

## Enrollment Agreement & Application

This agreement is a legally binding instrument when signed by the student and accepted by the school. This agreement is for the course initialed below:

### “Ayurvedic Wellness Counselor”

October 15, 2018 – October 15 - 2019

In Class - A total of 625 hours (includes classroom hours, online study, virtual classroom study, home study and special projects) are required to complete the course. The course is offered at:

In Milpitas

691 S. Milpitas Blvd, Suite 206, Milpitas, CA 95035

Address where instruction will be provided

**Live Streaming**

Student Initials \_\_\_\_\_

## Policies & Procedures

### Student Complaint Procedure

If a student complaint should arise, they may contact the Academy Manager at (888) 275-9103 or support@keralaayurveda.us. If the student’s complaint is not resolved after speaking to the Academy Manager they may contact the Director of Kerala Ayurveda Academy, Dr. Jayarajan Kodikannath at (888) 275-9103 or director@keralaayurveda.us or at 691 S. Milpitas Blvd, Suite 206, Milpitas, CA 95035.

State of California

A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by calling (888) 370-7589 or by completing a complaint form, which can be obtained on the Bureau's Internet Web site [www.bppe.ca.gov](http://www.bppe.ca.gov).

State of Washington

If the student’s complaint is not resolved after exhausting the institution’s grievance procedure, the student may file a complaint with the Workforce Training and Education Coordinating Board, 128 Tenth Avenue S.W., P.O. Box 43105, Olympia, Washington 98504-3105, (360) 709-4600. This school is licensed under Chapter 28C.10 RCW in the State of Washington.

### Refund and Cancellation Policy

The Student’s Right to Cancel

The student has a right to cancel the enrollment agreement and obtain a refund. A written notice from the student, about the cancellation is required and should be sent to the address below. For specifics related to your refund, refer to the refund table shown below.

Academy Manager

Kerala Ayurveda Academy

691 S. Milpitas Blvd, Suite 206, Milpitas, CA 95035

### Refund Policy – State of California

The registration fee is nonrefundable. The student has the right to cancel the enrollment agreement and obtain a refund of charges paid through attendance at the first class session, or the seventh day after enrollment, whichever is later. There will be no refund if the student decides to withdraw after 60% of the classes (attendance of the 7<sup>th</sup> class) or online modules (accessed 7<sup>th</sup> online module).

Date by which students must exercise their right to cancel:

AWC: November 4, 2018

Student Initials \_\_\_\_\_

Each in-class sessions covers the content of one online module. Refund Requests will be processed based on in-class sessions and online modules accessed (whichever is greater).

A written notice from the students about the cancellation will be required. A telephone call about cancellation or absenteeism will not be considered. In such cases, student will not receive the refund for that period. The refund will be processed within 30 days from the day KAA receives official written notice of cancellation from the student. The refund check will be mailed to the official address of the student. If original payment is by credit card, the refund will be processed on the credit card.

Eligible refunds will not include the applicable interest during the enrollment period.

In case the student decides to withdraw during the program, before the 60% of the classes are over, the following will be the refund calculation:

**Refund Calculation**

Step 1 Deduct \$350 (registration/manual fee) from the total tuition paid

Step 2 Divide the total tuition paid by 11 (number of modules) = ‘tuition per module’

Step 3 Multiply number of classes attended or modules accessed in elearning by ‘tuition per module’

Step 4 Subtract the amount in step 3 from the amount in step 1. This is the refund amount.

**Example:** if the student decides to withdraw after completing 4 In-Class Intensives or live streaming and if he/she has paid the full tuition, the refund will be as follows:

Step 1	\$5600 – \$350	\$5250.00
Step 2	\$5250 / 11	\$477.00
Step 3	4 classes/live streaming * \$477	\$1908.00
Step 4	\$5250 – \$1908	\$3342.00

**Total refund will be: \$3342.00**

Refunds will be issued within 30 days of the date of student notification, or date of school determination (withdrawn due to absences or other criteria as specified in the school catalog), or in the case of a student not returning from an authorized Leave of Absence (LOA), within 30 days of the date the student was scheduled to return from the LOA and did not return.

**Refund Policy – State of Washington**

**Five-Day Cancellation:** An applicant who provides written notice of cancellation within five days (excluding Saturday, Sunday and federal and state holidays) of signing an enrollment agreement is entitled to a refund of all tuition paid. No later than 30 days after receiving the notice of cancellation, the school shall provide a 100% refund of tuition paid excluding nonrefundable tuitions & fees, including course materials.

