

| For (name) Birthdate  |
|---|
| Address Email telephone   |
| Please attach government issued photographic identification.  |
| Language translation: If your instructor deems that you cannot read this agreement, please notify   |
| your instructor, the front office, or the Massage School, and they will arrange for translation for you   |
| the same day. Your primary language   |
| This level II Massage Practitioner Course, will offer 250 hours of massage and related  |
| instruction taught at Esalen Institute, 55000 Highway One, Big Sur, CA 93920. Upon successfully completing the course and its requirements, you will receive a 250-hour Esalen® Massage Practitioner certificate of completion from Esalen Institute, approved to operate by the California Bureau of Private Post-Secondary Education and approved by the California Massage Therapy Council as part of a 500-hour curriculum. This certificate may be applied toward your 500-hour Esalen® Massage Certificate.   |
| The course start date is January 26 and scheduled completion date, March 8, 2020, the effective dates of this agreement. Students receive certain refund guarantees in the case of School closure through the Student Tuition Recovery Fund. Attendance and/or graduation from a California Massage Therapy Council approved School does not guarantee certification by the CAMTC. Applicants for certification shall meet all requirements as listed in California Business and Professional Code sections 4600 et seq. CAMTC does not accept courses transferred from other schools; each school must provide its own transcript.  Fees for this course of study January 26-March 8 2020 include: \$250 Non-Refundable tuition deposit (Maximum: \$250) due upon enrollment.  11100 total all-inclusive tuition, (includes tuition @ \$4030, plus room and board) (includes non-refundable advance deposit/scholarship) due on arrival. \$50. Materials fee |
| \$115 Certification fee due course conclusion (\$109.36 (\$109.36 Cert fee plus 5.64 STRF fee).  STRF @ .0005 tuition or \$5.64 included in certificate fees. See below regarding STRF protection for California residents.   |
| 0 Other Institutional charges, charges to an entity required for participation  |
| \$11265 TOTAL FEES FOR THE JANUARY 26-MARCH 8 2020 LEVEL II PERIOD OF   |
| ATTENDANCE.   |
| _\$11265_ESTIMATED TOTAL CHARGES FOR THE ENTRE EDUCATIONAL PROGRAM  |
| \$250.THE TOTAL CHARGES THE STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT   |
| No equipment fees, lab fees, uniforms, tutoring, assessment or transfer fees. A \$25 transcript fee may be applicable, when requested   |

#### STUDENT'S RIGHT TO CANCEL

A student has the right to cancel the enrollment agreement and obtain a refund of total tuition fees paid, minus the \$250 non-refundable deposit, through the first class session or the seventh day after enrollment, whichever is later. A withdrawal may be effectuated by the student's written notice or by the student's conduct, including, but not limited to, a student's lack of attendance. Final day to with draw from this course is February 27 2020. Refunds are paid within 10 business days. Withdrawal is determined by mutual notification of student and teacher, rather than the last day attended. Cancellation of this agreement must be made in writing to the instructor or to Brita Ostrom, Esalen Institute, 55000 Highway One, Big Sur CA 93920, <a href="mailto:brita.ostrom@esalen.org">brita.ostrom@esalen.org</a> or via email to info@esalen.org. Refunds requested after the first day of class are pro-rated based on the class time that has elapsed. A student may withdraw at any time. However, no refund will be issued for withdrawals received after 60% of course time has elapsed. If the student has received federal student financial aid funds, the student is entitled to a refund of moneys not paid from federal student financial aid program funds.

| Signature | and | date |  |
|-----------|-----|------|--|
|           |     |      |  |

Loans: Esalen Institute does not participate or engage in any loan program: it offers no notes, instruments, other evidence of indebtedness, or financial aid funds. On the student's own, if the student obtains a loan, the student will have 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 moneys not paid from the federal student financial aid program funds. If a student defaults on a Federal, State or private loan, 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. The student may not be eligible for any other federal student financial aid at another institution or other government financial assistance until the loan is paid.

**Refunds** have the following stipulations: If you withdraw from the course on or before the second day, your full tuition will be refunded. If you withdraw from the course after instruction has started you will receive a pro rata refund for the unused portion of the tuition, effective the date of your withdrawal notice, if you have completed 60% or less of the instruction. For example, if you received 25 hours of a 250-hour training, you would have attended 10% and would receive a tuition refund for the remaining 90%. Room and board refunds are pro-rated on a room and board basis, less the required Esalen room deposit. After you complete 60% of the training, no tuition refund is available.

If the student has received federal student financial aid funds, the student is entitled to a refund of moneys not paid from the federal student financial aid program funds.

Course withdrawal and refunds are handled by the Esalen Front Office open 9-4 daily.

**Deposits** are due upon registration. Total remaining fees are due two weeks prior to arrival at Esalen although it is more convenient to pay them earlier. Fees include mandated tuition recovery fund fees per Section 94921, Education code AB48, currently no charge.

# **Questions, Problems, Complaints**

It is hoped that your relationship with the Esalen Institute Massage Training will be of benefit to you and will serve your educational needs. If you have any problems please speak with the teachers. If you still wish to cancel, Please invoke the internal institutional dispute procedure protocol: contact the instructors in writing. If that is unsatisfactory, contact the school administrator, Brita Ostrom, at Esalen, in writing or at <a href="massage.school@esalen.org">massage.school@esalen.org</a>. If they cannot help, direct your inquiry to the front office. Any questions a student may have regarding this enrollment agreement that have not been satisfactorily answered by the institution may be directed to the Bureau for Private Postsecondary Education at address: 1747 N. Market Blvd. Ste 225 Sacramento, CA 95834 or P.O. Box 980818, West Sacramento, CA 95798-0818 <a href="www.bppe.ca.gov">www.bppe.ca.gov</a>; toll free telephone number (888) 370-7589 or by fax 916-263-1897.

