student will be terminated from school as of that date the student began the LOA. The termination date for the purpose of calculating a refund is always the student's last day of attendance. A student may not take an unapproved LOA.

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

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

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

## EVALUATION PROCEDURES AND REQUIRED LEVEL OF ACHIEVEMENT

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

Cosmetology 1500 clock hours

Esthetics 600 clock hours

Massage 750 clock hours

Nail Technology 400 clock hours

Nail Technology 600 clock hours

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

| Program | 1st Evaluation Period Ends | 2nd Evaluation Period Ends | 3rd Evaluation Period Ends |
|---|---|---|---|
| **Cosmetology** | 450 actual hours and 13 weeks | 900 actual hours and 26 weeks | 1200 actual hours and 35 weeks |
| **Esthetics** | 300 actual hours and 12 weeks | N/A | N/A |
| **Nail Technology 400 clock hours** | 200 actual hours and 8 weeks | N/A | N/A |
| **Nail Technology 600 clock hours** | 300 actual hours and 11 weeks | N/A | N/A |
| **Massage** | 375 actual hours and 14 weeks | N/A | N/A |

The first evaluation will occur no later than the midpoint of the academic year. The SAP evaluations are completed within 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 80% cumulative attendance since the beginning of the course which indicates that, given the same attendance rate, the student will graduate within the maximum 125% time frame allowed.

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 academics:

**A = 95 – 100% B = 90 – 94% C = 89 – 85% D = 84 – 80% Failing = Below 80%**

Practical and clinical work is graded by a signature or instructor verification within the student's practical clinic tracking system or guest ticket. A signature or instructor verification represents a passing grade which means all elements of the practical grading criteria were met. No signature or verification indicates a failing score which means one or more of the practical grading criteria elements were not met and the student has not met minimum satisfactory standards on the practical application. Students are required to continue and/or repeat the practical application until they receive instructor approval. Students must complete all practical skills and monthly practical requirements through the school's approved tracking system. A student will be graded based on the progress achieved on the completion of required practicalapplications and services documented within the practical tracking system. Students must make up failed or missed tests and incomplete assignments.

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

## 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 scheduled 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 a student does not meet the minimum requirements after a financial aid warning period, they are placed on financial aid suspension and not eligible for Title IV Aid, if the student appeals and then it is approved, the student is then placed on financial aid probation, if applicable.

## RE-ESTABLISHMENT OF SATISFACTORY ACADEMIC PROGRESS

Students may re-establish satisfactory academic progress and Title IV or other federal funding *for those who qualify*, 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 time frame established for the individual student. Students who are progressing according to their specific academic plan will be considered making satisfactory academic progress. The student will be advised in writing of the actions required to attain satisfactory academic progress by the next evaluation.

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

## APPEAL PROCEDURE

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

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

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

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

# STUDENT CONSUMER INFORMATION

## STUDENT RIGHT OF ACCESS AND RECORD RETENTION POLICY

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

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

Students (or parents or guardians, if the student is a dependent minor) are guaranteed access to their school records, with a staff member present, within 30 days from the date of the request. Copies of all records can be requested at $1.00 per page.

### GENERAL RELEASE OF INFORMATION

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

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

### FERPA DISCLOSURES TO PARENTS

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

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

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

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

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

### RELEASE OF INFORMATION TO REGULATORY AGENCIES

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

In addition, disclosure may be made if it is in connection with financial aid that the student has received or applied for. Such a disclosure may only be made if the student'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 Rapid City 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 Rapid City 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 Rapid City is a main campus accredited by the National Accrediting Commission of Career Arts and Sciences (NACCAS) and recognized by the U.S. Department of Education. NACCAS requires schools to list the outcome rates for the main campus, and by related programs.

Paul Mitchell The School Rapid City performance statistics for the calendar year 2024:

| Graduation | Placement | Licensure |
|---|---|---|
| 75.41% | 72.22% | 92.31% |

### COSMETOLOGY, ESTHETICS, & NAIL TECHNOLOGY RELATED PROGRAM RATES

| Graduation | Placement | Licensure |
|---|---|---|
| 77.55% | 73.33% | 90.91% |

### MASSAGE PROGRAM RATES

| Graduation | Placement | Licensure |
|---|---|---|
| 66.67% | 66.67% | 100% |

## RETENTION AND GRADUATION RATES (IPEDS)

The school publishes its retention and graduation rates each year so you can see how students progress through our programs. These rates are reported to the U.S. Department of Education through the Integrated Postsecondary Education Data System (IPEDS).

### FIRST-TO-SECOND YEAR RETENTION RATE

The retention rate is the percentage of first-time students who return to the school to continue their studies the following fall.

| Students who began in Fall 2023 and returned in Fall 2024 | Retention rate |
|---|---|
| Full-time students | 80% |

### GRADUATION AND TRANSFER-OUT RATES

The overall graduation rate is also called the "Student Right to Know" or IPEDS graduation rate. It tracks students who started as full-time, first-time students seeking a degree or certificate. It shows how many completed their program within 150% of the program's "normal time." For example, a student in a 12-month program would count as a graduate if they finished within 18 months.

The transfer-out rate is the percentage of those same students who transferred to another school before completing their program here. Not all schools report a transfer-out rate.

| Students who began in 2021-22 | Rate |
|---|---|
| Overall graduation rate | 88% |
| Transfer-out rate | Not reported |

### WHO IS INCLUDED IN THESE RATES

Not every student is counted in the graduation rate. The following students are not tracked:

- Students who attended another college or school before enrolling here
- Students who began their studies part-time

## REGULATORY AND ACCREDITATION AGENCIES

The following institutions license and regulate our institution:

**South Dakota Cosmetology Commission**
500 E Capitol
Pierre, SD 57501
Phone: 605-775-6193
Website: www.state.sd.us/bdcomm/cosmet
E-mail: cosmetology@state.sd.us

**South Dakota Board of Massage Therapy**
217 W.Missouri Ave.
Pierre, SD 57501
Phone: 605-773-3440
Fax: 605-773-7175 massagetherapy@state.sd.us https://doh.sd.gov/boards/massage/

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

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

***The school was notified on May 28, 2026 that it was placed on Financial Reporting Requirements with NACCAS which is considered probation status.***

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 National Certification Board for Therapeutic Massage and Bodywork (NCBTMB) is a nationally accredited credentialing body, formed to set high standards for those who practice therapeutic massage and body work. It does this through a nationally recognized certification program that evaluates and attests to the core skills, abilities, knowledge and attributes expected of entry-level practitioners of therapeutic massage and bodywork.

**National Certification Board for Therapeutic Massage & Bodywork**
1901 S. Meyers Road, Suite 240
Oakbrook Terrace, IL 21275-8845
Phone: 703-610-9015 Fax: 703-610-9005
Automated Line: 800-296-0664

The mission of the South Dakota Board of Massage Therapy is to protect the health & safety of the public by licensure of qualified persons and enforcement of the statues, rules and regulations governing the practice of Massage Therapy, including processing and investigating properly filed complaint and holding hearings as warranted. Upon completion of the program you will be eligible for application to National Certification Board of Therapeutic Massage & Bodyworks for national testing & certifications.

**American Massage Therapy Association (AMTA)**
500 Davis Street, Suite 900
Evanston, IL 60201
Phone: 877-905-2700 Fax: 847-864-1178
E-mail: info@amtamassage.org www.amtamassage.com

**Associated Bodywork & Massage Professionals (ABMP)**
271 Sugarbush Drive
Evergreen, CO 80439-9766
Phone: 800-485-2267
Fax: 800-667-8260
E-mail: expectmore@abmp.com www.abmp.com

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, or a copy may be reviewed on the school website.

## STUDENT DIVERSITY INFORMATION

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

- Go to the IPEDS College Navigator. http://nces.ed.gov/collegenavigator/
- In the “Name of School” box type Paul Mitchell The School Rapid City
- Click on the Paul Mitchell The School Rapid City link that appears.
- For gender and race/ethnicity data, click on the Enrollments link to expand the section.
- For information about Pell Grant recipients, expand the Financial Aid link.

# SCHOOL STANDARDS & POLICIES

## POLICY AND PROCEDURES FOR FUTURE PROFESSIONALS WITH DISABILITIES

### 1. POLICY STATEMENT

Paul Mitchell The School Rapid City ("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:

Peggy Sproat
ADA/504 Compliance Coordinator
333 Omaha Street Suite 6 & 7, Rapid City, SD 57701
(605)348-4247 peggys@rapidcity.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. 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 9, 2022.

## STUDENT BIOMETRIC INFORMATION PRIVACY POLICY

Paul Mitchell The School Rapid City 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 MyPortico policy. Biometric scanners are computer-based systems that scan a student's finger, hand vascular pattern 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 Rapid City 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, hand, wrist 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:

- 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
- 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 confidential 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.

## SOCIAL NETWORKING POLICY

Paul Mitchell The School Rapid City 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, harassment 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 Rapid City ("School") is committed to maintaining a working and learning environment that provides for a safe and inclusive environment that is free from bullying, harassment, and intimidation.
2. Scope: This policy applies to anyone who engages in bullying, harassment, and intimidation on School property, at School activities, or through electronic communication (via cell phones, computers, or other electronic devices) using School resources, including School-provided internet or online learning platforms. As described below in Item 8, conduct that is prohibited by federal law is addressed by the School's Anti-Discrimination, Harassment, and Retaliation Policy.

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

problem. The School will also respect, to the extent possible, requests for confidentiality made by the reporting party.

10. Resources:
    For a list of state anti-bullying laws and policies please go to: www.stopbullying.gov
    For a list of federal anti-discrimination laws and policies protecting employees, please go to: https://www.ftc.gov/site-information/no-fear-act/protections-against-discrimination
    For a list of federal anti-discrimination laws and policies protecting students, please go to: https://www.justice.gov/crt/types-educational-opportunities-discrimination

## COPYRIGHT INFRINGEMENT POLICY

This policy applies to those who use Paul Mitchell The School Rapid City'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 Rapid City 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. This process will be used to investigate reports under

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

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

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

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

**HANDLING OF ALLEGATIONS**

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.

- The individual completes the Future Professional Grievance Form and returns it to the School Director.
- 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.
- Upon determination that the Grievance has merit and is appropriately filed, the Director or designee will conduct an initial inquiry into the facts surrounding the Grievance. After that initial inquiry, the Grievance may be dismissed for lack of merit, resolved through an Amicable Conclusion, or through an Investigation as outlined below. The Director or designee will consult with the person(s) filing the Grievance and consider their wishes in choosing the mechanism(s) for handling the Grievance. The decision for addressing a Grievance (informal or investigation) is at the discretion of the Director and is not appealable.
- 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.
- 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.

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

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

The Cosmetology Commission takes complaints against licensees seriously. A complaint is handled as soon as it is received by the Commission office staff, who will acknowledge its receipt.

First, we make a determination on whether the alleged facts show a violation of existing laws or regulations. If we determine that a violation of law or rule did occur, the complaint is referred to the Commission's Investigating Committee, which consists of the Commission Vice-President, the Executive Director, an Assistant Attorney General and a Cosmetology Inspector, for review.

Next, we begin an investigation into the facts of the case. We inform the licensee, conduct interviews and gather evidence. The committee reviews the gathered information and evidence and decides whether to negotiate a settlement, file a formal complaint or dismiss the case for lack of evidence. At any time during this procedure, a settlement may be reached. You will be informed of the committee's decision.

If a formal complaint is filed, the licensee is entitled to a formal hearing. Depending on the case, either a majority of the Cosmetology Commission or an administrative law judge hears the case. If the hearing is conducted by the Commission, a majority vote is required to dismiss, refuse, revoke or suspend a license. During this hearing both sides may present evidence and witnesses, and lawyers will be present.

After the hearing, the licensee will be informed of the final decision (called Findings of Fact and Conclusions of Law) by certified mail. The licensee has the right to appeal the decision to the circuit court and South Dakota Supreme Court.

Complaints must be filed in writing using the complaint form.
https://dlr.sd.gov/cosmetology/forms/complaint_form.pdf

**South Dakota Cosmetology Commission**
500 E Capital
Pierre, SD 57501
(605) 773-6193 cosmetology@state.sd.us

How to file a complaint with NACCAS:

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

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

> "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 NON-DISCRIMINATION POLICY AND PROCEDURES

### NONDISCRIMINATION STATEMENT

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

The School, in its admission, instruction, and graduation policies and practices, does not allow or tolerate harassment or discrimination based on race, religion, creed, color, ethnic origin, national origin, ancestry, sex (including pregnancy, childbirth, or related medical conditions), military or veteran status, physical or mental disability, medical condition, marital status, age, sexual orientation, gender, gender identity or expression, genetic information, or any other basis protected by the federal, state, or local law.

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

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

### APPLICABLE SCOPE

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

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

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

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

**POLICY: EQUAL OPPORTUNITY, HARASSMENT, AND NONDISCRIMINATION**

1. GLOSSARY

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

- ***Future Professional*** means any individual who has accepted an offer of admission, or who is registered or enrolled in coursework, and who maintains an ongoing educational relationship with the School.
- ***Grievance Process Pool*** includes any Investigators, Hearing Decision-Makers, Appeal Decision-makers, and Advisors who may perform any or all of these roles (though not at the same time or with respect to the same complaint).
- ***Informal Resolution*** is a complaint resolution agreed to by the Parties and approved by the Title IX Coordinator that occurs prior to a formal Final Determination being reached.
- ***Investigator*** means the person authorized by the School to gather facts about an alleged violation of this Policy, assesses relevance and credibility, synthesizes the evidence, and compiles this information into an investigation report of Relevant Evidence and a file of Directly Related Evidence.
- ***Mandated Reporter*** means a School employee who is obligated by policy to share knowledge, notice, and/or reports of harassment, discrimination, and/or retaliation with the Title IX Coordinator.
- ***Notice*** means that an employee, Future Professional, or third party informs the Title IX Coordinator or other Official with Authority of the alleged occurrence of harassing, discriminatory, and/or retaliatory conduct.
- ***Official with Authority (OWA)*** means a School employee (specifically the Managing Owner or Director) who has responsibility to implement corrective measures for harassment, discrimination, and/or retaliation on behalf of the School.
- ***Parties*** means the Complainant(s) and Respondent(s), collectively.
- ***Recipient*** means a postsecondary education program that receives federal funding.
- ***Relevant Evidence*** is evidence that tends to prove (inculpatory) or disprove (exculpatory) an issue in the complaint.
- ***Remedies*** are post-Final Determination actions directed to the Complainant and/or the community as mechanisms to address safety, prevent recurrence, and restore access to the School's education program.
- ***Respondent*** means an individual who has been reported to be the perpetrator of conduct that could constitute harassment or discrimination based on a protected characteristic, or retaliation for engaging in a protected activity under this Policy.
- ***Resolution*** means the result of an Informal Resolution or Formal Grievance Process.
- ***Sanction*** means a consequence imposed on a Respondent who is found to have violated this Policy.
- ***Sexual Harassment*** is an umbrella category including the offenses of sexual harassment, sexual assault, stalking, dating violence, and domestic violence. See Section 17.B. for greater detail.
- ***Title IX Coordinator*** is at least one official designated by the School to ensure compliance with Title IX and the School's Title IX program. References to the Coordinator throughout this policy may also encompass a designee of the Coordinator for specific tasks.
- ***Title IX Grievance Procedure*** means the Formal Grievance Process detailed below and defined above.

### 2. TITLE IX COORDINATOR

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

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

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

### 3. INDEPENDENCE AND CONFLICT OF INTEREST

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

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

### 4. ADMINISTRATIVE CONTACT INFORMATION

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

Title IX Coordinator:
Melissa Regan
333 Omaha Street, Suites 6 & 7
Rapid City, SD 57701
605-348-4247 **missyr**@rapidcity.paulmitchell.edu

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

Director:
Peggy Sproat
333 Omaha Street, Suites 6 & 7
Rapid City, SD 57701
605-348-4247 **peggys**@rapidcity.paulmitchell.edu

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

Inquiries may be made externally to:

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

For complaints involving employee-on-employee conduct: Equal Employment Opportunity Commission (EEOC).

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

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

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

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

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

## 6. SUPPORTIVE MEASURES

The School will offer and implement appropriate and reasonable supportive measures to the parties upon notice of alleged harassment, discrimination, and/or retaliation. Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate and reasonably available. They are offered, without fee or charge to the parties, to restore or preserve access to the School's education program or activity, including measures designed to protect the safety of all parties and/or the School's educational environment and/or to deter harassment, discrimination, and/or retaliation.

The Title IX Coordinator promptly makes supportive measures available to the parties upon receiving notice or a complaint. At the time that supportive measures are offered, the School will inform the Complainant, in writing, that they may file a Formal Complaint with the School either at that time or in the future, if they have not done so already. The Title IX Coordinator works with the Complainant to ensure that their wishes are considered with respect to any planned and implemented supportive measures.

The School will maintain the confidentiality of the supportive measures, provided that confidentiality does not impair the School's ability to provide those supportive measures. The School will act to ensure as minimal an occupational or academic impact on the parties as possible. The School will implement measures in a way that does not unreasonably burden the other party.

These actions may include, but are not limited to:

- Referral to community-based service providers
- Visa and immigration assistance
- Future Professional financial aid counseling
- Education to the institutional community or community subgroup(s)
- Altering work arrangements for employees
- Safety planning
- Implementing contact limitations (no-contact orders) between the parties
- Academic support, extensions of deadlines, or other course/program-related adjustments
- Trespass orders
- Timely warnings
- Withdrawals or leaves of absence
- Increased security and monitoring of certain areas of the campus
- Any other actions deemed appropriate by the Title IX Coordinator

Violations of no-contact orders or other restrictions may be referred to appropriate Future Professional or employee conduct processes for enforcement or added as collateral misconduct allegations to an ongoing complaint under this Policy.

## 7. EMERGENCY REMOVAL

The School can act to remove a Future Professional Respondent from its education program or activities— partially or entirely—on an emergency basis when an individualized safety and risk analysis has determined that an immediate threat to the physical health or safety of any Future Professional or other individual justifies removal. This

risk analysis is performed by the Title IX Coordinator in conjunction with relevant School officials.

When an emergency removal is imposed, the Future Professional will be given notice of the action and the option to request to meet with the Title IX Coordinator prior to such action/removal being imposed, or as soon as reasonably possible thereafter, to show cause why the action/removal should not be implemented or should be modified.

This meeting is not a hearing on the merits of the allegation(s), but rather it is an administrative process intended to determine solely whether the emergency removal is appropriate. When this meeting is not requested, objections to the emergency removal will be deemed waived. A Complainant and their Advisor may be permitted to participate in this meeting if the Title IX Coordinator determines it equitable to do so. There is no appeal process for emergency removal decisions.

A Respondent may be accompanied by an Advisor of their choice when meeting with the Title IX Coordinator for the show cause meeting. The Respondent will be given access to a written summary of the basis for the emergency removal prior to the meeting to allow for adequate preparation.

The Title IX Coordinator has sole discretion under this Policy to implement or modify an emergency removal and to determine the conditions and duration. Violation of an emergency removal under this policy will be grounds for discipline within the Future Professional or employee conduct processes, which may include expulsion or termination.

The School will implement the least restrictive emergency actions possible in light of the circumstances and safety concerns. As determined by the Title IX Coordinator, these actions could include, but are not limited to, temporarily reassigning an employee, restricting a Future Professional or employee's access to or use of facilities or equipment, allowing a Future Professional to withdraw without financial penalty, authorizing an employee administrative leave, and suspending a Future Professional's participation in extracurricular activities. At the discretion of the Title IX Coordinator, alternative coursework options may be pursued to ensure as minimal an academic impact on the parties as possible.

When the Respondent is an employee accused of misconduct in the course of their employment, they may be removed from campus or placed on administrative leave based on the discretion of the Title IX Coordinator.

## 8. PROMPTNESS

Once the School has received notice or a Formal Complaint, all allegations are promptly acted upon. Complaints typically take 60–90 business days to resolve. There are always exceptions and extenuating circumstances that can cause a resolution to take longer, but the School will avoid all undue delays within its control.

Any time the general timeframes for resolution outlined in School procedures will be delayed, the School will provide written notice to the parties of the delay, the cause for the delay, and an estimate of the anticipated additional time that will be needed as a result of the delay.

## 9. PRIVACY

Every effort is made by the School to preserve the privacy of reports[2]. The School will not share the identity of any individual who has made a report or Formal Complaint of harassment, discrimination, or retaliation; any Complainant; any individual who has been reported to be the perpetrator of harassment, discrimination, or retaliation; any Respondent; or any witness, except as permitted by the Family Educational Rights and Privacy Act (FERPA)[3] or its implementing regulations[4], or as required by law; or to carry out the purposes of 34 CFR Part 106, including any investigation, hearing, or grievance proceeding arising under these policies and procedures.

The School reserves the right to determine which School officials have a legitimate educational interest in being informed about incidents that fall under this Policy, pursuant to the Family Educational Rights and Privacy Act (FERPA).

Only a small group of School employees who need to know will typically be told about the complaint. Information will be shared as necessary with Investigators, Decision-Makers, witnesses, and the parties. The circle of people with this knowledge will be kept as tight as possible to preserve the parties' rights and privacy.

The School may contact parents/guardians of Future Professionals to inform them of situations in which there is a significant and articulable health and/or safety risk but will usually consult with the Future Professional first before doing so.

## 10. JURISDICTION

This Policy applies to the School's education program and activities[5] regarding conduct that takes place on property owned or controlled by the School and at School-sponsored events. The Respondent must be a member of the School's community in order for this Policy to apply.

This Policy can also be applicable to the effects of off-campus misconduct that effectively deprives a person of access to the School's education program or activities. The School may also extend jurisdiction to off-campus and/or to online conduct when the Title IX Coordinator determines that the conduct affects a substantial School interest.