**Other Cancellations:** An applicant requesting cancellation more than five days after signing an enrollment agreement and making an initial payment, but prior to entering the school, is entitled to a refund of all monies paid (minus an administrative/registration/manual fee of \$250).

**Rejection:** An applicant rejected by the school is entitled to a refund of all monies paid.

Student Initials \_\_\_\_\_

**Termination Policy**

1. If the course is terminated after the student begins classes, the Academy may retain a percentage of the total tuition as described in the table below.
2. The official date of termination of a student shall be the last date of recorded attendance when

withdrawal occurs in any of the following manners:

- a. When the student is terminated for a violation of a published Academy policy which provides for termination; or,
  - b. When a student, without notice, either fails to attend classes or check out course videos for thirty (30) calendar days.
3. A student will be determined to be withdrawn from the institution if the student has not attended any class for three consecutive class weekends. He/she will be notified by telephone after two missed weekends and their termination will be drafted after the third weekend.
  4. For a student who is on authorized Leave of Absence, the withdrawal date is the date the student was scheduled to return from Leave and failed to do so.

**Refund Policy Defined (WA)**

1. The school must refund all money paid if the applicant is not accepted. This includes instances where a starting class is canceled by the school. The school must refund all money paid if the applicant cancels within five business days (excluding Sundays and holidays) after the day the contract is signed or an initial payment is made, as long as the applicant has not begun training.
2. The school may retain an established registration fee equal to ten percent of the total tuition cost, or one hundred dollars, whichever is less, if the applicant cancels after the fifth business day after signing the contract or making an initial payment. A “registration fee” is any fee charged by a school to process student applications and establish a student record system.
3. If training is terminated after the student enters classes, the school may retain the registration fee established under (3) of this subsection, plus a percentage of the total tuition as described in the following table:

If a student completes this amount of training:	The school may keep this percentage of the tuition cost:
One week or up to 10%, whichever is less (attended 1 <sup>st</sup> class or accessed 1 <sup>st</sup> online module)	10%
More than one week or 10%, whichever is less but less than 25% (attended 2 <sup>nd</sup> class or accessed 2 <sup>nd</sup> online module)	25%
25% - 50% (attended 3 <sup>rd</sup> class or accessed 4 <sup>th</sup> or 5 <sup>th</sup> online module)	50%
More than 50% (no refund issued after attending 6 <sup>th</sup> class or accessing 6 <sup>th</sup> module or higher)	100%

1. When calculating refunds, the official date of a student’s termination is the last day of recorded attendance:
  - a. When the school receives notice of the student’s intention to discontinue the training program or,
  - b. When the student is terminated for a violation of a published school policy which provides for termination or,
  - c. When a student, without notice, fails to attend 2 consecutive in-class sessions or, fails to access online modules for ninety calendar days.

Student Initials \_\_\_\_\_

2. All refunds must be paid within thirty calendar days of receiving a completed and signed Kerala Ayurveda official refund request form and the student’s official termination date.
3. Eligible refunds will not include the applicable interest during the enrollment period.

**Example:** if the student decides to withdraw after completing 2 classes or after accessing the 4<sup>th</sup> online module and if he/she has paid the full tuition, the refund will be as follows:

Step 1	\$5600 – \$350	\$5250.00
Step 2	4 of 11 classes attended or modules accessed online 4/11	36%
Step 3	25% through 50% completion = KA retains 50%	\$2625.00
Step 4	\$5250-2625	\$2625.00

**Total refund will be: \$2625**

## Financial Aid

Kerala Ayurveda Academy does not offer state or federal financial aid to students. If a student obtains a loan to pay for an educational program, the student will have the responsibility to repay the full amount of the loan plus interest, less the amount of any refund. If the student has received federal student financial aid funds, the student is entitled to a refund of the monies not paid from federal student financial aid program funds.

If a student is eligible for a loan guaranteed by the federal or state government and the student defaults on the loan, both of the following may occur:

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

## Transferring of Credits & Credentials

"Notice concerning transferability of credits and credentials earned at Kerala Ayurveda Academy"

"The transferability of credits you earn at Kerala Ayurveda Academy is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the certificate you earn in the Ayurvedic Wellness Counselor or the Ayurvedic Wellness Practitioner programs is also at the complete discretion of the institution to which you may seek to transfer. If the certificate 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 Kerala Ayurveda Academy to determine if your certificate will transfer."

"Notice - Any holder of this consumer credit contract is subject to all claims and defenses that the debtor could assert against the seller of the goods or services obtained pursuant hereto or with the proceeds hereof, recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder."