Another resource is the California Massage Therapy Council. A student or any member of the public with questions that have not been satisfactorily answered by the school or who would like to file a complaint about Esalen Institute may contact the California Massage Therapy council at One Capitol Mall, Suite 800, Sacramento, Ca. 95814

A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by calling toll-free telephone number (888) 370-7589 toll free or by completing a complaint form, which can be obtained on the bureau's Internet Web site <a href="https://www.camtc.org/complaints.aspx">www.bppe.ca.gov</a>. The CAMTC also hears complaints. https://www.camtc.org/complaints.aspx

## Receipt of Catalog and Performance Fact Sheet

Prior to signing this enrollment agreement, you must be given a catalog or brochure and a School Performance Fact Sheet, which you are encouraged to review prior to signing this agreement. These documents contain important policies and performance data for this institution. This institution is required to have you sign and date the information included in the School Performance Fact Sheet relating to completion rates, placement rates, license examination passage rates, salaries or wages, and the most recent three-year cohort default rate, if applicable, prior to signing this agreement.

| I certify that I have received the catalog x, School Performance Fact Sheet x, and             |  |  |  |  |  |
|--|--|--|--|--|--|
| information regarding completion rates, placement rates, license examination passage rates and |  |  |  |  |  |
| salary or wage information, and the most recent three-year cohort default rate, if applicable  |  |  |  |  |  |
| included in the School Performance Fact Sheet and have signed, initialed and dated the         |  |  |  |  |  |
| information provided in the School Performance Fact Sheet.                                     |  |  |  |  |  |
| XX(Student's Initial) Date   |  |  |  |  |  |
| I understand the School does not offer placement services.                                     |  |  |  |  |  |
| XX(Student's initial)  |  |  |  |  |  |
|  |  |  |  |  |  |

This is a legally binding contract when signed by the student and accepted by the Institution. "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 institution's cancellation and refund policies have been clearly explained to me." "If requested, I will receive a copy of this agreement upon signing. This agreement is signed at Esalen Institute, Big Sur, CA 93920 at the first class session if not earlier." All instruction is at Esalen Institute, 55000 Highway One, Bug Sur CA 93920

TOTAL CHARGES FOR THIS PERIOD OF ATTENDANCE 1,26-5/8/2020 \_\_\_\$11265.

TOTAL CHARGES FOR THE ENTIRE EDUCATION PROGRAM LEVEL II 250-hour training \$11265

CHARGES THE STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT. \$250.

Signature of Student Printed name Date
I certify that Esalen Institute has met the disclosure requirements of AB48, of the Private

| Signature of Student         | Printed name            | Date                    |                     |
|------------------------------|-------------------------|-------------------------|---------------------|
| I certify that Esalen Instit | tute has met the disclo | sure requirements of AE | 348, of the Private |
| Postsecondary Education      | n Act of 2009           |                         |                     |
| Signature and title of Sc    | hool Official           | Date                    |                     |
|                              |                         |                         |                     |

**Approval to Operate** Esalen Institute BPPE School Code 2700571 is authorized by the BPPVE and has authorization to operate.

# **Student Tuition Recovery Fund**

The Student Tuition Recovery Fund (STRF) was established by the Legislature to protect any California resident who attends a private postsecondary institution from losing money if he/she prepaid tuition and suffered a financial loss as a result of the school: closing; failing to live up to its enrollment agreement; or refusing to pay a court judgment.

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.

"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." 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."

You may be eligible for STRF if you are a California resident or are enrolled in a residency program, prepaid tuition, paid 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 o Rev.12/29/2021ther 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 the 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."

However, no claim can be paid to any student without a social security number or a taxpayer identification number. **Note:** Authority cited: Sections 94803, 94877 and 94923, Education Code. Reference: Section 94923, Education Code. **Note:** Authority cited: Sections 94803, 94877 and 94923, Education Code. Reference: Section 94923, Education Code.

It is important that you keep copies of the enrollment agreement, financial aid papers, receipts or any other information that documents the monies paid the school. For further information or instructions: Bureau for Private Postsecondary Education at 1747 N. Market Blvd. Ste 225 Sacramento, CA 95834 or P.O. Box 980818, West Sacramento, CA 95798-0818 <a href="www.bppe.ca.gov">www.bppe.ca.gov</a> toll free number 888 370 7589 or by fax 916 263 1897. Certification and School information is also available at the California Massage Therapy Council, One Capitol Mall, Suite 320, Sacramento, CA 95814, <a href="www.camtc.org">www.camtc.org</a>. Phone (916) 669-5336 or ((16) 669-5337. It is hoped that your training at Esalen will be a pleasurable learning experience.

NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION The California Education Code requires notice of the following statement concerning Transferability of Credits and Credentials Earned at Esalen Institute. "The transferability of credits you earn at Esalen Institute is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the certificate of completion you earn in the Esalen® Massage Practitioner Training Level II is also at the complete discretion of the institution to which you may seek to transfer. If the Massage Practitioner Level II certificates that you earn at Esalen Institute 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 seek to transfer after attending Esalen Institute to determine if your Massage certificate level II will transfer. (CA Ed Code (#94911)

Esalen Institute does not accept transfer credit for the Level II program. No assessment fees to transfer credit are applicable. It has not entered into an agreement regarding transfer credits with any other institution .No assessment fees or transfer credit are applicable.

Rev.12/29/2021

www.esalen.org Esalen Institute 55000 Highway One Big Sur CA 93920 (831) 667-3040