Regardless of where the conduct occurred, the School will address notice/complaints to determine whether the conduct occurred in the context of its employment or education program or activity and/or has continuing effects on campus (including virtual learning and employment environments) or in an off-campus sponsored program or activity. A substantial School interest includes:

- Any action that constitutes a criminal offense as defined by law. This includes, but is not limited to, single or repeat violations of any local, state, or federal law.
- Any situation in which it is determined that the Respondent poses an immediate threat to the physical health or safety of any Future Professional, employee, or other individual.
- Any situation that significantly impinges upon the rights, property, or achievements of others, significantly breaches the peace, and/or causes social disorder.
- Any situation that substantially interferes with the educational interests or mission of the School.

If the Respondent is unknown or is not a member of the School community, the Title IX Coordinator will assist the Complainant in identifying appropriate institutional and local resources and support options. If criminal conduct is alleged, the School can assist in contacting local or institutional law enforcement if the individual would like to file a police report.

Further, even when the Respondent is not a member of the School's community, supportive measures, remedies, and resources may be provided to the Complainant by contacting the Title IX Coordinator.

In addition, the School may take other actions as appropriate to protect the Complainant against third parties, such as barring individuals from School property and/or events.

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

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

Similarly, the Title IX Coordinator may be able to assist and support a Future Professional or employee Complainant who experiences discrimination in an externship or other environment external to the School where sexual harassment or nondiscrimination policies and procedures of the facilitating or host organization may give the Complainant recourse.

## 11. TIME LIMITS ON REPORTING

There is no time limitation on providing notice/complaints to the Title IX Coordinator. However, if the Respondent is no longer subject to the School's jurisdiction and/or significant time has passed, the ability to investigate, respond, and/or provide remedies may be more limited or impossible.

Acting on notice/complaints significantly impacted by the passage of time (including, but not limited to, the rescission or revision of policy) is at the discretion of the Title IX Coordinator, who may document allegations for future reference, offer supportive measures and/or remedies, and/or engage in informal or formal action, as appropriate.

### 12. ONLINE HARASSMENT AND MISCONDUCT

The School's policies are written and interpreted broadly to include online manifestations of any of the behaviors prohibited below, when those behaviors occur in or have an effect on the School's education program and activities or when they involve the use of School networks, technology, or equipment.

Although the School may not control websites, social media, and other venues through which harassing communications are made, when such communications are reported to the School, it will engage in a variety of means to address and mitigate the effects.

Members of the community are encouraged to be good digital citizens and to refrain from online misconduct, such as feeding anonymous gossip sites; sharing inappropriate content via social media; participating in unwelcome sexual or sex-based messaging; distributing, or threatening to distribute, nude or semi-nude photos or recordings; performing breaches of privacy; or otherwise using the ease of transmission and/or anonymity of the Internet or other technology to harm another member of the School's community.

Off-campus harassing speech by employees, whether online or in person, may be regulated by the School only when such speech is made in an employee's official or work-related capacity.

### 13. POLICY ON NONDISCRIMINATION

The School adheres to all federal, state, and local civil rights laws and regulations prohibiting discrimination in private higher education institutions.

### A. PROTECTED CHARACTERISTICS

The School does not discriminate against any employee, applicant for employment, Future Professional, or applicant for admission on the basis of:

- Sex (including pregnancy, childbirth, and related conditions)
- Race
- Religion
- Creed
- Color
- National Origin
- Ancestry
- Military or Veteran Status
- Physical or Mental Disability
- Medical Condition
- Marital Status
- Age
- Genetic Information
- Sexual Orientation
- Gender Identity
- Gender Expression
- Any other protected characteristic under applicable local, state, or federal law, including protections for those opposing discrimination or participating in any Grievance Process within the School, with the Equal Employment Opportunity Commission, and/or other human/civil rights agencies
  This Policy covers nondiscrimination in both employment and access to educational opportunities. Therefore, any member of the School's community whose acts deny, deprive, or limit the educational or employment access, benefits, and/or opportunities of any member of the School's community, guest, or visitor on the basis

of that person's actual or perceived protected characteristics listed above, is in violation of the School's Nondiscrimination Policy.

When brought to the attention of the School, any such discrimination will be promptly and fairly addressed and remedied by the School according to the appropriate Grievance Process.

### B. INCLUSION RELATED TO GENDER IDENTITY/EXPRESSION

The School strives to ensure that all individuals are safe, included, and respected in their working and learning environments, regardless of their gender identity or expression, including intersex, transgender, agender, and gender diverse Future Professionals and employees.

Discrimination on the basis of gender identity or expression is not tolerated by the School. If a member of the School community feels they have been subjected to discrimination under this Policy, they should follow the appropriate reporting/Formal Complaint process described above.

In upholding the principles of equity and inclusion, the School supports the full integration and healthy development of those who are transgender, transitioning, or gender diverse, and seeks to eliminate any stigma related to gender identity and expression.

The School is committed to fostering a climate where all identities are valued and create a more vibrant and diverse community. The purpose of this Policy is to have the School administratively address issues some Future Professionals and employees, including those identifying as intersex, transgender, agender, and gender diverse, may confront as they navigate systems originally designed around the assumption that gender is binary. As our society's understanding of gender evolves, so do the School's processes and policies.

Concepts like misgendering and deadnaming may not be familiar to all but understanding them is essential to the School's goal of being as welcoming and inclusive a community as possible.

Misgendering is the intentional or unintentional use of pronouns or identifiers that are different from those used by an individual. Unintentional misgendering is usually resolved with a simple apology if someone clarifies their pronouns for you. Intentional misgendering is inconsistent with the type of community we hold ourselves out to be. We all get to determine our own gender identity and expression, but we do not get to choose or negate someone else's.

Deadnaming, along with misgendering, can be very traumatic to a person who is transgender, transitioning, or gender diverse. Deadnaming means using someone's birth-assigned (cisgender) name, rather than the name they have chosen.

To a person who is transgender, transitioning, or gender diverse, their cisgender identity may be something that is in their past, dead, buried, and behind them. To then revive their deadname could trigger issues, traumas, and experiences of the past that the individual has moved past, or is moving past, and can interfere with their health and well-being.

Again, unintentional deadnaming can be addressed by a simple apology and an effort to use the person's chosen name. Intentional deadnaming could be a form of bullying, outing, or otherwise harassing an individual, and thus should be avoided.

This Policy should be interpreted consistent with the goals of maximizing the inclusion of intersex, transgender, transitioning, agender, and gender diverse Future Professionals and employees, including:

- Maintaining the privacy of all individuals consistent with law
- Ensuring all Future Professionals equal access to educational programming, activities, and facilities, including restrooms
- Ensuring all employees equal access to employment opportunities
- Providing professional development for employees and education for Future Professionals on topics related to gender inclusion
- Encouraging all future employees and employees to respect the pronoun usage and identities of all members of the School's community

The School has set forth its specific processes for implementing this Policy through the accompanying Title IX-related procedures.

## 14. DISABILITY DISCRIMINATION AND ACCOMMODATION POLICY

The School is committed to full compliance with the Americans with Disabilities Act of 1990 (ADA), as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibit discrimination against qualified persons with disabilities, as well as other federal, state, and local laws and regulations pertaining to individuals with disabilities.

Under the ADA and its amendments, a person has a disability if they have a physical or mental impairment that substantially limits a major life activity.

The ADA also protects individuals who have a record of a substantially limiting impairment or who are regarded as disabled by the School, regardless of whether they currently have a disability. A substantial impairment is one that significantly limits or restricts a major life activity such as hearing, seeing, speaking, breathing, performing manual tasks, walking, or caring for oneself.

Melissa Regan has been designated as School's ADA/504 Coordinator responsible for overseeing efforts to comply with these disability laws, including responding to grievances and conducting investigations of any allegation of noncompliance or discrimination based on disability.

Grievances related to disability status and/or accommodations will be addressed using the School's Policy and Procedures for Future Professionals with Disabilities. For details relating to disability accommodations in the School's Grievance Process.

### FUTURE PROFESSIONALS WITH DISABILITIES

The School is committed to providing qualified Future Professionals with disabilities with reasonable accommodations and support needed to ensure equal access to the School's academic programs, facilities, and activities. For more information refer to Policy and Procedures for Future Professionals with Disabilities.

## 15. DISCRIMINATORY HARASSMENT POLICY

Future Professionals and employees are entitled to an educational and employment environment that is free of discriminatory harassment. This Policy is not meant to inhibit or prohibit educational content or discussions inside or outside of the classroom that include germane, but controversial, or sensitive subject matters protected by academic freedom.

The sections below describe the specific forms of legally prohibited harassment that are also prohibited under the School's policy. When speech or conduct is protected by academic freedom, it will not be considered a violation of School policy, though supportive measures will be offered to those impacted. All offense definitions encompass actual and/or attempted offenses

A. **Discriminatory Harassment**
   Discriminatory harassment—defined as unwelcome conduct by any member or group of the community on the basis of actual or perceived characteristic protected by policy or law—is a form of prohibited discrimination under School Policy.
   The School does not tolerate discriminatory harassment of any employee, Future Professional, customer or service guest, third party, vendor, or anyone else who does business with the School. The School will act to remedy all forms of harassment when reported, whether or not the harassment rises to the level of creating a "hostile environment." A hostile environment is one that unreasonably interferes with, limits, or effectively denies an individual's educational or employment access, benefits, or opportunities.[6] This discriminatory effect results from harassing verbal, written, graphic, and/or physical conduct that is severe or pervasive and objectively offensive.
   When discriminatory harassment rises to the level of creating a hostile environment, the School may also impose sanctions on the Respondent through application of the appropriate Grievance Process.

The School reserves the right to address offensive conduct and/or harassment that (1) does not rise to the level of creating a hostile environment, or (2) that is of a generic nature and not based on a protected characteristic. Addressing such conduct will not result in the imposition of discipline under School policy, but may be addressed through respectful conversation, remedial actions, education, effective Alternative Resolution, and/or other Informal Resolution mechanisms.

For assistance with Alternative Resolution and other Informal Resolution techniques and approaches, employees and Future Professionals should contact the Director or Managing Owner.

B. **Sexual Harassment**

The Department of Education's Office for Civil Rights (OCR), the Equal Employment Opportunity Commission (EEOC), and the State/Commonwealth/District of South Dakota regard sexual harassment, a specific form of discriminatory harassment, as an unlawful discriminatory practice.

The School has adopted the following definition of sexual harassment in order to address the unique environment of an academic community.

Acts of sexual harassment may be committed by any person upon any other person, regardless of the sex, sexual orientation, and/or gender identity of those involved.

Sexual Harassment, as an umbrella category, includes the offenses of sexual harassment, sexual assault, domestic violence, dating violence, and stalking, and is defined as:

Conduct on the basis of sex[7], or that is sexual in nature, that satisfies one or more of the following:

- **Quid Pro Quo:**
  - an employee of the School,
  - conditions[8] the provision of an aid, benefit, or service of the School,
  - on an individual's participation in unwelcome sexual conduct.
- **Sexual Harassment:**
  - unwelcome conduct,
  - determined by a reasonable person,
  - to be so severe, and
  - pervasive, and,
  - objectively offensive,
  - that it effectively denies a Complainant equal access to the School's education program or activity[9].
- **Sexual Assault, defined as:**
  i. Any sexual act[10] directed against a Complainant[11],
    - without their consent, or
    - instances in which the Complainant is incapable of giving consent.

  ii. Incest:
    - Non-forcible sexual intercourse,
    - between persons who are related to each other,
    - within the degrees wherein marriage is prohibited by South Dakota law.

  iii. Statutory Rape:
    - Non-forcible sexual intercourse,
    - with a person who is under the statutory age of consent of 16 years.
- **Dating Violence, defined as:**
  i. violence,
  ii. on the basis of sex,
  iii. committed by a person,
  iv. who is in or has been in a social relationship of a romantic or intimate nature with the Complainant.
    1. The existence of such a relationship shall be determined based on the Complainant's statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. For the purposes of

this definition—

- Dating violence includes, but is not limited to, sexual abuse, physical abuse, or economic abuse[12] or the threat of such abuse.
- Dating violence does not include acts covered under the definition of domestic violence.

- **Domestic Violence**,[13] defined as:
  i. felony or misdemeanor crimes,
  ii. including the use or attempted use of physical or sexual abuse, or
  iii. a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a Complainant,
  iv. including verbal abuse, psychological abuse, economic abuse, or technological abuse that may or may not constitute criminal behavior,
  v. on the basis of sex,
  vi. committed by a current or former spouse or intimate partner of the Complainant,
  vii. by a person with whom the Complainant shares a child in common, or
  viii. by a person who is cohabitating with, or has cohabitated with, the Complainant as a spouse or intimate partner, or
  ix. by a person similarly situated to a spouse of the Complainant under the domestic or family violence laws of South Dakota, or
  x. by any other person against an adult or youth Complainant who is protected from that person's acts under the domestic or family violence laws of South Dakota.
- **Stalking,** defined as:
  i. engaging in a course of conduct,
  ii. on the basis of sex,
  iii. directed at the Complainant, that
    - would cause a reasonable person to fear for the person's safety, or
    - the safety of others; or
    - suffer substantial emotional distress.
- **Technological Abuse,** defined as:
  i. an act or pattern of behavior that occurs within
  ii. domestic violence, sexual assault, dating violence, or stalking,
  iii. that is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor,
  iv. another person
  v. that occurs using any form of technology[14],
  vi. except as otherwise permitted by law.

  For the purposes of this definition:
  - Course of conduct means two or more acts, including but not limited to, acts in which the Respondent directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property.
  - Reasonable person means a reasonable person under similar circumstances and with similar identities to the Complainant.
  - Substantial emotional distress means significant mental suffering or anguish that may but does not necessarily require medical or other professional treatment or counseling.

  The School reserves the right to impose any level of sanction, ranging from a reprimand up to and including suspension or expulsion/termination, for any offense under this Policy. The most serious offenses are likely to result in suspension/expulsion/termination.

C. **Unethical Relationships Policy**

There are inherent risks in any romantic or sexual relationship between individuals in unequal positions (such as supervisor and employee). In reality, these relationships may be less consensual than perceived by the individual whose position confers power or authority. Similarly, the relationship also may be viewed in different ways by each of the parties, particularly in retrospect. Circumstances may change, and conduct that was once welcome may, at some point in the relationship, become unwelcome.

Even when both parties have initially consented to romantic or sexual involvement, the possibility of a later allegation of a relevant policy violation still exists. The School does not wish to interfere with private choices regarding personal relationships when these relationships do not interfere with the goals and policies of the School. However, for the personal protection of members of this community, relationships in which power differentials are inherent (e.g., supervisor/employee) are generally discouraged. Employee relationships with Future Professionals are prohibited.

Consensual romantic or sexual relationships in which one party maintains a direct supervisory or otherwise evaluative role over the other party are inherently problematic. Therefore, persons with direct supervisory or otherwise evaluative responsibilities who are involved in such relationships must bring these relationships to the timely attention of the Title IX Coordinator. The existence of this type of relationship will likely result in removing the supervisory or evaluative responsibilities from the employee or shifting a party from being supervised or evaluated by someone with whom they have established a consensual relationship. When an affected relationship existed prior to adoption of this Policy, the duty to notify the appropriate supervisor still pertains.

Failure to timely self-report such relationships to the Title IX Coordinator as required can result in disciplinary action for an employee. Engaging in a consensual relationship with a Future Professional can result in disciplinary action for an employee. The Title IX Coordinator will determine whether to refer violations of this provision to human resources for resolution, or to pursue resolution under this Policy, based on the circumstances of the allegation.

D. **Force, Coercion, Consent, and Incapacitation**[15]

As used in the offenses above, the following definitions and understandings apply:

**Force:** Force is the use of physical violence and/or physical imposition to gain sexual access. Force also includes threats, intimidation (implied threats), and coercion that is intended to overcome resistance or produce consent (e.g., “Have sex with me or I’ll hit you,” which elicits the response, “Okay, don’t hit me. I’ll do what you want.”).

Sexual activity that is forced is, by definition, non-consensual, but non-consensual sexual activity is not necessarily forced. Silence or the absence of resistance alone is not consent. Consent is not demonstrated by the absence of resistance. While resistance is not required or necessary, it is a clear demonstration of non-consent.

**Coercion:** Coercion is unreasonable pressure for sexual activity. Coercive conduct differs from seductive conduct based on factors such as the type and/or extent of the pressure used to obtain consent. When someone makes clear that they do not want to engage in certain sexual activity, that they want to stop, or that they do not want to go past a certain point of sexual interaction, continued pressure beyond that point can be coercive.

**Consent** is:

- knowing, and
- voluntary, and
- clear permission
- by word or action
- to engage in sexual activity.

  Individuals may perceive and experience the same interaction in different ways. Therefore, it is the responsibility of each party to determine that the other has consented before engaging in the activity.

If consent is not clearly provided prior to engaging in the activity, consent may be ratified by word or action at some point during the interaction or thereafter, but clear communication from the outset is strongly encouraged.

For consent to be valid, there must be a clear expression in words or actions that the other individual consented to that specific sexual conduct. Reasonable reciprocation can be implied consent. For example, if someone kisses you, you can kiss them back (if you want to) without the need to explicitly obtain their consent to being kissed back.

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

Consent to some sexual contact (such as kissing or fondling) cannot be presumed to be consent for other sexual activity (such as intercourse). A current or previous intimate relationship is not sufficient to constitute consent. If an individual expresses conditions on their willingness to consent (e.g., use of a condom) or limitations on the scope of their consent, those conditions and limitations must be respected.

Proof of consent or non-consent is not a burden placed on either party involved in a complaint. Instead, the burden remains on the School to determine whether its policy has been violated. The existence of consent is based on the totality of the circumstances evaluated from the perspective of a reasonable person in the same or similar circumstances, including the context in which the alleged misconduct occurred and any similar and previous patterns that may be evidenced.

Consent in relationships must also be considered in context. When parties consent to BDSM[16] or other forms of kink, non-consent may be shown by the use of a safe word. Resistance, force, violence, or even saying "no" may be part of the kink and thus consensual, thus the School's evaluation of communication in kink situations should be guided by reasonableness, rather than strict adherence to policy that assumes non-kink relationships as a default.

**Incapacitation:** A person cannot consent if they are unable to understand what is happening or are disoriented, helpless, asleep, or unconscious for any reason, including due to alcohol or other drug consumption. As stated above, a Respondent violates this Policy if they engage in sexual activity with someone who is incapable of giving consent.

It is a defense to a sexual assault policy violation that the Respondent neither knew nor should have known the Complainant to be physically or mentally incapacitated. "Should have known" is an objective, reasonable person standard that assumes that a reasonable person is both sober and exercising sound judgment.

Incapacitation occurs when someone cannot make rational, reasonable decisions because they lack the capacity to give knowing/informed consent (e.g., to understand the "who, what, when, where, why, and how" of their sexual interaction).

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

This Policy also covers a person whose incapacity results from a temporary or permanent physical or mental health condition, involuntary physical restraint, and/or the consumption of incapacitating substances.

E. **Other Civil Rights Offenses**

In addition to the forms of sexual harassment described above, which are covered by Title IX, the School additionally prohibits the following offenses as forms of discrimination that may be within or outside of Title IX when the act is based upon the Complainant's actual or perceived protected characteristic.

- **Sexual Exploitation**, defined as:
    i. an individual taking non-consensual or abusive sexual advantage of another
    ii. for their own benefit or for the benefit of anyone other than the person being exploited, and
    iii. that conduct does not otherwise constitute sexual harassment under this Policy.

Examples of sexual exploitation include, but are not limited to:

- Sexual voyeurism (such as observing or allowing others to observe a person undressing or using the
- bathroom or engaging in sexual acts, without the consent of the person being observed)
- Invasion of sexual privacy (e.g., doxxing)
- Knowingly making an unwelcome disclosure of (or threatening to disclose) an individual's sexual orientation, gender identity, or gender expression
- Taking pictures, video, or audio recording of another in a sexual act, or in any other sexually related activity when there is a reasonable expectation of privacy during the activity, without the consent of all involved in the activity; or exceeding the boundaries of consent (such as allowing another person to hide in a closet and observe sexual activity; or disseminating sexual pictures without the photographed person's consent), including the making or posting of non-consensual pornography
- Prostituting another person
- Engaging in sexual activity with another person while knowingly infected with human immunodeficiency virus (HIV) or a sexually transmitted disease (STD) or infection (STI), without informing the other person of the virus, disease, or infection
- Causing or attempting to cause the incapacitation of another person (through alcohol, drugs, or any other means) for the purpose of compromising that person's ability to give consent to sexual activity, or for the purpose of making that person vulnerable to non-consensual sexual activity
- Misappropriation of another person's identity on apps, websites, or other venues designed for dating or sexual connections (e.g., spoofing)
- Forcing a person to take an action against that person's will by threatening to show, post, or share information, video, audio, or an image that depicts the person's nudity or sexual activity
- Knowingly soliciting a minor for sexual activity
- Engaging in sex trafficking
- Knowingly creating, possessing, or disseminating child pornography

- **Harm/Endangerment**, defined as:
  i. threatening or causing physical harm;
  ii. extreme verbal, emotional, or psychological abuse; or
  iii. other conduct which threatens or endangers the health or safety of any person or damages their property.
- **Discrimination**, defined as:
  i. actions that deprive, limit, or deny
  ii. other members of the community
  iii. of educational or employment access, benefits, or opportunities,
  iv. including disparate treatment.
- **Intimidation**, defined as:
  i. implied threats or
  ii. acts that cause the Complainant reasonable fear of harm.
- **Bullying**[17], defined as:
  i. repeated and/or severe aggressive behavior
  ii. that is likely to intimidate or intentionally hurt, control, or physically or mentally diminish the Complainant

  Violation of any other School policies may constitute a Civil Rights Offense when a violation is motivated by actual or perceived protected characteristic(s), and the result is a discriminatory limitation or denial of employment or educational access, benefits, or opportunities.

