

Resolution Agreement
Paul Mitchell, the School
OCR Case Number 09-16-2368

Paul Mitchell, the School (Recipient), without admitting to any violation of law, agrees to implement this Resolution Agreement (Agreement) in order to resolve the issues identified by the U.S. Department of Education Office for Civil Rights (OCR) under Section 504 of the Rehabilitation Act (Section 504) in the above-referenced complaint.

A. Individual Student

1. By December 1, 2016, the Recipient will offer the Student (XXXXXXXX XXXXXXXX) in writing the opportunity to be readmitted to the school (“School”).
2. The Recipient will reconsider its previous decision denying the Student’s appeal of the School’s termination of his financial aid. The Student will be notified that he can provide current information explaining the basis for his appeal and he will be provided at least 30 days to submit that information. By December 31, 2016, the School will issue a written decision taking into account the additional information and explaining the reasons for granting or denying the Student’s appeal.
3. The Recipient will not reinstate any previous tuition charges or fees, including the “drop-termination fee,” but may charge the Student a pro-rated tuition amount for the remaining hours he needs to complete the program.

B. Written Guidance and Training

1. The Recipient will issue a written guidance memorandum to all administrative and financial aid staff at each of its locations nationwide. The written guidance will state that students with disabilities should not be terminated from the program for excessive absences or for exceeding maximum time frames where the disability was the cause of the absences. The written guidance will emphasize that extended time to complete the Recipient’s program is a reasonable accommodation that should be considered when appropriate. The guidance will also explain how a student’s disability should be considered in deciding an appeal related to a student’s financial aid status. Finally, the guidance will emphasize that while the “maximum time frame” is a concept that applies to financial aid decisions, students are permitted to continue on a cash-pay basis regardless of whether financial aid is terminated.
2. The Recipient will provide in-person training to all administrative and financial aid staff at the Recipient’s Sherman Oaks location regarding the guidance memorandum and all the matters identified in Section B.1.

C. Reporting Requirements

1. On or before December 30, 2016, the Recipient will provide OCR with documentation that it has offered the student readmission to the School, as described in Section A.1.
2. On or before January 31, 2017, if a financial aid appeal is submitted as described in Section A.2, the Recipient will provide OCR with all relevant documentation regarding the appeal, including the appeal, the Recipient's response to the appeal, and documentation showing the Student's current balance with the Recipient.
3. On or before January 31, 2017, the Recipient will submit to OCR a draft of the written guidance memorandum for review and approval as described in Section B.1. Within 30 days of OCR's approval, the Recipient will provide documentation to OCR that the guidance memorandum was issued, including documentation showing who received the memorandum.
4. On or before January 31, 2017, the Recipient will submit to OCR a draft of the training materials for review and approval as described in Section B.2. Within 90 days of OCR's approval, the Recipient will provide documentation to OCR that the training required under Section B.2 was completed, including the date and time of the training, the name of the trainer, and a list of attendees.

The Recipient understands that OCR will not close the monitoring of this agreement until OCR determines that the recipient has fulfilled the terms of this agreement and is in compliance with Section 504 and the regulations that were at issue in this case.

The Recipient understands that by signing this agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this agreement. Further, the Recipient understands that during the monitoring of this agreement, if necessary, OCR may visit the Recipient, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the Recipient has fulfilled the terms of this agreement and is in compliance with Section 504 and the regulations at issue in this case.

The Recipient understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce this Agreement, OCR shall give the Recipient written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

_____/s/_____
Lori Noble
Corporate Director of Compliance
Paul Mitchell Advanced Education

11/10/2016
Date