Student Initials \_\_\_\_\_

Kerala Ayurveda Academy does not have a pending petition in bankruptcy, is not operating as a debtor in possession, has not filed a petition within the preceding five years, and has not had a petition in bankruptcy filed against it within the preceding five years that resulted in reorganization under Chapter 11 of the United States Bankruptcy Code (11U.S.C. Sec. 1101 et seu.)

Any questions a student may have regarding this agreement that have not been satisfactorily answered by the institution may be directed to the Bureau for Private Postsecondary Education at 2535 Capital Oaks Drive, Suite 400, Sacramento, CA 95833 (mailing address: PO Box 980818, West Sacramento, CA 95798-0818), [www.bppe.ca.gov](http://www.bppe.ca.gov), toll free (888) 370-7589, FAX: 916-263-1896.

A student or any member of the public may file a complaint about this institution with the Bureau for Private

Postsecondary Education by calling (888) 370-7589 toll-free or by completing a complaint form, which can be obtained on the bureau's internet web site [www.bppe.ca.gov](http://www.bppe.ca.gov).

Any changes in the agreement will not be binding on either the student or the school unless such changes are acknowledged in writing by an authorized representative of the school and by the student or the student's parent or guardian if he/she is a minor.

This agreement is a legally binding instrument when signed by the student and accepted by the school. Your signature on this agreement acknowledges that you have been given reasonable time to read and understand it and that you have been given:

1. A written statement of the refund policy including examples of how it applies and
2. A catalog including a description of the course or educational service, including all the material facts concerning the school and the program or course of instructions which are likely to affect your decision to enroll. Immediately upon signing this agreement, you will be given a copy to retain, and
3. School Performance Fact Sheet (CA)
4. Debt Acknowledgement Notice (WA)

Prior to signing this enrollment agreement, you must be given a Catalog or brochure and a School Performance Fact Sheet. These documents contain important policies and performance data for KAA. KAA is required to have you sign and date the information included in the School Performance Facts Sheet relating to completion rates, placement rates, license examination passage rates, and salaries or wages, prior to signing this agreement.

I certify that I have received the Catalog, School performance Facts Sheet, and information regarding completion rates, placement rates, license examination passage rates, and salary or wage information included in the School Performance Facts sheet, and have signed, initialed, and dated the information provided in the School Performance Facts Sheet.

Student Initials \_\_\_\_\_

### Student Tuition Recovery Fund (STRF) fee (non-refundable) – State of California

"Effective January 1, 2015, the Student Tuition Recovery Fund (STRF) assessment rate will be zero (\$0) per \$1,000. Therefore, all institutions required to collect STRF assessments must stop collecting STRF assessments from students."

"You must pay the state-imposed assessment for the Student Tuition Recovery Fund (STRF) if all of the following applies to you:

1. You are a student in an educational program, who is a California resident, or are enrolled in a residency program, and prepay all or part of your tuition either by cash, guaranteed student loans, or personal loans, and
2. Your total charges are not paid by any third-party payer such as an employer, government program or other payer unless you have a separate agreement to repay the third party.

You are not eligible for protection from the STRF and you are not required to pay the STRF assessment, if either of the following applies:

1. You are not a California resident, or are not enrolled in a residency program, or
2. Your total charges are paid by a third party, such as an employer, government program or other payer, and you have no separate agreement to repay the third party."

(b) In addition to the statement described under subdivision (a) of this section, a qualifying institution shall include the following statement on its current schedule of student charges:

"The State of California created the Student Tuition Recovery Fund (STRF) to relieve or mitigate economic losses suffered by students in educational programs who are California residents, or are enrolled in a residency

programs attending certain schools regulated by the Bureau for Private Postsecondary and Vocational Education.

You may be eligible for STRF if you are a California resident or are enrolled in a residency program, prepaid tuition, paid the STRF assessment, and suffered an economic loss as a result of any of the following:

1. The school closed before the course of instruction was completed.
2. The school's failure to pay refunds or charges on behalf of a student to a third party for license fees or any other purpose, or to provide equipment or materials for which a charge was collected within 180 days before the closure of the school.
3. The school's failure to pay or reimburse loan proceeds under a federally guaranteed student loan program as required by law or to pay or reimburse proceeds received by the school prior to closure in excess of tuition and other costs.
4. There was a material failure to comply with the Act or this Division within 30 days before the school closed or, if the material failure began earlier than 30 days prior to closure, the period determined by the Bureau.
5. An inability after diligent efforts to prosecute, prove, and collect on a judgment against the institution for a violation of the Act."