  Sanctions for the above-listed Civil Rights Offenses range from coaching through termination.

## 16. RETALIATION

Protected activity under this Policy includes reporting alleged misconduct that may implicate this Policy, participating in the Grievance Process, supporting a Complainant or Respondent, assisting in providing information relevant to an investigation, and/or acting in good faith to oppose conduct that constitutes a violation of this Policy.

Acts of alleged retaliation should be reported immediately to the Title IX Coordinator and will be promptly investigated. The School will take all appropriate and available steps to protect individuals who fear that they may be subjected to retaliation.

The School and any member of the School's community are prohibited from taking or attempting to take materially adverse action by intimidating, threatening, coercing, harassing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by law or policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this Policy and procedures.

Filing a complaint under the Administrative Grievance Procedure could be considered retaliatory if those allegations could be subject to the Title IX Grievance Procedure, when the Administrative Grievance Procedure allegations are made for the purpose of interfering with or circumventing any right or privilege afforded within the Title IX Grievance Procedure that is not provided by the Administrative Grievance Procedure. Therefore, the School carefully vets all complaints to ensure this does not happen, and to ensure that complaints are routed to the appropriate process.

The exercise of rights protected under the First Amendment does not constitute retaliation.

Pursuing a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this Policy and procedures does not constitute retaliation, provided that the determination of responsibility, by itself, is not sufficient to conclude that any party has made a materially false statement in bad faith.

## 17. MANDATED REPORTING

Specific School employees have been designated as Mandated Reporters and are required to report actual or suspected discrimination, harassment, and/or retaliation to appropriate officials immediately. This requirement applies to instances involving Future Professionals and colleagues.

If a Complainant expects formal action in response to their allegations, reporting to any Mandated Reporter can connect them with resources to report alleged crimes and/or policy violations, and these employees will immediately pass reports to the Title IX Coordinator (and/or police, if desired by the Complainant or required by law), who will act when an incident is reported to them.

The following sections describe the School's reporting options for a Complainant or third party (including parents/guardians when appropriate):

### A. CONFIDENTIAL RESOURCES

If a Complainant would like the details of an incident to be kept confidential, the Complainant may speak with:

Community-based resources (not affiliated with the School):

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

  The above-listed individuals will maintain confidentiality when acting under the scope of their licensure, professional ethics, professional credentials, or official designation, except in extreme cases of immediacy of threat or danger or abuse of a minor/elder/individual with a disability, or when required to disclose by law or court order.

## B. MANDATED REPORTERS AND FORMAL NOTICE/COMPLAINTS

Specific School employees are Mandated Reporters and must promptly share with the Title IX Coordinator all known details of a report made to them in the course of their employment. These employees include the Financial Aid Leader, the Admissions Leader, and the Future Professional Advisor.

Mandated Reporters must also promptly share all details of behaviors under this Policy that they observe or have knowledge of, even if not reported to them by a Complainant or third party.

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

Generally, disclosures in climate surveys, admissions essays, or at events such as “Take Back the Night” marches or speak-outs do not provide notice that must be reported to the Title IX Coordinator by employees, unless the Complainant clearly indicates that they desire a report to be made or to seek a specific response from the School.

Supportive measures may be offered as the result of such disclosures without formal School action.

Failure of a Mandated Reporter, as described above in this section, to report an incident of harassment, discrimination, or retaliation of which they become aware is a violation of School policy and can be subject to disciplinary action for failure to comply/failure to report.

Though this may seem obvious, when a Mandated Reporter is engaged in harassment or other violations of this Policy, they still have a duty to report their own misconduct, though the School is technically not on notice simply because a harasser is also a Mandated Reporter unless the harasser does in fact report themselves.

Finally, it is important to clarify that a Mandated Reporter who is a target themself of harassment or other misconduct under this Policy is not required to report their own experience, though they are, of course, encouraged to do so.

## 18. WHEN A COMPLAINANT DOES NOT WISH TO PROCEED

If a Complainant does not wish for their name to be shared, does not wish for an investigation to take place, and/or does not want a Formal Complaint to be pursued, they may make such a request to the Title IX Coordinator, who will evaluate that request in light of the duty to ensure the safety of the institution and to comply with state or federal law.

The Title IX Coordinator has ultimate discretion over whether the School proceeds when the Complainant does not wish to do so, and the Title IX Coordinator may sign a Formal Complaint to initiate a Grievance Process, usually upon completion of an appropriate violence risk assessment.

The Title IX Coordinator’s decision should be based on results of the violence risk assessment that show a compelling risk to health and/or safety that requires the School to pursue formal action to protect the community.

A compelling risk to health and/or safety may result from evidence of patterns of misconduct, predatory conduct, threats, abuse of minors, use of weapons, and/or violence. The School may be compelled to act on alleged employee misconduct irrespective of a Complainant’s wishes.

The Title IX Coordinator must also consider the effect that non-participation by the Complainant may have on the availability of evidence and the School’s ability to pursue a Formal Grievance Process fairly and effectively. When the Title IX Coordinator executes the written complaint, they do not become the Complainant. The Complainant is the individual who is alleged to be the victim of conduct that could constitute a violation of this Policy.

When the School proceeds, the Complainant (and/or their Advisor) may have as much or as little involvement in the process as they wish. The Complainant retains all rights of a Complainant under this Policy irrespective of their level of participation. Typically, when the Complainant chooses not to participate, the Advisor may be appointed as proxy for the Complainant throughout the process, acting to ensure and protect the rights of the Complainant, though this does not extend to the provision of evidence or testimony.

Note that the School’s ability to remedy and respond to notice may be limited if the Complainant does not want the School to proceed with an investigation and/or Grievance Process. The goal is to provide the Complainant with as much control over the process as possible, while balancing the School’s obligation to protect its community.

In cases in which the Complainant requests confidentiality/no formal action and the circumstances allow the School to honor that request, the School may offer Informal Resolution options, supportive measures, and remedies to the Complainant and the community, but will not otherwise pursue formal action.

If the Complainant elects to take no action, they can change that decision if they decide to pursue a Formal Complaint at a later date. Upon making a Formal Complaint, a Complainant has the right, and can expect, to have allegations taken seriously by the School and to have the incidents investigated and properly resolved through these procedures. Please consider that delays may cause limitations on access to evidence, or present issues with respect to the status of the parties.

### 19. FEDERAL TIMELY WARNING OBLIGATIONS

The School must issue timely warnings for reported incidents that pose a serious or continuing threat of bodily harm or danger to members of the School's community.

The School will ensure that a Complainant's name and other identifying information is not disclosed, while still providing enough information for community members to make safety decisions in light of the potential danger.

### 20. FEDERAL STATISTICAL REPORTING OBLIGATIONS

Certain institutional officials—those deemed Campus Security Authorities—have a duty to report the following for federal statistical reporting purposes (Clery Act):

- All "primary crimes," which include criminal homicide, rape, fondling, incest, statutory rape, robbery, aggravated assault, burglary, motor vehicle theft, and arson
- Hate crimes, which include any bias-motivated primary crime as well as any bias-motivated larceny or theft, simple assault, intimidation, or destruction/damage/vandalism of property
- VAWA-based crimes,[18] which include sexual assault, domestic violence, dating violence, and stalking
- Arrests and referrals for disciplinary action for weapons-related law violations, liquor-related law violations, and drug law violations.

All personally identifiable information is kept private, but statistical information must be shared with the Director regarding the type of incident and its general location (on or off campus or in the surrounding area, but no addresses are given) for publication in the Annual Security Report and daily campus crime log. Campus Security Authorities include the Financial Aid Leader, the Admissions Leader, the Future Professional Advisor, and the local police.

### 21. FALSE ALLEGATIONS AND EVIDENCE

Deliberately false and/or malicious accusations under this Policy are a serious offense and will be subject to appropriate disciplinary action. This does not include allegations that are made in good faith but are ultimately shown to be erroneous or do not result in a policy violation determination.

Additionally, witnesses and parties knowingly providing false evidence, tampering with or destroying evidence, or deliberately misleading an official conducting an investigation, hearing, or Informal Resolution can be subject to discipline under appropriate School policies.

### 22. AMNESTY

The School encourages the reporting of misconduct and crimes by Complainants and witnesses. Sometimes, Complainants or witnesses are hesitant to report to School officials or participate in grievance processes because they fear that they themselves may be in violation of certain policies, such as underage drinking or use of illicit drugs at the time of the incident. Respondents may hesitate to be forthcoming during the process for the same reasons.

It is in the best interests of the School community that Complainants choose to report misconduct to School officials, that witnesses come forward to share what they know, and that all parties be forthcoming during the process.

To encourage reporting and participation in the process, the School maintains a policy of offering parties and witnesses amnesty from minor policy violations—such as underage consumption of alcohol or the use of illicit drugs—related to the incident.

Amnesty does not apply to more serious allegations such as physical abuse of another or illicit drug distribution. The decision not to offer amnesty to a Respondent is based on neither sex nor gender, but on the fact that collateral misconduct is typically addressed for all Future Professionals within a progressive discipline system, and the rationale for amnesty—the incentive to report serious misconduct—is rarely applicable to Respondent with respect to a Complainant.

### A. FUTURE PROFESSIONALS

Sometimes, Future Professionals are hesitant to assist others for fear that they may get in trouble themselves (for example, an underage Future Professional who has been drinking or using marijuana might hesitate to help take an individual who has experienced sexual assault to the School).

The School maintains a policy of amnesty for Future Professionals who offer help to others in need. Although policy violations cannot be overlooked, the School may provide purely educational options with no official disciplinary finding, rather than punitive sanctions, to those who offer their assistance to others in need.

### B. EMPLOYEES

Sometimes, employees are hesitant to report harassment, discrimination, or retaliation they have experienced for fear that they may get in trouble themselves. For example, an employee who has violated the unethical relationship policy and is then assaulted in the course of that relationship might hesitate to report the incident to School officials.

The School may, at its discretion, offer employee Complainants amnesty from such policy violations (typically more minor policy violations) related to the incident. Amnesty may also be granted to Respondents and witnesses on a case-by-case basis.

## 23. PRESERVATION OF EVIDENCE

The preservation of evidence in incidents of sexual assault and stalking is critical to potential criminal prosecution and to obtaining restraining/protective orders and is particularly time sensitive. The School will inform the Complainant of the importance of preserving evidence by taking actions such as the following:

### SEXUAL ASSAULT

- Seek forensic medical assistance at the Monument Hospital, ideally within 120 hours of the incident (sooner is better).
- Avoid urinating, showering, bathing, washing hands or face, or douching, if possible, but evidence may still be collected even if you do.
- If oral sexual contact took place, refrain from smoking, eating, drinking, or brushing teeth.
- If clothes are changed, place soiled clothes in a paper bag (plastic destroys evidence) or secure evidence container.
- Seeking medical treatment can be essential even if it is not for the purposes of collecting forensic evidence.

### STALKING

- Evidence in the form of text and voice messages will be lost in most cases if the Complainant changes their phone number.
    - Make a secondary recording of any voice messages and/or save the audio files to a cloud server.
    - Take screenshots and/or a video recording of any text messages or other electronic messages (e.g., Instagram, Snapchat, Facebook).
- Save copies of email and social media correspondence, including notifications related to account access alerts.
- Take timestamped photographs of any physical evidence including notes, gifts, etc., in place when possible.

- Save copies of any messages, to include those showing any request for no further contact.
- Obtain copies of call logs showing the specific phone number being used rather than a saved contact name if possible.

During the initial meeting between the Complainant and the Title IX Coordinator, the importance of taking these actions will be discussed, if timely.

**GRIEVANCE PROCESS FOR ALLEGED VIOLATIONS OF THE EQUAL OPPORTUNITY, HARASSMENT, AND NONDISCRIMINATION POLICY (KNOWN AS THE TITLE IX GRIEVANCE PROCEDURE)**

1. OVERVIEW

The School will act on any formal notice/complaint of violation of the Equal Opportunity, Harassment, and Nondiscrimination Policy ("the Policy") that is received by the Title IX Coordinator[19] or any other Official with Authority by applying these procedures, known as "the Title IX Grievance Procedure."

The procedures below apply only to qualifying allegations of sexual harassment (including sexual assault, dating violence, domestic violence, and stalking, as defined in the Policy) involving Future Professionals and employees.

If other Policy definitions are invoked, such as protected characteristic harassment or discrimination as defined above, please see Appendix C for a description of the procedures applicable to the resolution of such offenses, known as the Administrative Grievance Procedure.[20]

The Administrative Grievance Procedure can also apply to sexual harassment (including sexual assault, dating violence, domestic violence, and stalking, as defined above) when jurisdiction does not fall within the Title IX Grievance Procedure, as determined by the Title IX Coordinator.

The procedures below may be used to address alleged collateral misconduct by the Respondent arising from the investigation of or occurring in conjunction with reported misconduct (e.g., vandalism, physical abuse of another), when alleged violations of the Policy are being addressed at the same time. In such cases, the Title IX Coordinator may consult with the institution officials who typically oversee such conduct (e.g., human resources, Future Professional Advisor, Education Leaders, etc.) to provide input as needed. All other allegations of misconduct unrelated to incidents covered by the Policy will be addressed through procedures described in the School catalog, and staff handbooks.

2. NOTICE/COMPLAINT

Upon receipt of a Formal Complaint or notice of an alleged policy violation by the Title IX Coordinator, the Title IX Coordinator initiates a prompt initial assessment to determine the next steps the School needs to take. The Title IX Coordinator will contact the Complainant to offer supportive measures and determine whether the Complainant wishes to file a Formal Complaint.

The Title IX Coordinator will then initiate at least one of three responses:

- Offering supportive measures because the Complainant does not want to file a Formal Complaint
- An Informal Resolution (upon submission of a Formal Complaint)
- A Formal Grievance Process including an investigation and a hearing (upon submission of a Formal Complaint)

The School uses a Formal Grievance Process as described below to determine whether the Policy has been violated. If so, the School will promptly implement effective remedies designed to ensure that it is not deliberately indifferent to harassment or discrimination, their potential recurrence, and/or their effects.

### 3. INITIAL ASSESSMENT

Following receipt of notice or a Formal Complaint of an alleged violation of this Policy, the Title IX Coordinator[21] engages in an initial assessment, typically within five (5) business days. The steps in an initial assessment can include:

- The Title IX Coordinator seeks to determine whether the person impacted wishes to make a Formal Complaint, and will assist the person to do so, if desired.
    - If the person does not wish to do so, the Title IX Coordinator determines whether to initiate a complaint themself because a violence risk assessment indicates a compelling threat to health and/or safety.
- If a Formal Complaint is received, the Title IX Coordinator assesses its sufficiency and works with the Complainant to make sure it is correctly completed.
- The Title IX Coordinator reaches out to the Complainant to offer supportive measures.
- The Title IX Coordinator works with the Complainant to ensure they are aware of the right to have an Advisor.
- The Title IX Coordinator works with the Complainant to determine whether the Complainant prefers a supportive and remedial response, an Informal Resolution option, or a formal investigation and Grievance Process.
    - If a supportive and remedial response is preferred, the Title IX Coordinator works with the Complainant to identify their needs and determine appropriate supports, and implements accordingly. No Formal Grievance Process is initiated, though the Complainant can elect to initiate one later, if desired.
    - If an Informal Resolution option is preferred, the Title IX Coordinator assesses whether the complaint is suitable for Informal Resolution[22], which informal mechanism may serve the situation best or is available, and may seek to determine whether the Respondent is also willing to engage in Informal Resolution.
    - If a Formal Grievance Process is preferred by the Complainant, the Title IX Coordinator determines whether the alleged misconduct falls within the scope of the 2020 Title IX regulations:
        - If it does, the Title IX Coordinator will initiate the formal investigation and Grievance Process, directing the investigation to address, based on the nature of the complaint:
            - an incident, and/or
            - a pattern of alleged misconduct, and/or
            - a culture/climate issue
        - If alleged misconduct does not fall within the scope of the Title IX regulations, the Title IX Coordinator determines that the regulations do not apply (and will "dismiss" that aspect of the complaint, if any), assesses which policies may apply, determines which Grievance Process is applicable, and refers the matter accordingly, including referring the matter for resolution under the Administrative Grievance Procedure, if applicable. Please note that dismissing a complaint under the 2020 Title IX regulations is solely a procedural requirement under Title IX, which does not limit the School's authority to address a complaint with an appropriate process and remedies.

### A. VIOLENCE RISK ASSESSMENT

In some cases, the Title IX Coordinator may determine that a Violence Risk Assessment (VRA) should be conducted in conjunction with relevant School employees as part of the initial assessment. A VRA can aid in ten critical and/or required determinations, including:

- Emergency removal of a Respondent on the basis of immediate threat to an individual or the community's physical health/safety
- Whether the Title IX Coordinator should pursue/sign a Formal Complaint absent a willing/able Complainant
- Whether the scope of the investigation should include an incident, and/or pattern of misconduct, and/or climate of hostility/harassment
- To help identify potential predatory conduct
- To help assess/identify grooming behaviors
- Whether it is reasonable to try to resolve a complaint through Informal Resolution, and if so, what approach may be most successful

- Whether to permit a voluntary withdrawal by the Respondent
- Whether to communicate with a transfer school about a Respondent
- Assessment of appropriate sanctions/remedies (to be applied post-hearing)
- Whether a Clery Act Timely Warning/trespass order/persona non grata is needed
  Threat assessment is the process of evaluating the actionability of violence by an individual against another person or group following the issuance of a direct or conditional threat. A VRA is a broader term used to assess any potential violence or danger, regardless of the presence of a vague, conditional, or direct threat.
  A VRA is not an evaluation for an involuntary behavioral health hospitalization (e.g., Section XII in Massachusetts, Baker Act in Florida), nor is it a psychological or mental health assessment. A VRA assesses the risk of actionable violence, often with a focus on targeted/predatory escalations, and is supported by research from the fields of law enforcement, criminology, human resources, and psychology.

### B. DISMISSAL (MANDATORY AND DISCRETIONARY)[23]

The School must dismiss a Formal Complaint or any allegations therein if at any time during the investigation or hearing it is determined that:

- The conduct alleged in the Formal Complaint would not constitute sexual harassment as defined above, even if proved
- The conduct did not occur in an educational program or activity controlled by the School, and/or the School does not have control of the Respondent
- The conduct did not occur against a person in the United States
- At the time of filing a Formal Complaint, a Complainant is not participating in or attempting to participate in the School's education program or activity[24]
  The School may dismiss a Formal Complaint or any allegations therein if at any time during the investigation or hearing:
  - A Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the Formal Complaint or any allegations therein
  - The Respondent is no longer enrolled in or employed by the School
  - Specific circumstances prevent the School from gathering evidence sufficient to reach a determination as to the Formal Complaint or allegations therein
    A Complainant who decides to withdraw a complaint may later request to reinstate it or refile it.
    Upon any dismissal, the School will promptly send written notice of the dismissal and the rationale for doing so simultaneously to the parties.
    This dismissal decision is appealable by any party under the procedures for appeal (See Section 37).

### 4. COUNTERCLAIMS

The School is obligated to ensure that the Grievance Process is not abused for retaliatory purposes, thus counterclaims made with retaliatory intent will not be permitted. The School permits the filing of counterclaims but uses an initial assessment, described above, to assess whether the allegations in the counterclaim are made in good faith.

Counterclaims determined to have been reported in good faith will be processed using the Grievance Process below. Investigation of such claims may take place after resolution of the underlying initial complaint, in which case a delay may occur.

Counterclaims may also be resolved through the same investigation as the underlying complaint at the discretion of the Title IX Coordinator. When counterclaims are not made in good faith, they will be considered retaliatory and may constitute a violation of this Policy.

## 5. RIGHT TO AN ADVISOR

The parties may each have an Advisor of their choice present with them for all meetings, interviews, and hearings within the Grievance Process, if they so choose. The parties may select whoever they wish to serve as their Advisor as long as the Advisor is eligible and available.[25]

Choosing an Advisor who is also a witness in the process creates potential for bias and conflict of interest. A party who chooses an Advisor who is also a witness can anticipate that issues of potential bias will be explored by the hearing Decision-Maker.

### A. WHO CAN SERVE AS AN ADVISOR

The Advisor may be a friend, mentor, family member, attorney, or any other individual a party chooses to advise, support, and/or consult with them throughout the Grievance Process. The parties may choose Advisors from inside or outside of the School community.

The Title IX Coordinator will also offer to assign a trained Advisor to any party if the party so chooses. If the parties choose a School-assigned Advisor, the Advisor will have been trained by the School and be familiar with the School's Grievance Procedure.

If the parties choose an Advisor not assigned by the School, the Advisor may not have been trained by the School and may not be familiar with School policies and procedures.

Parties also have the right to choose not to have an Advisor in the initial stages of the Grievance Process, prior to a hearing.

### B. ADVISOR'S ROLE IN MEETINGS AND INTERVIEWS

The parties may be accompanied by their Advisor in all meetings and interviews at which the party is entitled to be present, including intake and interviews. Advisors should help the parties prepare for each meeting and are expected to advise ethically, with integrity, and in good faith.

The School cannot guarantee equal Advisory rights, meaning that if one party selects an Advisor who is an attorney, but the other party does not or cannot afford an attorney, the School is not obligated to provide an attorney.

Where applicable under state law or School policy, Advisors or attorneys are permitted to fully represent their advisees or clients in resolution proceedings, including all meetings, interviews, and hearings.

Although the School prefers to hear from parties directly, in these cases, parties are entitled to have evidence provided by their chosen representatives.

