

**Resolution Agreement**  
Paul Mitchell the School – Sherman Oaks  
OCR Case No. 09-22-2024

In order to resolve the findings of non-compliance made by the U.S. Department of Education, Office for Civil Rights (OCR) in the above-referenced complaint under Section 504 of the Rehabilitation Act of 1973 (Section 504), Paul Mitchell the School-Sherman Oaks (the School) agrees to take the actions outlined in this Resolution Agreement (Agreement).

**I. Student Remedy**

- A. By December 1, 2022, the School will reimburse the Student for \$14.38 hourly charge the Student paid for the 146.8 hours the Student missed from February X, 2020 through March XX, 2020, and will provide OCR with documentation showing that the reimbursement was issued.

**II. Training and Student Catalog**

- A. The School will revise its Catalog to state that Students will engage in an interactive process with the Student to ensure that students will not be charged overtime fees for extensions of a contract end date that occur because a student misses hours due to the student's disability that are documented pursuant to the School's ADA procedures.
- B. The School will provide training regarding the School's obligations to students with disabilities under Section 504 to all staff at the School involved in responding to requests for accommodation or waivers of overtime charges due to disability. The training will emphasize that each student's request for accommodation or waiver of charges must be considered on an individualized basis through an interactive process and that all evidence of the need for a modification or accommodation must be considered.
- C. By September 1, 2022, the School will provide a draft to OCR of the proposed training materials (including the name and the title of the proposed trainer) described in Section II.B for OCR's review and approval. After OCR review and approval of the training materials, the School will provide the training at the School by December 1, 2022. By that date, the School will provide documentation to OCR (e.g., a sign-in sheet or other evidence) showing training attendance by name and title of attendees, a list of any required staff that have not yet been trained, a copy of the materials distributed at the training, the name and title of the trainer(s), and the date of the training.

The School understands that by signing the resolution agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the resolution agreement. Further, the School understands that during the monitoring of the resolution agreement, if necessary, OCR may visit the School, interview staff and students, and

request such additional reports or data as are necessary for OCR to determine whether the School has fulfilled the terms and obligations of the resolution agreement. The School understands that OCR will not close the monitoring of this Agreement until OCR determines that the School has demonstrated compliance with all of the terms of this Agreement and is in compliance with Section 504 and its implementing regulation, 34 C.F.R. Part 104, which were at issue in this case.

The School understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of the resolution agreement and/or the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the School written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

\_\_\_\_\_/s/\_\_\_\_\_

Briana Oborn  
Director  
Paul Mitchell the School Sherman Oaks

\_\_\_\_\_07/25/2022\_\_\_\_\_

Date