

Chico Massage School Enrollment Agreement

Chico Massage School * Classroom Location: 809 East 5th Avenue, Chico, CA 95926

Administrative Office: 811 East 5th Avenue, Chico, CA 95926 * 530-521-7328 * chicomassageschool.com

CHICO MASSAGE SCHOOL

525 LEVEL 1 MASSAGE THERAPIST PROGRAM

Administrative Staff:	Core Instructors:	Teacher Assistants:
Candi E. Williamson	Candi E. Williamson	
	Aaron Fetty	

PROGRAM DESCRIPTION

Chico Massage School is a private institution that offers a comprehensive 525 Level 1 Massage Therapist Program approved by the Bureau of Post Secondary Education (BPPE).

Students will learn how to complete a client intake, perform Swedish massage with proper body mechanics, and document their work.

Students will learn how to communicate effectively, ethically and professionally with clients and other healthcare providers. Students will learn basic postural and soft-tissue assessments and how to design treatment plans. Students will learn contraindications for massage and how to accommodate clients with special needs. They will also learn the laws and regulations governing massage in the state of California.

The course includes instruction on the basic massage strokes, Swedish massage sequences, and an introduction to modalities including: deep tissue, sports, stretching, myofascial, craniosacral, proprioceptive neuromuscular facilitation, prenatal, spa, and chair massage. After learning the basic principles, students will be trained to provide massage to the public in the supervised student massage clinic.

Therapist self-care to ensure career longevity is a focus. Self-massage, stretching, posture, and proper body mechanics will be emphasized daily.

The Schedule of Classes:

Alternating weeks:

Monday + Tuesday + Wednesday + Thursday: 8:30am-3:30pm

Monday + Tuesday + Wednesday + Thursday: 8:30am-3:30pm + Saturday: 10am-5pm

Breaks and Vacations: We observe all Federal Holidays: 2020:

Newyear's Day: January 1: Martin Luther King Day: January 21, President's Day: February 18, Memorial Day: May 27, Spring Break: March 16-20, Independence Day: July 4, Labor Day: September 2.

Total number of clocked hours required: 525 broken down as follows:

- History of Massage: 5 Hours
- Business & Marketing/Laws & Regulations/Ethics: 34 Hours
- Documentation/S.O.A.P. Notes/Client Assessment: 35 Hours
- Anatomy & Physiology: 80 Hours
- Pathology: 30 Hours
- Health/Hygiene: 5 Hours
- Kinesiology: 26 Hours
- Body Mechanics/Self Care/Equipment/Environment Safety: 20 Hours
- Massage & Bodywork Techniques & Hands on Application: 175 Hours
- Benefits /Contraindications: 15 Hours
- Instructor Guided Practice Appointments/Clinical Hours: 100 Hours

Course Length: 22 weeks, each scheduled day includes a 30-minute lunch and breaks:

- January 4th mandatory orientation 10-4pm (Week 1) =5.5 hours
- Program begins January 6th 8:30am-3:30pm = 6.5 hours
- The schedule will vary from week to week 17.5 hours a week and 24 hours a week breaking down to 6.5 hours a day of instruction.
- Weeks 3, 5-7, 10, 12, 14 and 16 are scheduled for 24 hours of instruction per week.
- Weeks 2, 18-20 are scheduled for 25 hours of instruction.

- Weeks 4,7 are scheduled for 17.5 hours of instruction.
- Weeks 9, 11, 13, 15, 17 are scheduled for 30.5-32.5 hours of instruction. These include clinic days.
- Weeks 21 and 22 are 18.5 hours of instruction.
- May 10th & 11th from 11am-4pm are non-mandatory hours for open Study/Review time with Instructor and make up clinical hours. Clinical hours must be scheduled with director or instructor & approved prior to this date. Instructor shall be on site for all clinical hours.

COURSE OBJECTIVE

We will have an emphasis on body mechanics and self-care for massage therapists as well as SOAP notes and charting. Our goal is to prepare students to be capable to work in a variety of professional settings upon graduation from our program. Our advanced education classes are designed to enhance skills of existing therapists and to offer more ways for our students to bring healing to their clients.

1. Students will be able to perform basic massage techniques, focusing mainly on Swedish massage.
2. Students will be able to use proper body mechanics while administering massage.
3. Students will understand the essential anatomy & physiology necessary to perform bodywork.
4. Students will understand basic concepts of kinesiology as they apply to massage.
5. Students will learn about basic pathologies and contraindications to massage.
6. Students will understand the important aspects of health and hygiene as they apply to massage.
7. Students will understand the benefits of massage and the conditions for which it is indicated.
8. Students will become proficient in client assessment.
9. Students will be able to properly document their massage sessions.
10. Students will gain an understanding of massage business practices and ethics.

Equipment and Materials Description

Course Text required:

“Introduction to Massage Therapy, 3rd Edition” by Mary B Braun ISBN 978-1-4511-7319-2

*These textbooks will be provided in class and will be available for purchase if the student so chooses

Suggested:

- “Trail Guide to the Body, 5th Edition” by Andrew Biel ISBN 978-0-9658534-5-3
- “The Anatomy Coloring Book, 4th Edition” by Kapit & Elson ISBN 978-0-321832016
- Colored markers and/or pencils
- Note taking material
- Five sets of Twin sheets

Provided by Chico Massage School:

Students are required to use the textbook: “Introduction to Massage Therapy” by Mary B Braun ISBN 978-1-4511-7319-2 in class. These textbooks will be provided in class and will be available for purchase if the student so chooses. Chico Massage School will provide massage therapy tables and face rests, bolsters, paper towels and all handouts for the class.