### C. ADVISORS IN HEARINGS/SCHOOL-APPOINTED ADVISOR

Under the Title IX regulations, a form of indirect questioning is required during the hearing but must be conducted by the parties' Advisors. The parties are not permitted to directly question each other or any witnesses. If a party does not have an Advisor for a hearing, the School will appoint a trained Advisor for the limited purpose of conducting any questioning of the parties and witnesses.

### D. PRE-INTERVIEW MEETINGS

Advisors and their advisees may request to meet with the Investigator conducting interviews/meetings in advance of these interviews or meetings. This pre-meeting allows Advisors to clarify and understand their role and the School's policies and procedures.

### E. ADVISOR VIOLATIONS OF SCHOOL POLICY

All Advisors are subject to the same School policies and procedures, whether they are attorneys or not, and whether they are selected by a party or assigned by the School. Advisors are expected to advise their advisees[26] without disrupting proceedings. Advisors should not address School officials or Investigators in a meeting or interview

unless invited to do so (e.g., asking procedural questions). The Advisor may not make a presentation or represent their advisee during any meeting or proceeding and may not speak on behalf of the advisee to the Investigator or other Decision-Maker except during a hearing proceeding during questioning.

The parties are expected to ask and respond to questions on their own behalf throughout the investigation phase of the Grievance Process. Although the Advisor generally may not speak on behalf of their advisee, the Advisor may consult with their advisee, either privately as needed, or by conferring or passing notes during any Grievance Process meeting or interview. For longer or more involved discussions, the parties and their Advisors should ask for breaks to allow for private consultation.

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

### F. SHARING INFORMATION WITH THE ADVISOR

The School expects that the parties may wish to have the School share documentation and evidence related to the allegations with their Advisors. The School provides a consent form that authorizes the School to share such information directly with a party's Advisor. The parties must either complete and submit this form to the Title IX Coordinator or provide similar documentation demonstrating consent to a release of information to the Advisor before the School is able to share records with an Advisor.

Advisors appointed by the institution will not be asked to disclose details of their interactions with their advisees to School officials or Decision-Makers.

### G. PRIVACY OF RECORDS SHARED WITH ADVISOR

Advisors are expected to maintain the privacy of the records shared with them. These records may not be shared with third parties, disclosed publicly, or used for purposes not explicitly authorized by the School. The School may restrict the role of any Advisor who does not respect the sensitive nature of the process or who fails to abide by the School's privacy expectations.

### H. EXPECTATIONS OF AN ADVISOR

The School generally expects an Advisor to adjust their schedule to allow them to attend School meetings/interviews/hearings when planned, but the School may change scheduled meetings/interviews/hearings to accommodate an Advisor's inability to attend, if doing so does not cause an unreasonable delay.

The School may also make reasonable provisions to allow an Advisor who cannot be present in person to attend a meeting/interview/hearing by telephone, video conferencing, or other similar technologies as may be convenient and available.

### I. EXPECTATIONS OF THE PARTIES WITH RESPECT TO ADVISORS

A party may elect to change Advisors during the process and is not obligated to use the same Advisor throughout. The parties are expected to inform the Investigator of the identity of their Advisor at least four (4) business days before the date of their first meeting with Investigators (or as soon as possible if a more expeditious meeting is necessary or desired).

The parties are expected to provide timely notice to the Title IX Coordinator if they change Advisors at any time. It is assumed that if a party changes Advisors, consent to share information with the previous Advisor is terminated, and a release for the new Advisor should be secured. Parties are expected to inform the Title IX Coordinator of the identity of their hearing Advisor at least four (4) business days before the hearing.

## J. ASSISTANCE IN SECURING AN ADVISOR[27]

For representation, Respondents may wish to contact organizations such as:

- Families Advocating for Campus Equality (http://www.facecampusequality.org)
- Stop Abusive and Violent Environments (http://www.saveservices.org)
  Complainants may wish to contact organizations such as:
- The Victim Rights Law Center (http://www.victimrights.org)
- The National Center for Victims of Crime (http://www.victimsofcrime.org), which maintains the Crime Victim's Bar Association
- The Time's Up Legal Defense Fund (https://nwlc.org/times-up-legal-defense-fund/)

## 6. GRIEVANCE PROCESSES

Resolution proceedings are private. All persons present at any time during the Grievance Process are expected to maintain the privacy of the proceedings in accordance with School policy.

Although there is an expectation of privacy around what Investigators share with parties during interviews, the parties have discretion to share their own knowledge and evidence with others if they so choose, except for information the parties agree not to disclose as part of an Informal Resolution. The School encourages parties to discuss any sharing of information with their Advisors before doing so.

The Formal Grievance Process is the School's primary resolution approach unless Informal Resolution is elected by all parties and the School.

A. **Informal Resolution**
   Three options for Informal Resolution are detailed in this section.
   - **Supportive Resolution.** When the Title IX Coordinator can resolve the matter informally by providing supportive measures (only) to remedy the situation
   - **Alternative Resolution.** When the parties agree to resolve the matter through an Alternative Resolution mechanism, including mediation, restorative practices, facilitated dialogue, etc., as described below, often before a formal investigation takes place (See Section B)
   - **Accepted Responsibility.** When the Respondent accepts responsibility for violating policy and desires to accept the recommended sanction(s) and end the Grievance Process (See Section C)
     To initiate Informal Resolution, a Complainant must submit a Formal Complaint, as defined above. A Respondent who wishes to initiate Informal Resolution should contact the Title IX Coordinator. The parties may agree, as a condition of engaging in Informal Resolution, that statements made, or evidence shared, during the Informal Resolution process will not be considered in the Formal Grievance Process unless all parties consent.
     It is not necessary to pursue Informal Resolution first in order to pursue a Formal Grievance Process, and any party participating in Informal Resolution can stop the process at any time and begin or resume the Formal Grievance Process. The parties may not enter into an agreement that requires the School to impose specific sanctions, though the parties can agree to certain restrictions or other courses of action. For example, the parties cannot require a Future Professional be terminated, but the parties can agree that the Respondent will temporarily or permanently withdraw. The only Informal Resolution process that can result in sanctions levied by the institution is "Accepted Responsibility." The Title IX Coordinator has discretion to determine whether an investigation will be paused or limited during Informal Resolution, or if it will continue during the Informal Resolution process.
     Prior to implementing Informal Resolution, the School will provide the parties with written notice of the reported misconduct and any sanctions (only in the case of Accepted Responsibility) or measures that may result from participating in such a process, including information regarding any records that will be maintained or shared by the School.

The School will obtain voluntary, written confirmation that all parties wish to resolve the matter through Informal Resolution before proceeding and will not pressure the parties to participate in Informal Resolution.

B. **Alternative Resolution Approaches**

Alternative Resolution is an informal approach, including mediation, restorative practices, facilitated dialogue, etc., by which the parties reach a mutually agreed-upon resolution of a complaint. All parties must consent to the use of an Alternative Resolution approach.

The Title IX Coordinator may consider the following factors to assess whether Alternative Resolution is appropriate, or which form of Alternative Resolution may be most successful for the parties:

- The parties' amenability to Alternative Resolution
- Likelihood of potential resolution, considering any power dynamics between the parties
- The nature and severity of the alleged misconduct
- The parties' motivation to participate
- Civility of the parties
- Results of a violence risk assessment/ongoing risk analysis
- Disciplinary history of the Respondent
- Whether an emergency removal is needed
- Skill of the Alternative Resolution facilitator with this type of complaint
- Complaint complexity
- Emotional investment/capability of the parties
- Rationality of the parties
- Goals of the parties
- Adequate resources to invest in Alternative Resolution (time, staff, etc.)

The ultimate determination of whether Alternative Resolution is available or successful is made by the Title IX Coordinator. The Title IX Coordinator is authorized to facilitate a resolution that is acceptable to all parties, and/or to accept a resolution that is proposed by the parties, usually through their Advisors, including terms of confidentiality, release, and non-disparagement.

The Title IX Coordinator maintains records of any resolution that is reached, and failure to abide by the resolution agreement may result in appropriate responsive/disciplinary actions (e.g., referral for formal resolution, referral to the conduct process for failure to comply). Results of complaints resolved by Alternative Resolution are not appealable.

C. **Respondent Accepts Responsibility for Alleged Violations**

The Respondent may accept responsibility for all or part of the alleged policy violations at any point during the Grievance Process. If the Respondent indicates an intent to accept responsibility for all of the alleged misconduct, the formal process will be paused, and the Title IX Coordinator will determine whether Informal Resolution can be used according to the criteria above.

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

This result is not subject to appeal once all parties indicate their written assent to all agreed-upon resolution terms. When the parties cannot agree on all terms of resolution, the Formal Grievance Process will resume at the same point where it was paused[28].

When a resolution is accomplished, the appropriate sanction(s) or responsive actions are promptly implemented to effectively stop the harassment or discrimination, prevent its recurrence, and remedy the effects of the discriminatory conduct, both on the Complainant and the community.

## 7. FORMAL GRIEVANCE PROCESS POOL

The Formal Grievance Process relies on a pool of individuals[29] ("the Pool") to carry out the process.

### A. POOL MEMBER ROLES

Members of the Pool are trained annually and can serve in the following roles at the discretion of the Title IX Coordinator:

- To provide appropriate intake of and initial guidance pertaining to complaints
- To act as an Advisor to the parties
- To serve in a facilitation role in Informal Resolution or Alternative Resolution if appropriately trained in appropriate resolution approaches
- e.g., mediation, restorative practices, facilitated dialogue)
- To perform or assist with initial assessment
- To investigate complaints
- To serve as a hearing facilitator (process administrator, no decision-making role)
- To serve as a Decision-Maker regarding the complaint
- To serve as an Appeal Decision-Maker
  The Title IX Coordinator appoints the Pool, which acts with independence and impartiality.

### B. POOL MEMBER TRAINING

Pool members receive annual training based on their respective roles. This training includes, but is not limited to:

- The scope of the School's Equal Opportunity, Harassment, and Nondiscrimination Policy and Procedures
- How to conduct investigations and hearings that protect the safety of Complainants and Respondents, and promote accountability
- Implicit bias
- Disparate treatment
- Reporting, confidentiality, and privacy requirements
- Applicable laws, regulations, and federal regulatory guidance
- How to implement appropriate and situation-specific remedies
- How to investigate in a thorough, reliable, timely, and impartial manner
- How to conduct a sexual harassment investigation
- Trauma-informed practices pertaining to investigations and Grievance Processes
- How to uphold fairness, equity, and due process
- How to weigh evidence
- How to conduct questioning
- How to assess credibility
- Impartiality and objectivity
- How to render findings and generate clear, concise, evidence-based rationales
- The definitions of all offenses
- How to apply definitions used by the School with respect to consent (or the absence or negation of consent) consistently, impartially, and in accordance with policy
- How to conduct an investigation and Grievance Process including hearings, appeals, and Informal Resolution Processes
- How to serve impartially by avoiding prejudgment of the facts at issue, conflicts of interest, and bias against Respondents and/or for Complainants, and on the basis of sex, race, religion, and other protected characteristics
- Any technology to be used at a live hearing
- Issues of relevance of questions and evidence
- Issues of relevance to create an investigation report that fairly summarizes relevant evidence

- How to determine appropriate sanctions in reference to all forms of harassment, discrimination, and/ or retaliation allegations
- Recordkeeping
  The materials used to train all members of the Pool are publicly posted.

### 8. FORMAL GRIEVANCE PROCESS: NOTICE OF INVESTIGATION AND ALLEGATIONS

The Title IX Coordinator will provide written Notice of the Investigation and Allegations (the "NOIA") to the Respondent upon commencement of the Formal Grievance Process. This facilitates the Respondent's ability to prepare for the interview and to identify and choose an Advisor to accompany them. The NOIA is also copied to the Complainant, who will be given advance notice of when the NOIA will be delivered to the Respondent.

The NOIA will include:

- A meaningful summary of all allegations
- The identity of the involved parties (if known)
- The precise misconduct being alleged
- The date and location of the alleged incident(s) (if known)
- The specific policies implicated
- A description of the applicable procedures
- A statement of the potential sanctions/responsive actions that could result
- A statement that the School presumes the Respondent is not responsible for the reported misconduct unless and until the evidence supports a different determination
- A statement that determinations of responsibility are made at the conclusion of the process and that the parties will be given an opportunity during the review and comment period to inspect and review all directly related and/or relevant evidence obtained
- A statement about the School's policy on retaliation
- Information about the confidentiality of the process
- Information on the need for each party to have an Advisor of their choosing and suggestions for ways to identify an Advisor
- A statement informing the parties that the School's policy prohibits knowingly making false statements, including knowingly submitting false information during the Grievance Process
- Detail on how the party may request disability accommodations during the Grievance Process
- A link to the School's VAWA Brochure
- The name(s) of the Investigator, along with a process to identify to the Title IX Coordinator, in advance of the interview process, any conflict of interest that the Investigator may have
- An instruction to preserve any evidence that is directly related to the allegations

Amendments and updates to the NOIA may be made as the investigation progresses and more information becomes available regarding the addition or dismissal of various allegations.

Notice will be made in writing and may be delivered by one or more of the following methods: in person or emailed to the parties' School-issued email or designated accounts. Once mailed, emailed, and/or received in person, notice will be presumptively delivered.

### 9. RESOLUTION TIMELINE

The School will make a good faith effort to complete the Grievance Process within a sixty to ninety (60–90) business-day time period, including appeal if any, which can be extended as necessary for appropriate cause by the Title IX Coordinator, who will provide notice and rationale for any extensions or delays to the parties as appropriate, as well as an estimate of how much additional time will be needed to complete the process.

### 10. APPOINTMENT OF INVESTIGATORS

Once the decision to commence a formal investigation is made, the Title IX Coordinator appoints individuals to conduct the investigation, usually within five (5) business days of determining that an investigation should proceed.

## 11. ENSURING IMPARTIALITY

Any individual materially involved in the administration of the Grievance Process including the Title IX Coordinator, Investigator, and Decision-Maker may neither have nor demonstrate a conflict of interest or bias for a party generally, or for a specific Complainant or Respondent.

The Title IX Coordinator will vet the assigned Investigator for impartiality by ensuring there are no actual or apparent conflicts of interest or disqualifying biases. At any time during the Grievance Process, the parties may raise a concern regarding bias or conflict of interest, and the Title IX Coordinator will determine whether the concern is reasonable and supportable. If so, another Pool member will be assigned and the impact of the bias or conflict, if any, will be remedied. If the source of the conflict of interest or bias is the Title IX Coordinator, concerns should be raised with the Director.

The Formal Grievance Process involves an objective evaluation of all relevant evidence obtained, including evidence that supports that the Respondent engaged in a policy violation and evidence that supports that the Respondent did not engage in a policy violation. Credibility determinations may not be based solely on an individual's status or participation as a Complainant, Respondent, or witness.

The School operates with the presumption that the Respondent is not responsible for the reported misconduct unless and until the Respondent is determined to be responsible for a policy violation by the applicable standard of proof.

## 12. INVESTIGATION TIMELINE

Investigations are completed expeditiously, normally within sixty (60) business days, though some investigations may take many weeks or even months, depending on the nature, extent, and complexity of the allegations, availability of witnesses, law enforcement involvement, etc.

The School will make a good faith effort to complete investigations as promptly as circumstances permit and will communicate regularly with the parties to update them on the progress and timing of the investigation.

## 13. INVESTIGATION PROCESS DELAYS AND INTERACTIONS WITH LAW ENFORCEMENT

The School may undertake a short delay in its investigation (several days to a few weeks) if circumstances require. Such circumstances include but are not limited to a request from law enforcement to temporarily delay the investigation, the need for language assistance, the absence of parties and/or witnesses, and/or health conditions.

The School will communicate the anticipated duration of the delay and reason to the parties in writing and provide the parties with status updates if necessary. The School will promptly resume its investigation and Grievance Process as soon as feasible. During such a delay, the School will implement supportive measures as deemed appropriate.

The School's action(s) or processes are not typically altered or precluded on the grounds that civil or criminal charges involving the underlying incident(s) have been filed or that criminal charges have been dismissed or reduced.

## 14. INVESTIGATION PROCESS STEPS

All investigations are thorough, reliable, impartial, prompt, and fair. Investigations involve interviews with all available relevant parties and witnesses; obtaining available, relevant evidence; and identifying sources of expert information, as necessary.

All parties have a full and fair opportunity, through the investigation process, to suggest witnesses and questions, to provide evidence and expert witnesses, and to fully review and respond to all evidence on the record. Recordings of interviews are not provided to the parties, but the parties will have the ability to review the transcript of the interview once the investigation report is compiled.

At the discretion of the Title IX Coordinator, investigations can be combined when complaints implicate a pattern, collusion, and/or other shared or similar actions.

The Investigator typically takes the following steps, if not already completed (not necessarily in this order):

- Determine the identity and contact information of the Complainant
- Identify all policies implicated by the alleged misconduct and notify the Complainant and Respondent of all of the specific policies implicated
- Assist the Title IX Coordinator, if needed, with conducting a prompt initial assessment to determine whether the allegations indicate a potential policy violation
- Commence a thorough, reliable, and impartial investigation by identifying issues and developing a strategic investigation plan, including a witness list, evidence list, intended investigation timeframe, and order of interviews for the parties and witnesses
- Meet with the Complainant to finalize their interview/statement, if necessary
- Work with the Title IX Coordinator, as necessary, to prepare the initial Notice of Investigation and Allegations (NOIA); the NOIA may be amended with any additional or dismissed allegations
    - Notice should inform the parties of their right to have the assistance of an Advisor, who could be School-appointed or an Advisor of their choosing present for all meetings attended by the party
- Provide each interviewed party and witness an opportunity to review and verify the Investigator's summary notes (or transcript) of the relevant evidence/testimony from their respective interviews and meetings
- Make good faith efforts to notify each party of any meeting or interview involving another party, in advance when possible
- When participation of a party is expected, provide that party with written notice of the date, time, and location of the meeting, as well as the expected participants and purpose
- Interview all available, relevant witnesses and conduct follow-up interviews as necessary
- Allow each party the opportunity to suggest witnesses and questions they wish the Investigator to ask of another party and/or witnesses, and document in the report which questions were asked, with a rationale for any changes or omissions
- Complete the investigation promptly and without unreasonable deviation from the intended timeline
- Provide regular status updates to the parties throughout the investigation
- Prior to the conclusion of the investigation, provide the parties and their respective Advisors (if so desired by the parties) with a list of witnesses whose information will be used to render a finding
- Write a comprehensive investigation report fully summarizing the investigation—all witness interviews— and addressing all relevant evidence; appendices including relevant physical or documentary evidence will be included
- Gather, assess, and synthesize evidence, but make no conclusions, engage in no policy analysis, and render no recommendations as part of their report
- Prior to the conclusion of the investigation, provide the parties and their respective Advisors (if so desired by the parties) a secured electronic or hard copy of the draft investigation report as well as an opportunity to inspect and review all of the evidence obtained as part of the investigation that is directly related the reported misconduct, including evidence upon which the School does not intend to rely in reaching a determination, for a ten (10) business-day review and comment period so that each party may meaningfully respond to the evidence; the parties may elect to waive the full ten (10) days
- Elect to respond in writing in the investigation report to the parties' submitted responses and/or to share the responses between the parties for additional responses
- Incorporate relevant elements of the parties' written responses into the final investigation report, include any additional relevant evidence, make any necessary revisions, and finalize the report; the Investigator should document all rationales for any changes made after the review and comment period
- Share the report with the Title IX Coordinator and/or legal counsel for their review and feedback
- Incorporate any relevant feedback and share the final report with all parties and their Advisors through secure electronic transmission or hard copy at least ten (10) business days prior to a hearing; the parties and Advisors are also provided with a file of any directly related evidence that was not included in the report

## 15. WITNESS ROLE AND PARTICIPATION IN THE INVESTIGATION

Witnesses (as distinguished from the parties) who are employees of the School are strongly encouraged to cooperate with and participate in the School's investigation and Grievance Process. Future Professionals who are named as witnesses and witnesses from outside the School's community are encouraged to cooperate with School investigations and share what they know about a complaint.

Although in-person interviews for parties and all potential witnesses are ideal, circumstances may require individuals to be interviewed remotely. Skype, Zoom, Microsoft Teams, FaceTime, Webex, or similar technologies may be used for interviews if the Investigator determine that timeliness, efficiency, or other reasons dictate a need for remote interviewing. The School will take appropriate steps to reasonably ensure the security/privacy of remote interviews.

Witnesses may also provide written statements in lieu of interviews or choose to respond to written questions, if deemed appropriate by the Investigator, though not preferred.

## 16. INTERVIEW RECORDING

No unauthorized audio or video recording of any kind is permitted during investigation meetings. If the Investigator elects to audio and/or video record interviews, all involved parties should be made aware of and consent to audio and/or video recording.

## 17. EVIDENTIARY CONSIDERATIONS

Neither the investigation nor the hearing will consider: (1) incidents not relevant or not directly related to the possible violation(s), unless they evidence a pattern; (2) questions and evidence about the Complainant's sexual predisposition; or (3) questions and evidence about the Complainant's prior sexual behavior, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.

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

## 18. REFERRAL FOR HEARING

Provided that the complaint is not resolved through Informal Resolution, once the final investigation report is shared with the parties, the Title IX Coordinator will refer the matter for a hearing.

The hearing cannot be held less than ten (10) business days from the conclusion of the investigation—when the final investigation report is transmitted to the parties and the Decision-Maker—unless all parties and the Decision-Maker agree to an expedited timeline.

The Title IX Coordinator will select the Decision-Maker and provide a copy of the investigation report and the file of directly related evidence.

## 19. HEARING DECISION-MAKER COMPOSITION

The School will designate a single Decision-Maker, at the discretion of the Title IX Coordinator. The single Decision-Maker will also Chair the hearing.