Questions regarding the STRF may be directed to the Bureau for Private Postsecondary Education at 2535 Capital Oaks Drive, Suite 400, Sacramento, CA 95833 (mailing address: PO Box 980818, West Sacramento, CA 95798-0818), Toll Free: +1 (888) 370-7589, Fax: +1 (916) 263-1896.

Student Initials \_\_\_\_\_

### Student Tuition Recovery Fund – State of Washington

Kerala Ayurveda Academy is in compliance with Washington state tuition recovery fund rules and regulations.

I understand and agree that KAA does not guarantee employment or take responsibility for employment or a career in the field of Ayurveda, or any other health related field, upon completion of the course. I also understand and agree that KAA is not responsible for actions of students and graduates in their Ayurvedic career. I certify that I have the ability to finance my education.

#### NOTICE TO THE BUYER:

Do not sign this agreement before you read it or if it contains any blank spaces. This is a legal instrument. All pages of the contract are binding. You are entitled to an exact copy of the agreement, school catalog and any other papers you sign. You are required to sign a statement acknowledging receipt of those.

If you have not started training, you may cancel this contract by providing written notice of such cancellation to the school at its address shown on the contract. The notice must be postmarked no later than midnight of the fifth business day (excluding Sundays and holidays) following your signing this contract or the written notice may be hand delivered to the school within that time. In the event of dispute over timely notice, the burden to prove service rests on the applicant.

It is unfair business practice for the school to sell, discount, or otherwise transfer this contract or promissory note without the signed written consent of the student or student's parent or guardian if he/she is a minor and a written statement notifying all parties that the cancellation and refund policy continues to apply.

"Effective January 1, 2015, the Student Tuition Recovery Fund (STRF) assessment rate will be zero (\$0) per \$1,000. Therefore, all institutions required to collect STRF assessments must stop collecting STRF assessments from students."

Student Initials \_\_\_\_\_



2015	18	17	6	35%
2016	24	12	4	33%

Student's Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**Initial only after you have had sufficient time to read and understand the information.**

**Job Placement Rates**

*Includes data for the two calendar years prior to reporting*

Calendar Year	Number of Students Who Began Program	Number of Graduates	Graduates Available for Employment	Graduates Employed in the Field	Placement Rate % Employed in the Field
2015	18	6	6	*	*
2016	24	4	4	*	*

You may obtain from the institution a list of the employment positions determined to be in the field for which a student received education and training. To obtain this list, please ask an institutional representative.

***\*The School does not certify students with the intention of job placement. The certification programs are not designed or lead to, nor does the institution make any express or implied claim related to preparing students for, a recognized career, occupation, vocation, job, or job title. The programs are meant to enhance the services of already licensed professionals.***

**Gainfully Employed Categories**

*Includes data for the two calendar years prior to reporting*

**Part-Time vs. Full-Time**

Calendar Year	Graduate Employed in the Field 20-29 Hours Per Week	Graduates Employed in the Field at least 30 Hours Per Week	Total Graduates Employed in the Field
2015	*	*	*
2016	*	*	*

**Single Position vs. Concurrent Aggregated Position**



Calendar Year	Graduate Employed in the Field in a Single Position	Graduates Employed in the Field in Concurrent Aggregated Positions	Total Graduates Employed in the Field
2015	*	*	*
2016	*	*	*

**Self-Employed / Freelance Positions**

Calendar Year	Graduate Employed who are Self-Employed or Working Freelance	Total Graduates Employed in the Field
2015	*	*
2016	*	*

**Institutional Employment**

Calendar Year	Graduate Employed in the Field who are Employed by the Institution, an Employer Owned by the Institution, or an Employer who Shares Ownership with the Institution	Total Graduates Employed in the Field
2015	*	*
2016	*	*

**Student's Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

***Initial only after you have had sufficient time to read and understand the information.***

This program may result in freelance or self-employment.

- The work available to graduates of this program is usually for freelance or self-employment.
- This type of work may not be consistent.
- The period of employment can range from one day to weeks to several months.
- Hours worked in a day or week may be more or less than the traditional 8 hour work day or 40 hour work week.
- You can expect to spend unpaid time expanding your networks, advertising, promoting your services, or honing your skills.
- Once graduates begin to work freelance or are self-employed, they will be asked to provide documentation that they are employed as such so that they may be counted as placed for our job placement records.
- Students initialing this disclosure understand that either a majority or all of this school's graduates are employed in this manner and understand what comprises this work style.

