

## 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:

3. You are not a California resident, or are not enrolled in a residency program, or
4. 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."

"The State of California established the Student Tuition Recovery Fund (STRF) to relieve or mitigate economic loss suffered by a student in an educational program at a qualifying institution, who is or was a California resident while enrolled, or was enrolled in a residency program, if the student enrolled in the institution, prepaid tuition, and suffered an economic loss. Unless relieved of the obligation to do so, you must pay the state-imposed assessment for the STRF, or it must be paid on your behalf, if 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.

You are not eligible for protection from the STRF and you are not required to pay the STRF assessment, if you are not a California resident, or are not enrolled in a residency program."

"It is important that you keep copies of your enrollment agreement, financial aid documents, receipts, or any other information that documents the amount paid to the school. Questions regarding the STRF may be directed to the Bureau for Private Postsecondary Education, 2535 Capitol Oaks Drive, Suite 400, Sacramento, CA 95833, (916) 431-6959 or (888) 370-7589.

To be eligible for STRF, you must be a California resident or are enrolled in a residency program, prepaid tuition, paid or deemed to have paid the STRF assessment, and suffered an economic loss as a result of any of the following:

1. The institution, a location of the institution, or an educational program offered by the institution was closed or discontinued, and you did not choose to participate in a teach-out plan approved by the Bureau or did not complete a chosen teach-out plan approved by the Bureau.
2. You were enrolled at an institution or a location of the institution within the 120 day period before the closure of the institution or location of the institution, or were enrolled in an educational program within the 120 day period before the program was discontinued.
3. You were enrolled at an institution or a location of the institution more than 120 days before the closure of the institution or location of the institution, in an educational program offered by the institution as to which the Bureau determined there was a significant decline in the quality or value of the program more than 120 days before closure.
4. The institution has been ordered to pay a refund by the Bureau but has failed to do so.
5. The institution has failed to pay or reimburse loan proceeds under a federal student loan program as required by law, or has failed to pay or reimburse proceeds received by the institution in excess of tuition and other costs.
6. You have been awarded restitution, a refund, or other monetary award by an arbitrator or court, based on a violation of this chapter by an institution or representative of an institution, but have been unable to collect the award from the institution.
7. You sought legal counsel that resulted in the cancellation of one or more of your student loans and have an invoice for services rendered and evidence of the cancellation of the student loan or loans.

To qualify for STRF reimbursement, the application must be received within four (4) years from the date of the action or event that made the student eligible for recovery from STRF.

A student whose loan is revived by a loan holder or debt collector after a period of noncollection may, at any time, file a written application for recovery from STRF for the debt that would have otherwise been eligible for recovery. If it has been more than four (4) years since the action or event that made the student eligible, the student must have filed a written application for recovery within the original four (4) year period, unless the period has been extended by another act of law.

However, no claim can be paid to any student without a social security number or a taxpayer identification number.”

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 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 \_\_\_\_\_**

**Ayurvedic Wellness Counselor** – TOTAL CHARGES FOR THE CURRENT PERIOD OF ATTENDANCE IS \$5500; ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM is \$5500; and THE TOTAL CHARGES THE STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT: \$5500 (depending on payment plan).

\* Student is obligated to pay the \$100 administration fee upon enrollment. There are no equipment, lab supplies or kit fees, uniform or special protective clothing fees, textbook, or other learning media fees, tutoring fees, in-resident housing fees, assessment fees, transfer of credit fees.

**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.”

I certify that all the information on this application is true and correct. I understand that any false or misleading information will void this application.

I certify that I have graduated from high school, or equivalent, and can provide Kerala Ayurveda Academy with a copy of my diploma, or equivalent. Copies should be sent to Kerala Ayurveda Academy, 691 S. Milpitas Blvd, Suite 206, Milpitas, CA 95035.

I understand that this is a legally binding contract. My signature below certifies that I have read, understood, and agreed to my rights and responsibilities, and that the Kerala Ayurveda Academy’s cancellation and refund policies have been clearly explained to me.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date of tour/1st day of class

\_\_\_\_\_  
Date

This agreement is accepted by

\_\_\_\_\_  
Signature of School Official

\_\_\_\_\_  
Date

*Kerala Ayurveda Academy, in the State of California, is a privately owned institution that is approved to operate by the Bureau for Private Postsecondary Education under School Code# 72482254. BPPE address: 2535 Capital Oaks Drive, Suite 400, Sacramento, CA 95833, Phone:(888) 370-7589.*

*Kerala Ayurveda Academy, in the State of Washington, is licensed under Chapter 28C.10 RCW. Inquiries or complaints regarding this private vocational school may be made to the: Workforce Board, 128 10<sup>th</sup> Ave. SW, Box 43105, Olympia, Washington 98504. Web: [wtb.wa.gov](http://wtb.wa.gov), Phone: (360) 709-4600, E-mail address: [wtecb@wtb.wa.gov](mailto:wtecb@wtb.wa.gov).*

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