The Decision-Maker will not have had any previous involvement with the complaint. The Title IX Coordinator may elect to have an alternate sit in throughout the hearing process in the event that a substitute is needed for any reason.

Those who have served as Investigators will be witnesses in the hearing and therefore may not serve as a Decision-Maker. Those who are serving as Advisors for any party may not serve as a Decision-Maker in that matter.

The Title IX Coordinator may not serve as a Decision-Maker or Chair in the matter but may serve as an administrative facilitator of the hearing if their previous role(s) in the matter do not create a conflict of interest. Otherwise, a designee may fulfill the facilitator role. The hearing will convene at a time and venue determined by the Title IX Coordinator or designee.

### 20. ADDITIONAL EVIDENTIARY CONSIDERATIONS IN THE HEARING

Previous disciplinary action of any kind involving the Respondent may not be used unless there is an allegation of a pattern of misconduct. Such information may also be considered in determining an appropriate sanction upon a determination of responsibility, assuming the School uses a progressive discipline system. This information is only considered at the sanction stage of the process and is not shared until then.

The parties may each submit a written impact statement prior to the hearing for the consideration of the Decision-Maker at the sanction stage of the process when a determination of responsibility is reached.

After post-hearing deliberation, the Decision-Maker renders a determination based on the preponderance of the evidence, whether it is more likely than not that the Respondent violated the Policy as alleged.

### 21. HEARING NOTICE

No less than ten (10) business days prior to the hearing,[30] the Title IX Coordinator or the Chair will send notice of the hearing to the parties. Once mailed, emailed, and/or received in person, notice will be presumptively delivered.

The notice will contain:

- A description of the alleged violation(s), a list of all policies allegedly violated, a description of the applicable hearing procedures, and a statement of the potential sanctions/responsive actions that could result.
- The time, date, and location of the hearing.
- Description of any technology that will be used to facilitate the hearing.
- Information about the option for the live hearing to occur with the parties located in separate rooms using technology that enables the Decision-Maker and parties to see and hear a party or witness answering questions. Such a request must be raised with the Title IX Coordinator as soon as possible, preferably at least five (5) business days prior to the hearing.
- A list of all those who will attend the hearing, along with an invitation to object to any Decision-Maker based on demonstrated bias or conflict of interest. This must be raised with the Title IX Coordinator at least two (2) business days prior to the hearing.
- Information on how the hearing will be recorded and how the parties can access the recording after the hearing.
- A statement that if any party or witness does not appear at the scheduled hearing, the hearing may be held in their absence. For compelling reasons, the Chair may reschedule the hearing.
- Notification that the parties may have the assistance of an Advisor of their choosing at the hearing and will be required to have one present for any questions they may desire to ask. The party must notify the Title IX Coordinator if they wish to conduct cross-examination and do not have an Advisor, and the School will appoint one. Each party must have an Advisor present if they intend to cross-examine others. There are no exceptions.
- A copy of all the materials provided to the Decision-Maker about the complaint unless they have already been provided.[31]
- An invitation to each party to submit to the Chair an impact statement pre-hearing that the Decision- Maker will review during any sanction determination.
- An invitation to contact the Title IX Coordinator to arrange any disability accommodations, language assistance, and/or interpretation services that may be needed at the hearing, at least seven (7) business days prior to the hearing.
- Whether parties can/cannot bring mobile phones/devices into the hearing.

## 22. ALTERNATIVE HEARING PARTICIPATION OPTIONS

If a party or parties prefer not to attend or cannot attend the hearing in person, the party should request alternative arrangements from the Title IX Coordinator or the Chair as soon as possible, preferably at least five (5) business days prior to the hearing.

The Title IX Coordinator or the Chair can arrange to use technology to allow remote testimony without compromising the fairness of the hearing. Remote options may also be needed for witnesses who cannot appear in person. Any witness who cannot attend in person should let the Title IX Coordinator or the Chair know as soon as possible, preferably at least five (5) business days prior to the hearing so that appropriate arrangements can be made.

## 23. PRE-HEARING PREPARATION

After any necessary consultation with the parties, the Title IX Coordinator will provide the names of persons who have been asked to participate in the hearing, all pertinent documentary evidence, and the final investigation report to the parties at least ten (10) business days prior to the hearing.

Any witness scheduled to participate in the hearing must have been first interviewed by the Investigator, unless all parties and the Chair assent to the witness's participation in the hearing. The same holds for any relevant evidence that is first offered at the hearing. If the parties and Chair do not assent to the admission of evidence newly offered at the hearing, the Chair may delay the hearing and/or instruct that the investigation needs to be re-opened to consider that evidence.[32]

The parties will be given the name of the Decision-Maker at least five (5) business days in advance of the hearing. All objections to the Decision-Maker must be raised in writing, detailing the rationale for the objection, and must be submitted to the Title IX Coordinator as soon as possible and no later than five (5) business days prior to the hearing. The Decision-Maker will only be removed if the Title IX Coordinator concludes that their actual or perceived bias or conflict of interest precludes an impartial hearing of the complaint.

The Title IX Coordinator will give the Decision-Maker a list of the names of all parties, witnesses, and Advisors at least five (5) business days in advance of the hearing. If the Decision-Maker cannot make an objective determination, they must recuse themselves from the proceedings when notified of the identity of the parties, witnesses, and Advisors in advance of the hearing. If a Decision-Maker is unsure of whether a bias or conflict of interest exists, they must raise the concern to the Title IX Coordinator as soon as possible.

During the ten (10) business-day period prior to the hearing, the parties have the opportunity for continued review and comment on the final investigation report and available evidence. That review and comment can be shared with the Chair at a pre-hearing meeting or at the hearing and will be exchanged between each party by the Chair.

## 24. PRE-HEARING MEETINGS

The Chair may convene a pre-hearing meeting, or meetings, with the parties and/or their Advisors and invite them to submit the questions or topics they (the parties and/or their Advisors) wish to ask or discuss at the hearing, so that the Chair can rule on their relevance ahead of time to avoid any improper evidentiary introduction in the hearing or to provide recommendations for more appropriate phrasing.

However, this advance review opportunity does not preclude the Advisors from asking a question for the first time at the hearing or from asking for a reconsideration on a pre-hearing ruling by the Chair based on any new information or testimony offered at the hearing. The Chair must document and share with each party their rationale for any exclusion or inclusion at a pre-hearing meeting.

The Chair, **only** with full agreement of the parties, may decide in advance of the hearing that certain witnesses do not need to be present if their testimony can be adequately summarized by the Investigator in the investigation report or during the hearing.

At each pre-hearing meeting with a party and/or their Advisor, the Chair will consider arguments that evidence identified in the final investigation report as relevant is, in fact, not relevant. Similarly, evidence identified as directly related but not relevant by the Investigator may be argued to be relevant. The Chair may rule on these arguments pre-

hearing and will exchange those rulings between the parties prior to the hearing to assist in preparation for the hearing. The Chair may consult with legal counsel and/or the Title IX Coordinator or ask either or both to attend pre-hearing meetings.

The pre-hearing meeting(s) will not be recorded. The pre-hearing meetings may be conducted as separate meetings with each party/Advisor, with all parties/Advisors present at the same time, remotely, or as a written- only exchange. The Chair will work with the parties to establish the format.

### 25. HEARING PROCEDURES

At the hearing, the Decision-Maker has the authority to hear and make determinations on all allegations of discrimination, harassment, and/or retaliation and may also hear and make determinations on any additional alleged policy violations that occurred in concert with the discrimination, harassment, and/or retaliation, even though those collateral allegations may not specifically fall within the Equal Opportunity, Harassment, and Nondiscrimination Policy.

Participants at the hearing include the Chair, the Investigator who conducted the investigation, the parties, Advisors to the parties, any called witnesses, the Title IX Coordinator, the hearing facilitator, and anyone providing authorized accommodations, interpretation, and/or assistive services.

The Chair will answer all questions of procedure.

Anyone appearing at the hearing to provide information will respond to questions on their own behalf.

The Chair will allow witnesses who have relevant information to appear at a portion of the hearing to respond to specific questions from the Decision-Maker and the parties, and the witnesses will then be excused.

### 26. JOINT HEARINGS

In hearings involving more than one Respondent and/or involving more than one Complainant who has accused the same individual of substantially similar conduct, the default procedure will be to hear the allegations jointly.

However, the Title IX Coordinator may permit the investigation and/or hearings pertinent to each Respondent or complaint to be conducted separately if there is a compelling reason to do so. In joint hearings, separate determinations of responsibility will be made for each Respondent and/or for each complaint with respect to each alleged policy violation.

### 27. THE ORDER OF THE HEARING—INTRODUCTIONS AND EXPLANATION OF PROCEDURE

The Chair explains the procedures and introduces the participants. This may include a final opportunity for challenge or recusal of the Decision-Maker based on bias or conflict of interest. The Chair will rule on any such challenge unless the Chair is the individual who is the subject of the challenge, in which case the Title IX Coordinator will review the challenge and decide.

The Chair then conducts the hearing according to the hearing script. At the hearing, recording, witness logistics, party logistics, curation of documents, separation of the parties, and other administrative elements of the hearing process are managed by a non-voting hearing facilitator/case manager appointed by the Title IX Coordinator.[33]

The hearing facilitator may attend to logistics of rooms for various parties/witnesses as they wait; flow of parties/witnesses in and out of the hearing space; ensuring recording and/or virtual conferencing technology is working as intended; copying and distributing materials to participants, as appropriate, etc.

### 28. INVESTIGATOR PRESENTATION OF FINAL INVESTIGATION REPORT

The Investigator will present a summary of the final investigation report, including items that are contested and those that are not, and will be subject to questioning by the Decision-Maker and the parties (through their Advisors).

Neither the parties nor the Decision-Maker should ask the Investigator their opinions on credibility, recommended findings, or determinations, and Advisors and parties will refrain from discussion of or questions for Investigators about these assessments. If such information is introduced, the Chair will direct that it be disregarded.

## 29. TESTIMONY AND QUESTIONING

Once the Investigator presents the report and responds to questions, the parties and witnesses may provide relevant information in turn, beginning with the Complainant, and then in the order determined by the Chair. The hearing will facilitate questioning of parties and witnesses by the Decision-Maker and then by the parties through their Advisors.

All questions are subject to a relevance determination by the Chair. The Advisor, who will remain seated during questioning, will pose the proposed question orally, electronically, or in writing (orally is the default, but other means of submission may be permitted by the Chair upon request if agreed to by all parties and the Chair), the proceeding will pause to allow the Chair to consider the question (and state it if it has not already been stated aloud), and the Chair will determine whether the question will be permitted, disallowed, or rephrased.

The Chair may invite explanations or persuasive statements regarding relevance with the Advisors if the Chair so chooses. The Chair will then state their decision on the question for the record and advise the party/witness to whom the question was directed, accordingly. The Chair will explain any decision to exclude a question as not relevant, or to reframe it for relevance.

The Chair will limit or disallow questions on the basis that they are irrelevant, unduly repetitious (and thus irrelevant), or abusive. The Chair has final say on all questions and determinations of relevance. The Chair may consult with legal counsel on any questions of admissibility. The Chair may ask Advisors to frame why a question is or is not relevant from their perspective but will not entertain argument from the Advisors on relevance once the Chair has ruled on a question.

If the parties raise an issue of bias or conflict of interest of an Investigator or Decision-Maker at the hearing, the Chair may elect to address those issues, consult with legal counsel, refer them to the Title IX Coordinator, and/or preserve them for appeal. If bias is not an issue at the hearing, the Chair should not permit irrelevant questions that probe for bias.

## 30. REFUSAL TO SUBMIT TO QUESTIONING; INFERENCES

Any party or witness may choose not to offer evidence and/or answer questions at the hearing, either because they do not attend the hearing, or because they attend but refuse to participate in some or all questioning. The Decision-Maker can only rely on whatever relevant evidence is available through the investigation and hearing in making the ultimate determination of responsibility. The Decision-Maker may not draw any inference solely from a party's or witness's absence from the hearing or refusal to submit to cross-examination or answer other questions.

An Advisor may not be called as a witness at a hearing to testify to what their advisee has told them during their role as an Advisor unless the party being advised consents to that information being shared. It is otherwise considered off-limits, and an Advisor who is a School employee is temporarily alleviated from Mandated Reporter responsibilities related to their interaction with their advisee during the Grievance Process.

## 31. HEARING RECORDINGS

Hearings (but not deliberations) are recorded by the School for purposes of review in the event of an appeal. The parties may not record the proceedings and no other unauthorized recordings are permitted.

The Decision-Maker, the parties, their Advisors, and appropriate administrators of the School will be permitted to review the recording or review a transcript of the recording, upon request to the Title IX Coordinator. No person will be given or be allowed to make a copy of the recording without permission of the Title IX Coordinator.

## 32. DELIBERATION, DECISION-MAKING, AND STANDARD OF PROOF

The Decision-Maker will deliberate in closed session to determine whether the Respondent is responsible for the policy violation(s) in question. The preponderance of the evidence standard of proof is used. The hearing facilitator may be invited to attend the deliberation by the Chair, but is in attendance only to facilitate procedurally, not to address the substance of the allegations.

When there is a finding of responsibility on one or more of the allegations, the Decision-Maker may then consider the previously submitted party impact and/or mitigation statement(s) in determining appropriate sanction(s). The Chair will ensure that each of the parties has an opportunity to review any submitted impact and/or mitigation statement(s) once they are submitted.

The Decision-Maker will also review any pertinent conduct history provided by the appropriate School employee and will determine the appropriate sanction(s).

The Chair will then prepare a written statement detailing all findings and final determinations, the rationale(s) explaining the decision(s), the evidence used in support of the determination(s), the evidence not relied upon in the determination(s), any credibility assessments, and any sanction(s) and rationales explaining the sanction(s) and will deliver the statement to the Title IX Coordinator.

This statement is typically three to five (3–5) pages in length and must be submitted to the Title IX Coordinator within two (2) business days of the end of deliberations unless the Title IX Coordinator grants an extension. If an extension is granted, the Title IX Coordinator will notify the parties.

### 33. NOTICE OF OUTCOME

Using the deliberation statement, the Title IX Coordinator will work with the Chair to prepare a Notice of Outcome letter. The Title IX Coordinator will then share the letter, which includes the final determination, rationale, and any applicable sanction(s), with the parties and their Advisors within five (5) business days of receiving the deliberation statement.

The Notice of Outcome will be shared with the parties simultaneously. Notification will be made in writing and may be delivered by one or more of the following methods: in person or emailed to the parties' School-issued email or otherwise approved account. Once emailed, and/or received in person, notice will be presumptively delivered.

The Notice of Outcome will articulate the specific alleged policy violation(s), including the relevant policy section(s), and will contain a description of the procedural steps taken by the School from the receipt of the misconduct report to the determination, including any and all notifications to the parties, interviews with parties and witnesses, site visits, methods used to obtain evidence, and hearings held.

The Notice of Outcome will specify the finding for each alleged policy violation; the findings of fact that support the determination; conclusions regarding the application of the relevant policy to the facts at issue; a statement of, and rationale for, the result of each allegation to the extent the School is permitted to share such information under state or federal law; any sanction(s) issued which the School is permitted to share according to state or federal law; and whether remedies will be provided to the Complainant to ensure access to the School's educational or employment program or activity.

The Notice of Outcome will also include information on when the results are considered final by the School, will note any changes to the outcome and/or sanction(s) that occur prior to finalization, and the relevant procedures and bases for appeal.

### 34. RIGHTS OF THE PARTIES (SEE APPENDIXB)

### 35. SANCTIONS

Factors considered when determining a sanction/responsive action may include, but are not limited to:

- The nature, severity of, and circumstances surrounding the violation(s)
- The Respondent's disciplinary history
- The need for sanctions/responsive actions to bring an end to the discrimination, harassment, and/or retaliation
- The need for sanctions/responsive actions to prevent the future recurrence of discrimination, harassment, and/or retaliation
- The need to remedy the effects of the discrimination, harassment, and/or retaliation on the Complainant and the community

- The impact on the parties
- Any other information deemed relevant by the Decision-Maker

The sanctions will be implemented as soon as is feasible, either upon the outcome of any appeal or the expiration of the window to appeal without an appeal being requested.

The sanctions described in this Policy are not exclusive of, and may be in addition to, other actions taken, or sanctions imposed, by external authorities.

If it is later determined that a party or witness intentionally provided false or misleading information, that action could be grounds for re-opening a Grievance Process at any time, and/or referring that information to another process for resolution.

A. **Future Professional Sanctions**
   The following are the common sanctions that may be imposed upon Future Professionals singly or in combination:
   - *Coaching:* A formal statement that the conduct was unacceptable and a warning that further violation of any School policy, procedure, or directive will result in more severe sanctions/responsive actions.
   - *Suspension:* Termination of Future Professional status for a definite period of time not to exceed two years and/or until specific criteria are met.
   - *Termination:* Permanent termination of Future Professional status and revocation of rights to be on campus for any reason or to attend School-sponsored events.
   - *Other Actions:* In addition to or in place of the above sanctions, the School may assign any other sanctions as deemed appropriate.

B. **Employee Sanctions/Responsive/Corrective Actions**
   Responsive actions for an employee who has engaged in harassment, discrimination, and/or retaliation include:
   - *Verbal or Written Warning*
   - *Performance Improvement Plan/Management Process*
   - *Enhanced Supervision, Observation, or Review*
   - *Required Counseling*
   - *Required Training or Education*
   - *Probation*
   - *Denial of Pay Increase/Pay Grade*
   - *Loss of Oversight or Supervisory Responsibility*
   - *Demotion*
   - *Transfer*
   - *Reassignment*
   - *Assignment to New Supervisor*
   - *Restriction of Stipends and/or Professional Development Resources*
   - *Suspension/Administrative Leave with Pay*
   - *Suspension/Administrative Leave without Pay*
   - *Termination*
   - *Other Actions:* In addition to or in place of the above sanctions/responsive actions, the School may assign any other responsive actions as deemed appropriate.

## 36. WITHDRAWAL OR RESIGNATION BEFORE COMPLAINT RESOLUTION

### A. FUTURE PROFESSIONALS

Should a Respondent decide not to participate in the Grievance Process, the process proceeds absent their participation to a reasonable resolution. Should a Future Professional Respondent permanently withdraw from the School, the Grievance Process typically ends with a dismissal, as the School has lost primary disciplinary jurisdiction

over the withdrawn Future Professional. However, the School may continue the Grievance Process when, at the discretion of the Title IX Coordinator, doing so may be necessary to address safety and/or remedy any ongoing effects of the alleged harassment, discrimination, and/or retaliation.

Regardless of whether the complaint is dismissed or pursued to completion of the Grievance Process, the School will continue to address and remedy any systemic issues or concerns that may have contributed to the alleged violation(s), and any ongoing effects of the alleged harassment, discrimination, and/or retaliation. The Future Professional who withdraws or leaves while the process is pending may not return to the School in any capacity. The appropriate School employees will be notified accordingly. Such exclusion applies to all School locations.

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

### B. EMPLOYEES

Should an employee Respondent resign with unresolved allegations pending, the Grievance Process typically ends with dismissal, as the School has lost primary disciplinary jurisdiction over the resigned employee. However, the School may continue the Grievance Process when, at the discretion of the Title IX Coordinator, doing so may be necessary to address safety and/or remedy any ongoing effects of the alleged harassment, discrimination, and/or retaliation.

Regardless of whether the matter is dismissed or pursued to completion of the Grievance Process, the School will continue to address and remedy any systemic issues or concerns that contributed to the alleged violation(s), and any ongoing effects of the alleged harassment, discrimination, and/or retaliation.

The employee who resigns with unresolved allegations pending is not eligible for academic admission or rehire with the School or any School location, and the records retained by the Title IX Coordinator will reflect that status.

All School responses to future inquiries regarding employment references for that individual will include that the former employee resigned during a pending disciplinary matter.

## 37. APPEALS

Any party may submit a written request for appeal (“Request for Appeal”) to the Title IX Coordinator within five (5) business days of the delivery of the Notice of Outcome.

A single Appeal Decision-Maker will Chair the appeal. No Appeal Decision-Maker will have been previously involved in the Grievance Process for the complaint, including in any dismissal appeal that may have been heard earlier in the process.

The Request for Appeal will be forwarded to the Appeal Chair or designee for consideration to determine whether the request meets the grounds for appeal (a Review for Standing). This review is not a review of the merits of the appeal, but solely a determination as to whether the request meets the grounds and is timely filed.

### A. GROUNDS FOR APPEAL

Appeals are limited to the following grounds:

- A procedural irregularity affected the outcome of the matter
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, which could affect the outcome of the matter
- The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against Complainants or Respondents generally or the specific Complainant or Respondent that affected the outcome of the matter

  If any of the grounds in the Request for Appeal do not meet the grounds in this Policy, that request will be denied by the Appeal Chair, and the parties and their Advisors will be notified in writing of the denial and the rationale.

If any of the grounds in the Request for Appeal meet the grounds in this Policy, then the Appeal Chair will notify all parties and their Advisors, the Title IX Coordinator, and, when appropriate, the Investigator, and/or the original Decision-Maker.

All other parties and their Advisors, the Title IX Coordinator, and, when appropriate, the Investigator and/ or the original Decision-Maker will be mailed, emailed, and/or provided a hard copy of the Request for Appeal with the approved grounds and then be given five (5) business days to submit a response to the portion of the appeal that was approved and involves them. All responses, if any, will be forwarded by the Appeal Chair to all parties for review and comment.

The non-appealing party (if any) may also choose to appeal at this time. If so, that will be reviewed to determine whether it meets the grounds in this Policy by the Appeal Chair and either denied or approved. If approved, it will be forwarded to the party who initially requested an appeal, the Title IX Coordinator, and the Investigator and/or original Decision-Maker, as necessary, who will submit their responses, if any, within five (5) business days. Any such responses will be circulated for review and comment by all parties. If not approved, the parties will be notified accordingly, in writing.