**Student's Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

***Initial only after you have had sufficient time to read and understand the information.***

**License Examination Passage Rates**

*Includes data for the two calendar years prior to reporting*

Calendar Year	Number of Graduates in Calendar Year	Number of Graduates Taking Exam	Number Who Passed Exam	Number Who Failed Exam	Passage Rate
2015	6	*	*	*	*
2016	4	*	*	*	*

\*There is not a license examination in the field of Ayurveda.

**Student's Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

***Initial only after you have had sufficient time to read and understand the information.***

### Salary and Wage Information

*Includes data for the two calendar years prior to reporting*

Annual salary and wages reported for graduates employed in the field

Calendar Year	Graduates Available for Employment	Graduates Employed in the Field	\$20,001 - \$25,000	\$25,001 - \$30,000	\$30,001 - \$35,000	\$35,001 - \$40,000	\$40,001 - \$45,000	\$45,001 - \$50,000	No Salary Information Reported
2015	6	*	*	*	*	*	*	*	*
2016	4	*	*	*	*	*	*	*	*

\*Due to the fact that students of Ayurveda are professionals seeking to enhance their services, there are no salary and wage records obtained.

**Student's Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

***Initial only after you have had sufficient time to read and understand the information.***

### Cost of Educational Program

Total charges for the program for students completing on-time in 2017: \$5500. Additional charges may be incurred if the program is not completed on-time.

**Student's Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

***Initial only after you have had sufficient time to read and understand the information.***

**Federal Student Loan Debt**

Students at Kerala Ayurveda Academy are not eligible for federal student loans. This institution does not meet the U.S. Department of Education criteria that would allow its students to participate in federal student aid programs.

**Student's Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

***Initial only after you have had sufficient time to read and understand the information.***

This fact sheet is filed with the Bureau for Private Postsecondary Education. Regardless of any information you may have relating to completion rates, placement rates, starting salaries, or license exam passage rates, this fact sheet contains the information as calculated pursuant to state law.

Any questions a student may have regarding this fact sheet that have not been satisfactorily answered by the institution may be directed to the Bureau for Private Postsecondary Education at 2535 Capitol Oaks Drive, Suite 400, Sacramento, CA 95833, [www.bppe.ca.gov](http://www.bppe.ca.gov), toll-free telephone number (888) 370-7589 or by fax (916) 263-1897.

\_\_\_\_\_

Student Name - Print

\_\_\_\_\_

Student Signature

\_\_\_\_\_

Date

\_\_\_\_\_

School Official

\_\_\_\_\_

Date

**Definitions**

- “Number of Students Who Began the Program” means the number of students who began a program who were scheduled to complete the program within 100% of the published program length within the reporting calendar year and excludes all students who cancelled during the cancellation period.
- “Students Available for Graduation” is the number of students who began the program minus the number of students who have died, been incarcerated, or been called to active military duty.
- “Number of On-time Graduates” is the number of students who completed the program within 100% of the published program length within the reporting calendar year.
- “On-time Completion Rate” is the number of on-time graduates divided by the number of students available for graduation.

- “150% Graduates” is the number of students who completed the program within 150% of the program length (includes on-time graduates).
- “150% Completion Rate” is the number of students who completed the program in the reported calendar year within 150% of the published program length, including on-time graduates, divided by the number of students available for graduation.
- “Graduates Available for Employment” means the number of graduates minus the number of graduates unavailable for employment.
- “Graduates Unavailable for Employment” means the graduates who, after graduation, die, become incarcerated, are called to active military duty, are international students that leave the United States or do not have a visa allowing employment in the United States, or are continuing their education in an accredited or bureau-approved postsecondary institution.
- “Graduates Employed in the Field” means graduates who beginning within six months after a student completes the applicable educational program are gainfully employed, whose employment has been reported, and for whom the institution has documented verification of employment. For occupations for which the state requires passing an examination, the six months period begins after the announcement of the examination results for the first examination available after a student completes an applicable educational program.
- “Placement Rate Employed in the Field” is calculated by dividing the number of graduates gainfully employed in the field by the number of graduates available for employment.
- “Number of Graduates Taking Exam” is the number of graduates who took the first available exam in the reported calendar year.
- “First Available Exam Date” is the date for the first available exam after a student completed a program.
- “Passage Rate” is calculated by dividing the number of graduates who passed the exam by the number of graduates who took the reported licensing exam.
- “Number Who Passed First Available Exam” is the number of graduates who took and passed the first available licensing exam after completing the program.
- “Salary” is as reported by graduate or graduate’s employer.
- “No Salary Information Reported” is the number of graduates for whom, after making reasonable attempts, the school was not able to obtain salary information.

Student Initials \_\_\_\_\_