Neither party may submit any new requests for appeal after this time period. The Appeal Chair will collect any additional information needed and all documentation regarding the approved grounds for appeal, and the subsequent responses will be shared with the Appeal Chair and the Chair will render a decision within no more than five (5) business days, barring exigent circumstances. All decisions apply the preponderance of the evidence.

A Notice of Appeal Outcome will be sent to all parties simultaneously. The Notice of Appeal Outcome will specify the finding on each ground for appeal, any specific instructions for remand or reconsideration, any sanction(s) that may result which the School is permitted to share according to state or federal law, and the rationale supporting the essential findings to the extent the School is permitted to share under state or federal law.

Notification will be made in writing and may be delivered by one or more of the following methods: in person, mailed to the local or permanent address of the parties as indicated in official institutional records, or emailed to the parties' School-issued email or otherwise approved account. Once mailed, emailed and/or received in person, notice will be presumptively delivered.

B. SANCTIONS STATUS DURING THE APPEAL

Any sanctions imposed as a result of the hearing are stayed (i.e., not implemented) during the appeal process. Supportive measures may be reinstated, subject to the same supportive measure procedures above.

If any of the sanctions are to be implemented immediately post-hearing, but pre-appeal, then the emergency removal procedures (detailed above) for a show cause meeting on the justification for doing so must be permitted within 48 hours of implementation.

If the original sanctions include separation in any form, the School may place a hold on graduations, continued enrollment, etc., pending the outcome of an appeal. The Respondent may request a stay of these holds from the Title IX Coordinator within two (2) business days of the notice of the sanctions. The request will be evaluated by the Title IX Coordinator or designee, whose determination is final.

C. APPEAL CONSIDERATIONS

- Appeals are not intended to provide for a full re-hearing (de novo) of the allegation(s). In most cases, appeals are confined to a review of the written documentation or record of the original hearing and pertinent documentation regarding the specific grounds for appeal.
- Decisions on appeal are to be deferential to the original determination, making changes to the finding only when there is clear error and to the sanction(s)/responsive action(s) only if there is a compelling justification to do so.
- An appeal is not an opportunity for the Appeal Decision-Maker to substitute their judgment for that of the original Decision-Maker merely because they disagree with the finding and/or sanction(s).

- The Appeal Chair/Decision-Maker may consult with the Title IX Coordinator and/or legal counsel on questions of procedure or rationale, for clarification, if needed. Documentation of all such consultation will be maintained.
- Appeals granted should normally be remanded (or partially remanded) to the original Investigator and/or Decision-Maker for reconsideration.
- Once an appeal is decided, the outcome is final: further appeals are not permitted, even if a decision or sanction is changed on remand (except in the case of a new hearing).
- In rare cases where an error cannot be cured by the original Decision-Maker (as in cases of bias), the Appeal Chair/Decision-Maker may order a new investigation and/or a new hearing with new Pool members serving in the Investigator and Decision-Maker roles.
- The results of a remand to a Decision-Maker cannot be appealed. The results of a new hearing can be appealed (once) on any of the three available appeal grounds.
- In cases that result in reinstatement to the School or resumption of privileges, all reasonable attempts will be made to restore the Respondent to their prior status, recognizing that some opportunities lost may be irreparable in the short term.

### 38. LONG-TERM REMEDIES/OTHER ACTIONS

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

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

- Referral to counseling and health services
- Referral to the Employee Assistance Program
- Referral to the Student Wellness Program
- Education to the individual and/or the community
- Permanent alteration of work arrangements for employees
- Climate surveys
- Policy modification and/or training
- Provision of transportation assistance
- Implementation of long-term contact limitations between the parties
- Implementation of adjustments to academic deadlines, course schedules, etc.

At the discretion of the Title IX Coordinator, certain long-term support or measures may also be provided to the parties even if no policy violation is found.

When no policy violation is found, the Title IX Coordinator will address any remedies the School owes the Respondent to ensure no effective denial of educational access.

The School will maintain the confidentiality of any long-term remedies/actions/measures, provided confidentiality does not impair the School's ability to provide these services.

### 39. FAILURE TO COMPLY WITH SANCTIONS AND/OR RESPONSIVE ACTIONS

All Respondents are expected to comply with the assigned sanctions, responsive actions, and/or corrective actions within the timeframe specified by the final Decision-Maker (including the Appeal Chair/Decision- Maker).

Failure to abide by the sanction(s)/action(s) imposed by the date specified, whether by refusal, neglect, or any other reason, may result in additional sanction(s)/action(s), including suspension and/or termination from the School. Supervisors are expected to enforce completion of sanctions/responsive actions for their employees.

A suspension will only be lifted when compliance is achieved to the satisfaction of the Title IX Coordinator.

## 40. RECORDKEEPING

The School will maintain for a period of at least seven years following the conclusion of the Grievance Process, records of:

1. Each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript required under federal regulation
2. Any disciplinary sanctions imposed on the Respondent
3. Any remedies provided to the Complainant designed to restore or preserve equal access to the School's education program or activity
4. Any appeal and the result therefrom
5. Any Informal Resolution and the result there from
6. All materials used to train Title IX Coordinators, Investigators, Decision-Makers, and any person who facilitates an Informal Grievance Process. The School will make these training materials publicly available on the School's website.
7. Any actions, including any supportive measures, taken in response to a report or Formal Complaint of sexual harassment, including:
    - The basis for all conclusions that the response was not deliberately indifferent
    - Any measures designed to restore or preserve equal access to the School's education program or activity
    - If no supportive measures were provided to the Complainant, document the reasons why such a response was not clearly unreasonable in light of the known circumstances

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

## 41. DISABILITY ACCOMMODATIONS IN THE GRIEVANCE PROCESS

The School is committed to providing reasonable accommodations and support to qualified Future Professionals, employees, or others with disabilities to ensure equal access to the School's Grievance Process.

Anyone needing such accommodations or support should contact the ADA/504 Coordinator, who will review the request and, in consultation with the person requesting the accommodation and the Title IX Coordinator, determine which accommodations are appropriate and necessary for full participation in the process.

## 42. REVISION OF THIS POLICY AND PROCEDURES

This Policy and procedures supersede any previous policies addressing harassment, sexual misconduct, discrimination, and/or retaliation for incidents occurring on or after August 14, 2020, under Title IX and will be reviewed and updated annually by the Title IX Coordinator. The School reserves the right to make changes to this document as necessary, and once those changes are posted online, they are in effect.

During the Grievance Process, the Title IX Coordinator may make minor modifications to procedures that do not materially jeopardize the fairness owed to any party, such as to accommodate summer schedules. The Title IX Coordinator may also vary procedures materially with notice (on the institutional website, with the appropriate effective date identified) upon determining that changes to law or regulation require Policy or procedural alterations not reflected in this Policy and procedures.

If government laws or regulations change—or court decisions alter—the requirements in a way that impacts this document, this document will be construed to comply with the most recent government laws or regulations or court holdings.

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

This Policy and procedures are effective August 17, 2022.

**APPENDIX A: AN ATIXA FRAMEWORK FOR INFORMAL RESOLUTION (IR)**

ATIXA has framed a process for IR that includes three options:

1. A response based on supportive measures
2. A response based on a Respondent accepting responsibility
3. A response based on Alternative Resolution, which could include various approaches and/or facilitation of dialogue

Alternative Resolution approaches such as mediation, restorative practices, and transformative justice are likely to be used more and more often by postsecondary institutions. ATIXA does not endorse these approaches as better or worse than other formal or informal approaches.

ATIXA believes that if they are to be used in and are effective for sex offenses, they need to be carefully and thoughtfully designed and executed and be facilitated by well-trained personnel who take the necessary time to prepare and lay a foundation for success. Although no approach is a panacea, the framework below can help to lay that foundation, regardless of the approach(es) used.

Here are the principles to be considered in supporting various approaches to Informal Resolution:

- IR can be applied in any sex/gender-based interpersonal conflict but may not be appropriate or advisable in cases involving violent incidents (sexual violence, stalking, domestic and dating violence, severe sexual harassment, sexual exploitation, etc.).
- Situations involving dangerous patterns or significant ongoing threat to the community should not be resolved by IR.
- The determination of whether to permit an IR-based resolution is entirely at the discretion of the Title IX Coordinator (TIXC) and in line with the requirements for IR laid out in the Title IX regulations.
- Any party can end IR early-, mid-, or late-process for any reason or no reason.
- IR can be attempted before and in lieu of formal resolution as a diversionary resolution (although a Formal Complaint must be filed if you are within 34 CFR § 106.30, per OCR).
- Alternative approaches can inform formal resolution, as in a formal resolution model infused with restorative practices.
- IR-based processes could be deployed after formal resolution, as an adjunct healing/catharsis opportunity (that could potentially mitigate sanctions or be a form of sanction).
- Alternative Resolution approaches to IR must be facilitated by the School or a third party. There may be value in creating clearly agreed-upon ground rules, which the parties must sign in advance and agree to abide by, otherwise the Informal Resolution process may be deemed to have failed.
- Technology-facilitated IR can be made available, should the parties not be able or willing to meet in person.
- If IR fails, a formal resolution can take place thereafter. Evidence elicited within the “safe space” of the IR facilitation could be later admissible in the formal resolution unless all parties determine it should not be. This will be clearly spelled out as a term of the decision to engage in the IR process.
- With cases involving violence, the preferred alternative approach typically involves a minimal number of essential parties and is not a restorative circle approach with many constituents, in order to ensure confidentiality.
- Some approaches require a reasonable gesture toward accountability (this could be more than an acknowledgment of harm) and some acceptance, or at least recognition, by the Respondent that catharsis is of value and likely the primary goal of the Complainant. A full admission by the Respondent is not a prerequisite. This willingness needs to be vetted carefully in advance by the TIXC before determining that an incident is amenable/appropriate for resolution by IR.
- IR can result in an accord or agreement between the parties (Complainant, Respondent, the School), which is summarized in writing by and enforced by the School. This can be a primary goal of the process.
- IR can result in the voluntary imposition of safety measures, remedies, and/or agreed-upon resolutions by the parties that are enforceable by the School. These can be part of the agreement.

- As a secondary goal, IR can result in the voluntary acceptance of "sanctions," meaning that a Respondent could agree to withdraw, self-suspend (by taking a leave of absence), or undertake other restrictions/transfers/online course options that would help to ensure the safety/educational access of the Complainant, in lieu of formal sanctions that would create a formal record for the Respondent. These are enforceable by the School as part of the agreement, as may be terms of mutual release, non- disparagement, and/or non-disclosure.
- Although a non-disclosure agreement (NDA) could result from IR, it would have to be mutually agreed- upon by the parties in an environment of non-coercion verified by the TIXC.
- Institutions must develop clear rules for managing/facilitating the conference/meeting/dialogue of Alternative Resolution approaches to ensure they are civil, age-appropriate, culturally competent, reflective of power imbalances, and maximize the potential for the Grievance Process to result in catharsis, restoration, remedy, etc., for the Complainant(s).

**APPENDIX B: STATEMENT OF RIGHTS OF THE PARTIES**

- The right to an equitable investigation and resolution of all credible allegations of prohibited harassment, discrimination, and/or retaliation made in good faith to School officials.
- The right to timely written notice of all alleged violations, including the identity of the parties involved (if known), the precise misconduct being alleged, the date and location of the alleged misconduct (if known), the implicated policies and procedures, and possible sanctions.
- The right to timely written notice of any material adjustments to the allegations (e.g., additional incidents or allegations, additional Complainants, unsubstantiated allegations) and any attendant adjustments needed to clarify potentially implicated policy violations.
- The right to be informed in advance of any public release of information by the School regarding the allegation(s) or underlying incident(s), whenever possible.
- The right to not have any personally identifiable information released by the School to the public without consent provided, except to the extent permitted by law.
- The right to be treated with respect by School officials.
- The right to have School policy and these procedures followed without material deviation.
- The right to not be pressured to mediate or otherwise informally resolve any reported misconduct involving violence, including sexual violence.
- The right to not be discouraged by School officials from reporting sexual harassment, discrimination, and/or retaliation to both on-campus and off-campus authorities.
- The right to be informed by School officials of options to notify proper law enforcement authorities, including on-campus and local police, and the option(s) to be assisted by the School in notifying such authorities, if the party so chooses. This also includes the right to not be pressured to report.
- The right to have allegations of violations of this Policy responded to promptly and with sensitivity by School officials.
- The right to be informed of available supportive measures, such as counseling; advocacy; health care; legal, Future Professional financial aid, visa, and immigration assistance; and/or other services, both on campus and in the community.
- The right to a School-implemented, no-contact order or a no-trespass order against a non-affiliated third party when a person has engaged in or threatens to engage in stalking, threatening, harassing, or other improper conduct.
- The right to be informed of available assistance in changing academic or working situations after an alleged incident of discrimination, harassment, and/or retaliation, if such changes are reasonably available. No formal report, or investigation, either institutional or criminal, needs to occur before this option is available. Such actions may include, but are not limited to:
    - Referral to the Employee Assistance Program
    - Referral to the Student Wellness Program
    - Referral to community-based service providers
    - Visa and immigration assistance

    - Future Professional financial aid counseling
    - Education to the institutional community or community subgroup(s)
    - Altering work arrangements for employees
    - Safety planning
    - Implementing contact limitations (no-contact orders) between the parties
    - Academic support, extensions of deadlines, or other course/program-related adjustments
    - Trespass orders
    - Timely warnings
    - Withdrawals or leaves of absence
    - Increased security and monitoring of certain areas of the campus
    - Any other actions deemed appropriate by the Title IX Coordinator
- The right to have the School maintain such actions for as long as necessary and for supportive measures to remain confidential, provided confidentiality does not impair the School's ability to provide the supportive measures.
- The right to receive sufficiently advanced, written notice of any School meeting or interview involving another party, when possible.
- The right to identify and have the Investigator, Advisors, and/or Decision-Maker question relevant available witnesses, including expert witnesses.
- The right to provide the Investigator/Decision-Maker with a list of questions that, if deemed relevant by the Investigator/Decision-Maker, may be asked of any party or witness.
- The right to have inadmissible sexual predisposition/prior sexual history or irrelevant character evidence excluded by the Decision-Maker.
- The right to know the relevant and directly related evidence obtained and respond to that evidence.
- The right to a fair opportunity to provide the Investigator with their account of the alleged misconduct and have that account be on the record.
- The right to receive a copy of all relevant and directly related evidence obtained during the investigation, subject to privacy limitations imposed by state and federal law, and a ten (10) business- day period to review and comment on the evidence.
- The right to receive a copy of the final investigation report, including all factual, policy, and/or credibility analyses performed, and to have at least ten (10) business days to review and comment on the report prior to the hearing.
- The right to be informed of the names of all witnesses whose information will be used to make a finding, in advance of that finding, when relevant.
- The right to regular updates on the status of the investigation and/or resolution.
- The right to have reports of alleged Policy violations addressed by Investigators, Title IX Coordinators, and Decision-Maker who have received relevant annual training.
- The right to preservation of confidentiality/privacy to the extent possible and permitted by law.
- The right to meetings, interviews, and/or hearings that are closed to the public.
- The right to petition that any School representative in the process be recused on the basis of disqualifying bias and/or conflict of interest.
- The right to have an Advisor of their choice to accompany and assist the party in all meetings and/or interviews associated with the Grievance Process.
- The right to the use of the appropriate standard of evidence, preponderance of the evidence to make a Finding and Final Determination after an objective evaluation of all relevant evidence.
- The right to be present, including presence via remote technology, during all testimony given and evidence presented during any hearing.
- The right to have an impact and/or mitigation statement considered by the Decision-Maker following a determination of responsibility for any allegation, but prior to sanctioning.

- The right to be promptly informed of the finding(s) and sanction(s) (if any) of the Grievance Process and a detailed rationale of the decision (including an explanation of how credibility was assessed) in a written Notice of Outcome letter delivered simultaneously (without undue delay) to the parties.
- The right to be informed in writing of when a decision by the School is considered final and any changes to the Final Determination or sanction(s) that occur post Notification of Outcome.
- The right to be informed of the opportunity to appeal the finding(s) and sanction(s) of the Grievance Process, and the procedures for doing so in accordance with the standards for appeal established by the School.
- The right to a fundamentally fair resolution as defined in these procedures.

**APPENDIX C: ADMINISTRATIVE GRIEVANCE PROCEDURE**

- This process is applicable when the Title IX Coordinator determines the Title IX Grievance Procedure is inapplicable, or offenses subject to the Title IX Grievance Procedure have been dismissed.
- If the Title IX Grievance Procedure is applicable, the Title IX Grievance Procedure must be applied in lieu of the Administrative Grievance Procedure.

ADMINISTRATIVE GRIEVANCE PROCEDURE FOR ALLEGED VIOLATIONS OF THE EQUAL OPPORTUNITY, HARASSMENT, AND NONDISCRIMINATION POLICY

The School will act on any formal or informal allegation or notice of violation of the Equal Opportunity, Harassment and Nondiscrimination Policy that is received by the Title IX Coordinator,[34] an Official with Authority, or a Mandated Reporter.

The procedures described below apply to allegations of harassment, discrimination, and/or retaliation on the basis of protected characteristic status involving Future Professionals, employees, customers or service guests, vendors, or anyone else who does business with the School.

These procedures may also be used to address collateral misconduct arising from the investigation of or occurring in conjunction with harassing, discriminatory, or retaliatory conduct (e.g., vandalism, physical abuse of another). All other allegations of misconduct unrelated to incidents covered by this Policy will be addressed through the procedures elaborated in the respective School catalog or staff handbook.

1. INITIAL ASSESSMENT

Following intake, receipt of notice, or a complaint of an alleged violation of the School's Nondiscrimination Policy, the Title IX Coordinator[35] engages in an initial assessment, which is typically five (5) days in duration. The steps in an initial assessment can include:

- The Title IX Coordinator reaches out to the Complainant to offer supportive measures.
- The Title IX Coordinator works with the Complainant to ensure they have an Advisor.
- The Title IX Coordinator works with the Complainant to determine which of three options to pursue: A Supportive Response, an Informal Resolution, or an Administrative Resolution.
    - If a Supportive Response is preferred, the Title IX Coordinator works with the Complainant to identify their wishes and then seeks to facilitate implementation. An Administrative Grievance Process is not initiated, though the Complainant can elect to initiate it later, if desired.
    - If an Informal Resolution option is preferred, the Title IX Coordinator assesses whether the complaint is suitable for Informal Resolution, which informal mechanism may serve the situation best or is available and may seek to determine whether the Respondent is also willing to engage in Informal Resolution.
    - If an Administrative Resolution is preferred, the Title IX Coordinator initiates the investigation process and determines whether the scope of the investigation will address:
        - Incident

        - A potential pattern of misconduct
        - A culture/climate issue
- In many cases, the Title IX Coordinator may determine that a Violence Risk Assessment (VRA) should be conducted by relevant School officials as part of the initial assessment. A VRA can aid in ten critical and/or required determinations, including:
    - Interim suspension of a Respondent who is a threat to health/safety
    - Whether the Title IX Coordinator should pursue the Administrative Grievance Process absent a willing/able Complainant
    - Whether to put the investigation on the footing of incident, pattern, and/or climate
    - To help identify potentially predatory conduct
    - To help assess/identify grooming behaviors
    - Whether a Complaint is amenable to Informal Resolution, and what modality may be most successful
    - Whether to permit a voluntary withdrawal by the Respondent
    - Whether to communicate with a transfer School about a Respondent
    - Assessment of appropriate sanctions/remedies
    - Whether a Clery Act Timely Warning/trespass order/persona non grata is needed.

Based on the initial assessment, the School will initiate one of these responses:

- **Supportive Response—**measures to help restore the Complainant's education access, as described in the Policy.
- **Informal Resolution—**typically used for less serious offenses and only when all parties agree to Informal Resolution, or when the Respondent is willing to accept responsibility for violating policy.
- **Administrative Resolution—**investigation of alleged policy violation(s) and recommended finding, subject to a determination by the Title IX Coordinator or Decision-Maker and the opportunity to appeal.

The investigation and the subsequent Administrative Resolution determine whether the Equal Opportunity, Harassment, and Nondiscrimination Policy has been violated. If so, the School will promptly implement effective remedies designed to end the discrimination, prevent recurrence, and address the effects.

The process followed considers the preference of the parties but is ultimately determined at the discretion of the Title IX Coordinator. If at any point during the initial assessment or formal investigation the Title IX Coordinator determines that reasonable cause does not support the conclusion that policy has been violated, the process will end and the parties will be notified.

The Complainant may request that the Title IX Coordinator review the reasonable cause determination and/or re-open the investigation. This decision lies in the sole discretion of the Title IX Coordinator, but the request is usually only granted in extraordinary circumstances.

### 2. GRIEVANCE PROCESS POOL

The Grievance Process relies on a pool of officials ("Pool") for implementation. Members of the Pool are trained annually in all aspects of the Grievance Process and can serve in any of the following roles, at the direction of the Title IX Coordinator:

- To provide sensitive intake for and initial advice pertaining to the allegations
- To act as optional process Advisors to the parties
- To facilitate Informal Resolution
- To investigate allegations
- To serve as a Decision-Maker
- To serve as an Appeal Decision-Maker

The Title IX Coordinator carefully vets Pool members for potential conflicts of interest or disqualifying biases and appoints the Pool, which acts with independence and impartiality.

Pool members receive annual training, including a review of School policies and procedures as well as applicable federal and state laws and regulations so that they are able to appropriately address allegations, provide accurate information to members of the community, protect safety, and promote accountability. This training includes, but is not limited to:

- The scope of the School's Equal Opportunity, Harassment, and Nondiscrimination Policy and Procedures
- How to conduct investigations and hearings that protect the safety of Complainants and Respondents and promote accountability
- Implicit bias
- Disparate treatment
- Reporting, confidentiality, and privacy requirements
- Applicable laws, regulations, and federal regulatory guidance
- How to implement appropriate and situation-specific remedies
- How to investigate in a thorough, reliable, timely, and impartial manner
- How to conduct a sexual harassment investigation
- Trauma-informed practices pertaining to investigations and Grievance Processes
- How to uphold fairness, equity, and due process
- How to weigh evidence
- How to conduct questioning
- How to assess credibility
- Impartiality and objectivity
- Types of evidence
- Deliberation
- How to render findings and generate clear, concise, evidence-based rationales
- The definitions of all offenses
- How to apply definitions used by the institution with respect to consent (or the absence or negation of consent) consistently, impartially, and in accordance with Policy
- How to conduct an investigation and Grievance Process including hearings, appeals, and Informal Resolution Processes
- How to serve impartially by avoiding prejudgment of the facts at issue, conflicts of interest, and bias against Respondents and/or for Complainants, and on the basis of sex, race, religion, and other protected characteristics
- Any technology to be used Issues of relevance of questions and evidence
- Issues of relevance to create an investigation report that fairly summarizes relevant evidence
- How to determine appropriate sanctions in reference to all forms of harassment and discrimination allegations

### 3. COUNTERCLAIMS

Counterclaims by the Respondent may be made in good faith or may instead be motivated by a retaliatory intent. The School is obligated to ensure that any process is not abused for retaliatory purposes.

The School permits the filing of counterclaims, but uses the initial assessment, described above, to assess whether the allegations are made in good faith. If they are, the allegations will be processed using the resolution procedures below, typically after resolution of the underlying allegation. Counterclaims made with retaliatory intent will not be permitted.

A delay in the processing of counterclaims is permitted, accordingly. Occasionally, allegations and counterclaims can be resolved through the same investigation at the discretion of the Title IX Coordinator. When counterclaims are not made in good faith, they will be considered retaliatory, and may constitute a violation of this Policy.

## 4. ADVISORS

### A. ADVISOR EXPECTATIONS

The School generally expects an Advisor to adjust their schedule to allow them to attend School meetings when planned, but the School may change scheduled meetings to accommodate an Advisor's inability to attend, if doing so does not cause an unreasonable delay.

The School may also make reasonable provisions to allow an Advisor who cannot attend in person to attend a meeting by telephone, video conferencing, or other similar technologies as may be convenient and available.

Parties whose Advisors are disruptive or who do not abide by School policies and procedures may face the loss of that Advisor and/or possible Policy violations

Advisors are expected to consult with their advisees without disrupting School meetings or interviews. Advisors do not represent parties in the process; their role is only to advise.

### B. EXPECTATIONS OF THE PARTIES WITH RESPECT TO ADVISORS

Each party may choose an Advisor[36] who is eligible and available[37] to accompany them throughout the process. The Advisor can be anyone, including an attorney, but should not be someone who is also a witness in the process. A party may elect to change Advisors during the process and is not obligated to use the same Advisor throughout.

The parties are expected to inform the Investigators of the identity of their Advisor at least four (4) business days before the date of their first meeting with the Investigator (or as soon as possible if a more expeditious meeting is necessary or desired).

The parties are expected to provide timely notice to the Investigator and/or the Title IX Coordinator if they change Advisors at any time.

Upon written request of a party, the School will copy the Advisor on all communications between the School and the party. The School provides a consent form that authorizes the School to share such information directly with a party's Advisor.

### C. ASSISTANCE IN SECURING AN ADVISOR[38]

For representation, Respondents may wish to contact organizations such as:

- Families Advocating for Campus Equality (http://www.facecampusequality.org)
- Stop Abusive and Violent Environments (http://www.saveservices.org)
  Complainants may wish to contact organizations such as:
- The Victim Rights Law Center (http://www.victimrights.org)
- The National Center for Victims of Crime (http://www.victimsofcrime.org), which maintains the Crime Victim's Bar Association
- The Time's Up Legal Defense Fund (https://nwlc.org/times-up-legal-defense-fund/)

## 5. RESOLUTION OPTIONS

Proceedings are private. All persons present at any time during the Grievance Process are expected to maintain the privacy of the proceedings in accord with School policy.

While there is an expectation of privacy around what is discussed during interviews, the parties have discretion to share their own experiences with others if they so choose but are encouraged to discuss with their Advisors first before doing so.

### A. INFORMAL RESOLUTION

Informal Resolution is applicable when the parties voluntarily agree to resolve the matter through Alternative Resolution mediation, restorative practices, facilitated dialogue, etc., when the Respondent accepts responsibility for violating Policy, or when the Title IX Coordinator can resolve the matter informally by providing remedies to resolve

the situation. The Title IX Coordinator has discretion to determine whether an investigation will be paused or limited during Informal Resolution, or if it will continue during the Informal Resolution process.

It is not necessary to pursue Informal Resolution first in order to pursue Administrative Resolution, and any party participating in Informal Resolution can stop the process at any time and request the Administrative Grievance Process. Further, if an Informal Resolution fails after the resolution is finalized, Administrative Resolution may be pursued.

### I. ALTERNATIVE RESOLUTION

Alternative Resolution is an informal process, such as mediation or restorative practices, by which the parties mutually agree to resolve an allegation. It may be used for less serious, yet inappropriate, behaviors and is encouraged as an alternative to the Administrative Grievance Process (described below) to resolve conflicts, as appropriate. The parties must consent to the use of Alternative Resolution.

The Title IX Coordinator determines whether Alternative Resolution is appropriate, based on the willingness of the parties, the nature of the conduct at issue, and the susceptibility of the conduct to Alternative Resolution.

In an Alternative Resolution, a trained administrator or third party facilitates communication among the parties to an effective resolution, if possible. Institutionally imposed sanctions are not possible as the result of an Alternative Resolution process, though the parties may agree to accept sanctions and/ or appropriate remedies.

The Title IX Coordinator maintains records of any resolution that is reached, and failure to abide by the resolution can result in appropriate enforcement actions.

Alternative Resolution is not typically the primary resolution mechanism used to address reports of violent behavior of any kind or in other cases of serious violations of policy, though similarly structured conversations may be made available after the Administrative Grievance Process is completed should the parties and the Title IX Coordinator believe it could be beneficial. The results of Alternative Resolution are not appealable.

### II. RESPONDENT ACCEPTS RESPONSIBILITY FOR ALLEGED VIOLATIONS

The Respondent may accept responsibility for all or part of the alleged policy violations at any point during the Grievance Process. If the Respondent accepts responsibility, the Title IX Coordinator determines that the individual is in violation of School policy.

The Title IX Coordinator then determines appropriate sanction(s) or responsive actions, which are promptly implemented in order to effectively stop the harassment, discrimination, and/or retaliation; prevent its recurrence; and remedy the effects of the conduct, both on the Complainant and the community.

If the Respondent accepts responsibility for all of the alleged policy violations and the Title IX Coordinator or designee has determined appropriate sanction(s) or responsive actions, to which the Respondent agrees, and which are promptly implemented, the process is over. The Complainant will be informed of this outcome.

If the Respondent accepts responsibility for some of the alleged policy violations and the Title IX Coordinator has determined appropriate sanction(s) or responsive actions, to which the Respondent agrees, and which are promptly implemented for those violations, then the remaining allegations will continue to be investigated and resolved through Administrative Resolution. The parties will be informed of this outcome. The parties are still able to seek Alternative Resolution on the remaining allegations, subject to the stipulations above.

### B. ADMINISTRATIVE RESOLUTION VIA AN INVESTIGATION AND HEARING

Administrative Resolution can be pursued at any time during the process for any behavior for which the Respondent has not accepted responsibility that would constitute conduct covered by the Equal Opportunity, Harassment, and Nondiscrimination Policy if proven. Administrative Resolution starts with a thorough, reliable, and impartial investigation.

If Administrative Resolution is initiated, the Title IX Coordinator will provide written notification of the investigation to the parties at an appropriate time during the investigation. Typically, notice is given at least 48 hours in advance of an interview. Advanced notice facilitates the parties' ability to identify and choose an Advisor, if any, to accompany

them to the interview.

Notification will include a meaningful summary of the allegations, will be made in writing, and may be delivered by one or more of the following methods: in person or emailed to the parties' School-issued or designated email account.

Once emailed and/or received in person, notice will be presumptively delivered. The notification will include the policies allegedly violated, if known at the time. Alternatively, the policies allegedly violated can be provided at a later date, in writing, as the investigation progresses and details become clearer.

The School aims to complete all investigations within a sixty (60) business-day time period, which can be extended as necessary for appropriate cause by the Title IX Coordinator, with notice to the parties as appropriate. Investigations can take weeks or even months, depending on the nature, extent, and complexity of the allegations, availability of witnesses, police involvement, etc.

Once the decision is made to commence an investigation, the Title IX Coordinator appoints Pool members to conduct the investigation, usually within five (5) business days of determining that an investigation should proceed.

The Title IX Coordinator will vet the assigned Investigator to ensure impartiality by ensuring there are no conflicts of interest or disqualifying bias.

The parties may, at any time during the Grievance Process, raise a concern regarding bias or conflict of interest, and the Title IX Coordinator will determine whether the concern is reasonable and supportable. If so, another Investigator will be assigned and the impact of the bias or conflict, if any, will be remedied. If the bias or conflict relates to the Title IX Coordinator, concerns should be raised with the Director.

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

The School may undertake a short delay in its investigation (several days to weeks, to allow evidence collection) when criminal charges based on the same behaviors that invoke the School's Grievance Process are being investigated by law enforcement. The School will promptly resume its investigation and Grievance Process once notified by law enforcement that the initial evidence collection process is complete.

School actions are not typically altered or precluded on the grounds that civil or criminal charges involving the underlying incident(s) have been filed or that criminal charges have been dismissed or reduced.

Investigations involve interviewing all relevant parties and witnesses; obtaining available, relevant evidence; and identifying sources of expert information, as necessary.

All parties have a full and fair opportunity, through the investigation process, to suggest witnesses and questions, to provide evidence, and to fully review and respond to all evidence on the record.

### 6. INVESTIGATION

The Investigators typically take the following steps, if not already completed (not necessarily in this order):

- Determine the identity and contact information of the Complainant.
- In coordination with School officials (e.g., the Title IX Coordinator), initiate or assist with any necessary supportive measures.
- Identify all policies implicated by the alleged misconduct.
- Assist the Title IX Coordinator with conducting an initial assessment to determine whether there is reasonable cause to believe the Respondent has violated policy.
- If there is insufficient evidence to support reasonable cause, the process is closed with no further action.
- Commence a thorough, reliable, and impartial investigation by developing a strategic investigation plan, including a witness list, evidence list, intended investigation timeframe, and order of interviews for all parties and witnesses.
- Meet with the Complainant to finalize their statement, if necessary.

- Prepare the initial Notice of Investigation and Allegations (NOIA) on the basis of the initial assessment. Notice may be one step or multiple steps, depending on how the investigation unfolds, and potential policy violations may be added or dropped as more is learned. Investigators will update the NOIA accordingly and provide it to the parties.
- Notice should inform the parties of their right to have the assistance of an Advisor of their choosing present for all meetings attended by the advisee.
- When formal notice is given, it should provide the parties with a written description of the alleged violation(s), a list of all policies allegedly violated, a description of the applicable procedures, and a statement of the potential sanctions/responsive actions that could result.
- Give an instruction to the parties to preserve any evidence that is directly related to the allegations.
- Provide the parties and witnesses with an opportunity to review and verify the Investigator's summary notes from interviews and meetings with that specific party or witness.
- Make good faith efforts to notify each party of any meeting or interview involving another party, in advance when possible.
- Interview all relevant individuals and conduct follow-up interviews as necessary.
- Allow each party the opportunity to suggest questions they wish for the Investigator to ask the other party and witnesses.
- Complete the investigation promptly and without unreasonable deviation from the intended timeline.
- Provide regular status updates to the parties throughout the investigation.
- Prior to the conclusion of the investigation, summarize for the parties the list of witnesses whose information will be used to render a finding.
- Write a comprehensive investigation report fully summarizing the investigation and all evidence.
- Provide the parties with a copy of the draft investigation report when it is completed, including all relevant evidence, analysis, credibility assessments, and recommended finding(s).
- Provide each party with a full and fair opportunity to respond to the report in writing within five (5) business days and incorporate that response, if any, into the report.
- Investigators may choose to respond in writing in the report to the responses of the parties, and/or to share the responses between the parties for their responses, while also ensuring that they do not create a never-ending feedback loop.
- Share the report with the Title IX Coordinator or legal counsel for review and feedback.
- Gather, assess, and synthesize evidence without making a finding, conclusion, determination, or recommendation.
- Provide the final report to the Title IX Coordinator.

### 7. DETERMINATION

Within four (4) business days of receiving the Investigator's recommendation, a trained Decision-Maker reviews the report and all responses, and then makes the final determination on the basis of the preponderance of the evidence.

If the record is incomplete, the Decision-Maker may direct a re-opening of the investigation, or may direct or conduct any additional inquiry necessary, including informally meeting with the parties or any witnesses, if needed.

The investigation recommendation, if any, should be strongly considered but is not binding on the Decision- Maker. The Decision-Maker may invite and consider impact and/or mitigation statements from the parties if and when determining appropriate sanction(s), if any.

### 8. ADDITIONAL DETAILS OF THE INVESTIGATION PROCESS

#### A. WITNESS RESPONSIBILITIES

Witnesses (as distinguished from the parties) who are School faculty or staff are required to cooperate with and participate in the School's investigation and Grievance Process. Failure of a witness to cooperate with and/or participate in the investigation or Grievance Process constitutes a violation of Policy and may be subject to discipline.

### B. REMOTE PROCESSES

Parties and witnesses may be interviewed remotely by phone, video conferencing, or similar technologies if the Investigator and/or Decision-Maker determine that timelines, efficiency, or other causes dictate a need for remote interviewing. Witnesses may also provide written statements in lieu of interviews, or respond to questions in writing, if deemed appropriate by the Investigator, though this approach is not ideal. When remote technologies are used, the School makes reasonable efforts to ensure privacy and ensures that any technology does not work to the detriment of any party or subject them to unfairness.

### C. RECORDING

No unauthorized audio or video recording of any kind is permitted during the Grievance Process, including investigation interviews. If the Investigator elects to audio and/or video record interviews, all involved parties must be made aware of and consent to audio and/or video recording.

### D. EVIDENCE

Any evidence that is relevant and credible may be considered, including an individual's prior misconduct history as well as evidence indicating a pattern of misconduct, subject to the limitation in (E) below. The process should exclude irrelevant or immaterial evidence and may disregard evidence lacking in credibility or that is improperly prejudicial.

### E. PRIOR SEXUAL HISTORY/PATTERNS

Unless the Decision-Maker determines it is appropriate, the investigation and the finding do not consider: (1) incidents not directly related to the possible violation(s), unless they evidence a pattern; (2) the irrelevant sexual history of the parties (though there may be a limited exception made with regard to the sexual history between the parties); (3) irrelevant character evidence.

### F. PREVIOUS ALLEGATIONS/VIOLATIONS

While previous conduct violations by the Respondent are not generally admissible as information supporting the current allegation, the Investigator may supply the Decision-Maker with information about previous good faith allegations and/or findings when that information suggests potential pattern and/or predatory conduct.

If the School uses a progressive discipline system, previous disciplinary action of any kind involving the Respondent may be considered in determining the appropriate sanction(s).

Character witnesses or evidence may be offered. The investigation and hearing will determine if the character evidence is relevant. If so, it may be considered. If not, it will be excluded.

### G. NOTIFICATION OF OUTCOME

If the Respondent admits to the violation(s), or is found in violation, the Title IX Coordinator, in consultation with relevant School officials, determines sanction(s) and/or responsive actions, which are promptly implemented in order to effectively stop the harassment, discrimination, and/or retaliation; prevent its recurrence; and remedy the effects of the discriminatory conduct, both on the Complainant and the community.

The Title IX Coordinator informs the parties of the determination within four (4) business days of the resolution, ideally simultaneously, but without significant time delay between notifications. Notifications are made in writing and may be delivered by one or more of the following methods: in person or emailed to the parties' School-issued or designated email account. Once emailed and/or received in person, notice is presumptively delivered.

The Notification of Outcome specifies the finding for each alleged policy violation, any sanction(s) that may result which the School is permitted to share pursuant to state or federal law, and the rationale supporting the findings to the extent the School is permitted to share under state or federal law.

The notice will detail when the determination is considered final (See Section 11) and will detail any changes that are made prior to finalization.

Unless based on an acceptance of violation by the Respondent, the determination may be appealed by either party. The Notification of Outcome also includes the grounds on which the parties may appeal and the steps the parties may take to request an appeal of the findings. More information about the appeal procedures can be found in Section 11.

## 9. SANCTIONS

Factors considered when determining a sanction/responsive action may include, but are not limited to:

- The nature, severity of, and circumstances surrounding the violation(s)
- The Respondent's disciplinary history
- The need for sanctions/responsive actions to bring an end to the discrimination, harassment, and/or retaliation
- The need for sanctions/responsive actions to prevent the future recurrence of discrimination, harassment, and/or retaliation
- The need to remedy the effects of the discrimination, harassment, and/or retaliation on the Complainant and the community
- The impact on the parties
- Any other information deemed relevant by the Decision-Maker

The sanctions will be implemented as soon as is feasible, either upon the outcome of any appeal or the expiration of the window to appeal without an appeal being requested.

The sanctions described in this Policy are not exclusive of, and may be in addition to, other actions taken, or sanctions imposed, by external authorities.

If it is later determined that a party or witness intentionally provided false or misleading information, that action could be grounds for re-opening a Grievance Process at any time, and/or referring that information to another process for resolution.

### A. FUTURE PROFESSIONAL SANCTIONS

The following are the common sanctions that may be imposed upon Future Professionals singly or in combination:

- *Coaching:* A formal statement that the conduct was unacceptable and a warning that further violation of any School policy, procedure, or directive will result in more severe sanctions/responsive actions.
- *Suspension:* Termination of Future Professional status for a definite period of time not to exceed two years and/or until specific criteria are met.
- *Termination:* Permanent termination of Future Professional status and revocation of rights to be on campus for any reason or to attend School-sponsored events.
- *Other Actions:* In addition to or in place of the above sanctions, the School may assign any other sanctions as deemed appropriate.

### B. EMPLOYEE SANCTIONS/RESPONSIVE/CORRECTIVE ACTIONS

Responsive actions for an employee who has engaged in harassment, discrimination, and/or retaliation include:

- *Verbal or Written Warning*
- *Performance Improvement Plan/Management Process*
- *Enhanced Supervision, Observation, or Review*
- *Required Counseling*
- *Required Training or Education*
- *Probation*
- *Denial of Pay Increase/Pay Grade*
- *Loss of Oversight or Supervisory Responsibility*
- *Demotion*
- *Transfer*
- *Reassignment*

- *Assignment to New Supervisor*
- *Restriction of Stipends and/or Professional Development Resources*
- *Suspension/Administrative Leave with Pay*
- *Suspension/Administrative Leave without Pay*
- *Termination*
- *Other Actions: In addition to or in place of the above sanctions/responsive actions, the School may assign any other responsive actions as deemed appropriate.*

10. WITHDRAWAL OR RESIGNATION WHILE CHARGES ARE PENDING

A. FUTURE PROFESSIONALS

Should a Future Professional withdraw with unresolved allegations pending, the School may place a hold, bar access to an official School record, and/or prohibit graduation as necessary to permit the Grievance Process to be completed.

B. EMPLOYEES

Should an employee resign with unresolved allegations pending, the records of the Title IX Coordinator will reflect that status, and any School responses to future inquiries regarding employment references for that individual will include the former employee's unresolved status and whether the employee is eligible for rehire.

11. APPEALS

All requests for appeal consideration must be submitted in writing to the Title IX Coordinator within five (5) business days of the delivery of the written finding of the Decision-Maker.

An Appeal Decision-Maker will be designated by the Title IX Coordinator and they will not have previously been involved in the process. Any party may appeal, but appeals are limited to the following grounds:

- A procedural error or omission occurred that significantly impacted the outcome (e.g., substantiated bias, material deviation from established procedures, failure to correctly apply the evidentiary standard).
- To consider new evidence, unknown or unavailable during the investigation, that could substantially impact the original finding or sanction. A summary of this new evidence and its potential impact must be included in the appeal.

When any party requests an appeal, the Title IX Coordinator will share the appeal request with all other parties or other appropriate persons such as the Investigator, who may file a response within five (5) business days.

Another party may also bring their own appeal on separate grounds.

If new grounds are raised, the original appealing party will be permitted to submit a written response to these new grounds within five (5) business days. These responses or appeal requests will be shared with each party. The Appeal Chair will review the appeal request(s) within seven (7) business days of completing the pre-appeal exchange of materials. If grounds are not sufficient for an appeal, or the appeal is not timely, the Appeal Chair dismisses the appeal.

When the Appeal Chair finds that at least one of the grounds is met by at least one party, additional principles governing the review of appeals include the following:

- Decisions by the Appeal Chair are to be deferential to the original decision, making changes to the finding only when there is clear error and to the sanction(s)/responsive action(s) only if there is compelling justification to do so.
- Appeals are not intended to be full re-hearings (de novo) of the allegation(s). In most cases, appeals are confined to a review of the written documentation or record of the investigation and pertinent documentation regarding the grounds for appeal.
- An appeal is not an opportunity for the Appeal Chair to substitute their judgment for that of the original Investigator or Decision-Maker merely because they disagree with the finding and/or sanction(s).

- Appeals granted based on new evidence should normally be remanded to the Investigator for reconsideration. Other appeals should be remanded at the discretion of the Appeal Chair.
- Sanctions imposed as the result of the Administrative Resolution are implemented immediately unless the Title IX Coordinator stays their implementation in extraordinary circumstances, pending the outcome of the appeal.
- All parties will be informed in writing within seven (7) business days of the outcome of the appeal without significant time delay between notifications, and in accordance with the standards for Notice of Outcome as defined above.
- Once an appeal is decided, the outcome is final; further appeals are not permitted, even if a decision or sanction is changed on remand.
- In rare cases when a procedural error cannot be cured by the original Investigator and/or Title IX Coordinator/Decision-Maker (as in cases of bias), the Appeal Chair may recommend a new investigation and/or Administrative Grievance Process, including a new Decision-Maker.
- The results of a new Administrative Grievance Process can be appealed once, on any of the three applicable grounds for appeals.
- In cases in which the appeal results in Respondent's reinstatement to the School or resumption of privileges, all reasonable attempts will be made to restore the Respondent to their prior status, recognizing that some opportunities lost may be irreparable.

### 12. LONG-TERM REMEDIES/ACTIONS

Following the conclusion of the Grievance Process, and in addition to any sanctions implemented, the Title IX Coordinator may implement additional long-term remedies or actions with respect to the parties and/or the institutional community that are intended to stop the harassment, discrimination, and/or retaliation; remedy the effects; and prevent reoccurrence.

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

- Referral to counseling and health services
- Education to the individual and/or the community
- Permanent alteration of work arrangements for employees
- Climate surveys
- Policy modification and/or training
- Provision of transportation assistance
- Implementation of long-term contact limitations between the parties
- Implementation of adjustments to academic deadlines, course schedules, etc.

At the discretion of the Title IX Coordinator, certain long-term support or measures may also be provided to the parties even if no policy violation is found.

When no policy violation is found, the Title IX Coordinator will address any remedies the School owes the Respondent to ensure no effective denial of educational access.

The School will maintain the confidentiality of any long-term remedies/actions/measures, provided confidentiality does not impair the School's ability to provide these services.

### 13. FAILURE TO COMPLETE SANCTIONS/COMPLY WITH INTERIM AND LONG-TERM REMEDIES/RESPONSIVE ACTIONS

All Respondents are expected to comply with conduct sanctions, responsive actions, and corrective actions within the timeframe specified by the Title IX Coordinator.

Failure to abide by the sanction(s)/action(s) imposed by the date specified, whether by refusal, neglect, or any other reason, may result in additional sanction(s) and responsive/corrective action(s), including suspension and/or termination from the School. Supervisors are expected to enforce completion of sanctions/responsive actions for their employees.

A suspension will only be lifted when compliance is achieved to the satisfaction of the Title IX Coordinator.

### 14. RECORDKEEPING

In implementing this Policy, records of all allegations, investigations, resolutions, and hearings will be kept by the Title IX Coordinator indefinitely, or as required by state or federal law or institutional policy.

### 15. STATEMENT OF THE RIGHTS OF THE PARTIES (SEE APPENDIX B)

### 16. DISABILITY ACCOMMODATION IN THE GRIEVANCE PROCESS

The School is committed to providing reasonable accommodations and support to qualified Future Professionals, employees, or others with disabilities to ensure equal access to the School's Grievance Process. Anyone needing such accommodations or support should contact the ADA/504 Coordinator, who will review the request and, in consultation with the person requesting the accommodation and the Title IX Coordinator, determine which accommodations are appropriate and necessary for full participation in the process.

### 17. REVISION

These policies and procedures will be reviewed and updated annually by the Title IX Coordinator. The School reserves the right to make changes to this document as necessary and once those changes are posted online, they are in effect.

The Title IX Coordinator may make minor modifications to these procedures that do not materially jeopardize the fairness owed to any party, such as to accommodate summer schedules.

The Title IX Coordinator may also vary procedures materially with notice (on the School's website, with the appropriate effective date identified) upon determining that changes to law or regulation require policy or procedural alterations not reflected in this policy and procedure.

Procedures in effect at the time of the resolution will apply to resolution of incidents, regardless of when the incident occurred.

Policy in effect at the time of the offense will apply even if the policy is changed subsequently but prior to resolution unless the parties consent to be bound by the current policy.

If government regulations change in a way that impacts this document, this document will be construed to comply with the most recent government regulations.

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

This Policy and procedure was implemented on August 17, 2022.

## APPENDIX D: ATIXA RECORD MAINTENANCE AND ACCESS MODEL POLICY

### POLICY SCOPE

This policy covers records maintained in any medium that are created pursuant to the School's Protected Class Nondiscrimination Policy and Procedures and/or the regular business of the School's Title IX Office. All such records are considered private or confidential by the Title IX Office, in accordance with FERPA and the directive from the Department of Education to maintain the confidentiality of records related to Title IX. These records may be shared internally with those who have a legitimate educational interest and will be shared with the parties to a complaint under applicable state and/or federal law, including the Title IX regulations, FERPA, and/or the Clery Act/VAWA § 304. The Title IX Coordinator controls the dissemination and sharing of any records under its control.

### TYPES OF RECORDS COVERED UNDER THIS POLICY

Records pertaining to the Grievance Process. These records include, but are not limited to:

- Documentation of notice to the institution including incident reports
- Anonymous reports later linked to a specific incident involving known parties
- Any documentation supporting the initial assessment

- Investigation-related evidence (e.g., physical and documentary evidence collected and interview transcripts)
- Dismissal-related documentation
- Documentation related to the Grievance Process
- The final investigation report
- Remedy-related documentation
- Supportive measures-related documentation
- Hearing recordings and records
- Appeal-related documentation
- Informal Resolution records
- Notices of Outcome
- Records documenting that the School's response was not deliberately indifferent
- Any other records typically maintained by the Recipient as part of the case file

Specific examples of records pertaining to the Grievance Process may include, but are not limited to anonymous reports later identified; intake documentation; incident reports; the written complaint; the names of the Complainant, the Respondent; any witnesses; any relevant statements or other evidence obtained; interview notes or transcripts; timelines, flowcharts and other forms used in the investigation process; witness lists, correspondence, telephone logs, evidence logs, and other documents related to the processing of an investigation; correspondence relating to the substance of the investigation; supportive measures implemented on behalf of the Complainant or Respondent; actions taken to restrict/remove the Respondent; correspondence with the parties; medical, mental health, medical, and forensic record evidence obtained with consent during the course of the investigation; police reports; expert sources used in consideration of the evidence; documentation of outcome and rationale; correspondence and documentation of the appeals process; documentation of any sanctions/discipline resulting from the Grievance Process; and documentation of reported retaliatory behavior as well as all actions taken to address these reports.

**Drafts and Working Files:** Preliminary drafts and "working files" are not considered records that must be maintained by the School, and these are typically destroyed during the course of an investigation or at the conclusion of the Grievance Process. They are preliminary versions of records and other documents that do not state a final position on the subject matter reviewed or are not considered to be in final form by their creator and/or the Title IX Coordinator. An example of a "working file" would be the Investigator notes made during one interview with topics the Investigator wants to revisit in subsequent interviews. Sole possession records maintained as such in accordance with FERPA are also included in this category. All drafts of investigation reports shared with the parties are maintained.

**Attorney Work-Product:** Communications from the Title IX Office or its designees with the School's legal counsel may be work-product protected by attorney-client privilege. These communications are not considered records to be maintained by the Title IX Office or accessible under this policy unless the Title IX Coordinator, in consultation with legal counsel as necessary, determines that these communications should be included as accessible records.

## RECORD STORAGE

Records may be created and maintained in different media formats; this policy applies to all records, irrespective of format. All records created pursuant to the Policy, as defined above, must be stored in digital and/or paper format. The complete file must be transferred to the Title IX Office within fourteen (14) business days of resolution of the complaint (including any appeal), if the file is not already maintained within the Title IX Office. Security protocols must be in place to preserve the integrity and privacy of any parts of any record that are maintained in the Title IX Office during the pendency of an investigation.

The Title IX Office will store all records created pursuant to the Policy, regardless of the identities of the parties. Parallel records should not be maintained by other School officials. Any extra (non-essential) copies of the records (both digital and paper) must be destroyed.

A copy of records showing compliance with Clery Act requirements by Title IX personnel will be maintained along with the case file in the Title IX Office.

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

### RECORD RETENTION

All records created and maintained pursuant to the Policy must be retained indefinitely by the Title IX Office unless destruction or expungement is authorized by the Title IX Coordinator, who may act under their own discretion, or in accordance with a duly executed and binding settlement of claim, and/or by court or government order.

### RECORD ACCESS

Access to records created pursuant to the Policy or housed in the Title IX Office is strictly limited to the Title IX Coordinator and any individual the Coordinator authorizes in writing, at their discretion. Those who are granted broad access to the records of the Title IX Office are expected to only access records pertinent to their scope or work or specific assignment. Anyone who accesses such records without proper authorization may be subject to an investigation and possible discipline/sanction. The discipline/sanction for unauthorized access of records covered by this policy will be at the discretion of the appropriate disciplinary authority, consistent with other relevant School policies and procedures.

Future Professional parties may request access to their case file. The School will provide access or a copy within 45 days of the request. Appropriate redactions of personally identifiable information may be made before inspection or any copy is shared.

During the investigation, materials may be shared with the parties using secure file transmission software. Any such file will be watermarked by the Title IX Office before being shared, with the watermark identifying the role of the recipient in the process (Complainant, Respondent, Hearing Decision-Maker, Complainant's Advisor, etc.).

### RECORD SECURITY

The Title IX Coordinator is expected to maintain appropriate security practices for all records, including password protection; lock and key; and other barriers to access as appropriate. Record security should include protection from flood, fire, and other potential emergencies. Clothing, forensic, and other physical evidence should be securely stored. All physical evidence will be maintained in a facility that is reasonably protected from flood and fire. A catalog of all physical evidence will be retained with the case file.

BASED ON THE ATIXA 2021 TWO POLICIES, ONE PROCEDURE MODEL.
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**FOOTNOTES**

[1]Some states have enacted requirements for providing the option to submit an anonymous report. Consult with legal counsel to determine if your state has such a requirement.

[2]For the purpose of this Policy, privacy means that information related to a complaint will be shared with a limited number of School employees who "need to know" in order to assist in the assessment, investigation, and resolution of the complaint. All employees who are involved in the School's response to notice under this Policy receive specific training and guidance about sharing and safeguarding private information in accordance with state and federal law. The privacy of Future Professional education records will be protected in accordance with the Family Educational Rights and Privacy Act (FERPA), as outlined in the School's Student Right of Access/FERPA policy. The privacy of employee records will be protected in accordance with Human Resources policies.

[3]20 U.S.C. 1232g

[4]34 C.F.R. § 99

[5]This includes the School's employees' work environment.

[6]This definition of hostile environment is based on Federal Register / Vol. 59, No. 47 / Thursday, March 10, 1994: Department of Education Office for Civil Rights, Racial Incidents and Harassment Against Students at Educational Institutions Investigative Guidance.

[7]This includes gender identity, gender expression, sexual orientation, and sex stereotypes.

[8]Implicitly or explicitly.

[9]Unwelcomeness is subjective and determined by the Complainant (except when the Complainant is younger than the age of consent). Severity, pervasiveness, and objective offensiveness are evaluated based on the totality of the circumstances from the perspective of a reasonable person in the same or similar circumstances ("in the shoes of the Complainant"), including the context in which the alleged incident occurred and any similar, previous patterns that may be evidenced. This definition is broad enough to potentially encompass forms of sex-based disparate treatment, even if not harassing in nature.

[10]A "sexual act" is specifically defined by federal regulations to include one or more of the following:

**Rape:**

- Penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person,
- without their consent,
- including instances where they are incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.

**Sodomy:**

- Oral or anal sexual intercourse with a Complainant,
- forcibly, and/or
- against their will (non-consensually), or
- not forcibly or against their will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.

**Sexual Assault with an Object:**

- The use of an object or instrument to penetrate,
- however slightly,
- the genital or anal opening of the body of the Complainant,
- forcibly, and/or
- against their will (non-consensually), or
- not forcibly or against their will in instances in which the Complainant is incapable of giving consent because of age or because of temporary or

**Fondling:**

- The **intentional** touching of the **clothed or unclothed genitals, buttocks, groin, breasts, or other** body parts **of the Complainant by the Respondent**
    - without the consent **of the Complainant**
    - for the purpose of **sexual degradation**, sexual gratification, **or sexual humiliation**
- Or the Respondent caused or directed the Complainant's **intentiona**l touching **of the Respondent's clothed or unclothed genitals, buttocks, groin, breasts, or other** body parts
    - without consent of the Complainant
    - for the purpose of **sexual degradation**, sexual gratification, **or sexual humiliation**

[11]This would include having another person touch you sexually, forcibly, and/or without consent.

[12]34 U.S.C. 12291 defines "economic abuse" in the context of dating violence and domestic violence, as,

- behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability,
- to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, or manipulation to:
    - restrict a person's access to money, assets, credit, or financial information;
    - unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage; or
    - exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has a fiduciary duty.

[13]To categorize an incident as Domestic Violence under this Policy, the relationship between the Respondent and the Complainant must be more than just two people living together as roommates. The people cohabitating must be current or former spouses or have an intimate relationship.

[14]34 U.S.C. 12291 provides that "any form of technology" includes but is not limited to: internet enabled devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.

[15]The state definition of consent is [ ], which is applicable to criminal prosecutions for sex offenses in [State] but may differ from the definition used by the School to address policy violations.

[16]Bondage, discipline/dominance, submission/sadism, and masochism.

[17]The School's Anti-Bullying Policy prohibits bullying not covered by this policy.

[18] VAWA is the Violence Against Women Act, enacted in 1994 and codified in part at 42 U.S.C. sections 13701 through 14040.

[19]Anywhere this procedure indicates "Title IX Coordinator," the School may substitute a trained designee.

[20]Disability discrimination complaints involving Future Professionals will be processed using the School Policies and Procedures for Students with Disabilities.

[21]If circumstances require, the Director, Managing Owner, or Title IX Coordinator will designate another person to oversee the Grievance Process should an allegation be made about the Coordinator or the Coordinator be otherwise unavailable, unable to fulfill their duties, or have a conflict of interest.

[22]Per the 2020 Title IX regulations, recipients are prohibited from Informal Resolution of a complaint by a Future Professional against an employee.

[23]These dismissal requirements are mandated by the 2020 Title IX Regulations, 34 CFR §106.45.

[24]Such a Complainant is still entitled to supportive measures, but the Formal Grievance Process is not applicable unless the Title IX Coordinator signs the complaint in the event the Complainant cannot/will not do so.

[25] "Available" means the party cannot insist on an Advisor who simply does not have inclination, time, or availability. Also, the Advisor cannot have conflicting roles, such as being a Title IX Coordinator who has an active role in the matter, or a supervisor who must monitor and implement sanctions.

[26]Subject to the state law provisions or School policy above.

[27]This is being provided for informational purposes and does not constitute the School's endorsement of any of the external individuals/organizations listed.

[28]The parties may not want discussions that take place within Informal Resolution to be admissible in a later Formal Grievance Process, but essential facts must and do transfer from the informal process to the formal. Disclosing something in an informal setting to shield it from formal admissibility is a cynical strategy, so the School will take care in determining the terms of any assurances of the confidentiality of the Informal Resolution.

[29]External, trained, third-party, neutral professionals may also be used to serve in Pool roles.

[30]Unless an expedited hearing is agreed to by all parties.

[31]The final investigation report may be shared using electronic means that preclude downloading, forwarding, or otherwise sharing

[32]34 C.F.R. § 668.46(k)(3)(B)(3) requires "timely and equal access to the accuser, the accused, and appropriate officials to any information that will be used during informal and formal disciplinary meetings and hearings."

[33]If not conflicted out by previous involvement, the Title IX Coordinator may serve as the hearing facilitator/case manager.

[34]All references herein to a Title IX Coordinator also include a designee of the Title IX Coordinator.

[35]If circumstances require, the Director, Managing Owner, or Title IX Coordinator will designate another person to oversee the process below should an allegation be made about the Coordinator or the Coordinator be otherwise unavailable or unable to fulfill their duties.

[36]This could include an attorney, advocate, or support person. Witnesses are not entitled to Advisors within the process, though they can be advised externally..

[37]"Available" means the party cannot insist on an Advisor who simply doesn't have inclination, time, or availability. Also, the Advisor cannot have institutionally conflicting roles, such as being a Title IX administrator who has an active role in the matter, or a supervisor who must implement and monitor sanctions.

## ANTI-HAZING POLICY

In accordance with the Stop Campus Hazing Act, the School strongly opposes hazing in all forms and it prohibits all hazing activities as defined below. If a student or group of students is found to be in violation of the Anti-Hazing policy, they may face disciplinary action up to and including termination from the program.

#### PROHIBITED BEHAVIOR

Hazing is Prohibited.

**Hazing is defined as:** is any intentional, reckless, or knowing act committed by a person (whether individually or together with other persons) against another person or persons, regardless of the willingness of the other person(s) to participate that:

Is an explicit or implicit condition of recruitment, admission, or initiation into, affiliation with, or new or continued membership status within a group, organization, or academic group or cohort. Hazing may take many forms, but may be one of the following or similar behavior

- Causes, encourages, or compels another person to engage in any activity that could reasonably be perceived as likely to create a risk of mental, physical, or emotional distress or harm; examples include but are not limited to:
    - Undertake acts of servitude or menial tasks;
    - Undergo undue financial expenditures;
    - Engage in acts relevant to those of the group (for example practice or training activities), but in a manner that a reasonable person would consider excessive or dangerous;
    - Abuse, humiliate, degrade, or taunt another person or persons.
    - Whipping, beating, striking, electronic shocking, placing a harmful substance on someone's body with the intent to cause harm;
    - Causing, coercing, or inducing sleep deprivation, exposure to the elements, confinement to a small space, extreme calisthenics;
    - Causing, coercing, or inducing another person to engage or perform sexual acts (note: in certain circumstances the Nondiscrimination Policy prohibiting sex based harassment, including sexual assault, fondling and more, may be implicated by this type of hazing activity);

    - Any activity against another person that includes a criminal violation of local, State, Federal, or Tribal law, or requires, induces, or causes another person to perform a duty or task that involves a criminal violation of local, State, Tribal, or Federal law;
    - Involves any of the following:
        - Consumption of alcohol or drugs;
        - Consumption of unpalatable substances, or palatable substances to excess;
        - Damage to or theft of property, or any other illegal act;
        - Violation of any University policy.
- Subjects any other person (including an existing member or cohort of existing members of the group) to any of the above activities.

Hazing can occur on or off campus, in person or in virtual settings. The individual subjected to hazing does not need to regard or identify the act as hazing. The fact that an individual does not object to and/or appears willing to participate in the activity, does not signify the conduct is not hazing.

**HOW TO REPORT HAZING**

If you know of or suspect hazing, all reports of known or suspected hazing are to be made to the Director.

**INVESTIGATION PROCESS AND PROCEDURES FOR HAZING**

The School will use the published Grievance Procedure and may independently investigate reports of hazing under that policy. Please note that the Amicable Conclusion option under the published Grievance Procedure may not be available depending on the facts and circumstances surrounding the reported behavior, in the sole discretion of the Director or designee.

**GENERAL INFORMATION ON HAZING**

EXAMPLES OF HAZING

Joining a group should never involve:

- sleep deprivation
- eating gross stuff
- acts of exertion
- isolation from the group
- acts of servitude
- alcohol

CONTEXT MATTERS

Note: while some behaviors constitute hazing regardless of context (e.g., paddling, use of alcohol), others depend on the circumstances. For example, participating in a color service as part of the educational program would not be hazing, but requiring new members of a student club to receive a specific haircut/style that is unwanted could constitute hazing.

Hazing can result in a range of sanctions against organizations and individuals that range from educational interventions to suspension or expulsion.

SCHOOL REPORTING

In the event that a School finds that hazing has occurred, it will be reported in the Hazing Transparency Report, as required by law.

# ADDENDUMS

## 2026 CATALOG ADDENDUM

Paul Mitchell The School Rapid City requires applicants and students to check for updates to the catalog at paulmitchell.edu/rapidcity.

**REVISED 01/07/26**

CONSTITUTION DAY

**REVISED 01/23/26**

CLASS START DATES

**REVISED 01/28/26**

- ADMISSION REQUIREMENTS - HIGH SCHOOL EDUCATION AND EQUIVALENTS
- ADMISSION PROCEDURES

**REVISED 02/12/26**

SCHOOL ADMINISTRATION

**REVISED 03/17/26**

PROTECTED CLASS NONDISCRIMINATION POLICY AND PROCEDURES

**REVISED 03/18/26**

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

**REVISED 03/25/26**

INSTITUTIONAL REFUND POLICY

**REVISED 04/23/26**

COURSEKEY CHANGED TO MYPORTICO

**REVISED 05/04/26**

ATTENDANCE AND DOCUMENTATION OF TIME

**REVISED 05/07/26**

ADA COORDINATOR UPDATED

**REVISED 05/11/26**

- COSMETOLOGY COST OF TUITION AND SUPPLIES
- ESTHETICS COST OF TUITION AND SUPPLIES
- MASSAGE COST OF TUITION AND SUPPLIES
- NAILS TECHNOLOGY (600 HOURS) COST OF TUITION AND SUPPLIES

**REVISED 05/19/26**

PROFESSIONAL IMAGE (DRESS CODE)

**REVISED 06/25/26**

ADMISSION PROCEDURES

**REVISED 06/29/26**

MASSAGE KIT AND TEXTBOOKS

**REVISED 08/04/26**

NAIL TECHNOLOGY (400 HOURS) COST OF TUITION AND SUPPLIES

**REVISED 10/27/26**

RETENTION AND GRADUATION RATES (IPEDS)