***Students will receive a starter pack of supplies provided by Chico Massage School to include: 1-Lotion Holster, 1-Lotion Bottle full with lotion, 1-Bottle hand sanitizer and 1-fingernail care kit.**

Provided by Students:

Students are responsible for and required to replenish their supplies as needed to continue participating in class. These supplies include **Sheets, Lotion, Lotion bottle, Hand Sanitizer, Fingernail care tools.**

***Students are required to bring a clean set of sheets for every day of class, and to supply a clean set of sheets for every client they work on during practice hours and clinical hours.**

Enrollment Agreement 525 Level 1 Massage Therapist Program

Chico Massage School * Classroom Located: 809 East 5th Ave Chico, Ca 95926

Administration Office: 811 East 5th Avenue * 530-521-7328 * chicomassageschool.com

Chico Massage School may hereafter be referred to as “CMS” or “School.”

First Name (legal) _____ Last Name (legal) _____

Present Address _____ City _____ State _____ Zip _____

Permanent Address (Family) _____ City _____

State _____ Zip _____ Phone #'s (cell) _____ - _____ - _____ (work) _____ - _____ - _____ Age _____

Birthdate ____/____/____ Email _____ SS# _____ - _____ - _____

Driver's License No. _____ Copy of Photo ID Attached: YES NO

Program: Massage Therapist • Clock Hours: 525 • Weeks of Study: 21 • Payment Periods: 1

• Start Date: ____/____/____ • Completion Date: ____/____/____

Upon successful completion you will receive a Diploma in Massage Therapy.

The Schedule of Classes:

Alternating weeks:

Monday + Tuesday + Wednesday + Thursday: 8:30am-3:30pm

Monday + Tuesday + Wednesday + Thursday: 8:30am-3:30pm + Saturday: 10am-5pm

Students will be charged tuition based upon one 22-week period that comprises one academic year, at a rate of \$15 per clock hour:

<u>DESCRIPTION of FEES</u>	<u>1st Period</u>	<u>Totals</u>
Registration Fee (Non-Refundable)	0.00	0.00
Tuition	7,875.00	7,875.00
ABMP Exam Coach/Insurance	75.00	75.00 } \$ 75.00
Equipment (owned by Student)	50.00	50.00 } \$125.00
Text Book Deposit *	100.00	100.00 } \$225.00
STRF (Non-Refundable)	0.00	0.00 } \$225.00
Out of Pocket Estimate	100.00	100.00 } \$325.00
TOTALS	\$8,200.00	\$8,200.00

TOTAL CHARGES FOR THE CURRENT PERIOD OF ATTENDANCE:\$8,100.00

ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM:\$8,200.00

(\$8100.00 tuition + sheets, materials for class)

TOTAL CHARGES STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT:\$4,100.00

(50% tuition and text book deposit)

***Students are required to pay a \$100.00 deposit for their book along with the initial tuition price of \$4000.00. If the book is returned on the last day of class and no later than 10 calendar days after the last day of class with NO RIPS, FOLDS, MARKS, DOG-EARS, WATER DAMAGE, or any other damage; the student will get a full refund of \$100.00. The refund will be issued forty five (45) days from date of return of the book. The money will be refunded in the form it was received, unless it was cash, as that will be refunded by check. If the book is damaged or the student does not return, Chico Massage School will keep the deposit, as the student forfeits that money.**

YOU ARE RESPONSIBLE FOR THIS AMOUNT. IF YOU GET A STUDENT LOAN, YOU ARE RESPONSIBLE FOR REPAYING THE LOAN AMOUNT PLUS ANY INTEREST, LESS REFUND DUE.

The School accepts cash, checks and credit card (except American Express) toward tuition payment.

TOTAL CHARGES FOR THE CURRENT PERIOD OF ATTENDANCE:\$8,100.00

ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM:\$8,200.00

(\$8100.00 tuition + sheets, materials for class)

TOTAL CHARGES STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT:\$4,100.00

(50% tuition and text book deposit)

“NOTICE”

“YOU MAY ASSERT AGAINST THE HOLDER OF THE PROMISSORY NOTE YOU SIGNED IN ORDER TO FINANCE THE COST OF THE EDUCATIONAL PROGRAM ALL OF THE CLAIMS AND DEFENSES THAT YOU COULD ASSERT AGAINST THIS INSTITUTION, UP TO THE AMOUNT YOU HAVE ALREADY PAID UNDER THE PROMISSORY NOTE.”

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. I hereby authorize the sale, discount, or transfer of any agreement or promissory notes associated with this Enrollment Agreement and I understand that the refund policy detailed on pages 13, 14 and 15 of this Agreement will continue to apply. It is further understood and agreed that this Agreement supersedes all prior or simultaneous verbal or written agreements and this Agreement may not be modified without the written agreement of the student and School President.

Signature of Student Date

Signature of Parent/Guardian Date

Signature of Authorized Accepting Official Date

Street Address Telephone

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 AND POSTSECONDARY EDUCATION AT 2535 CAPITOL OAKS DRIVE, SUITE 400, SACRAMENTO, CA 95833. WWW.BPPE.CA.GOV. TOLL FREE TELEPHONE NUMBER (888) 370-7589 OR BY FAX (916) 263-1897.

School Official’s Certification & Acceptance of Applicant: I hereby certify that the applicant [REDACTED] has been interviewed by me and to the best of my knowledge and judgment, the applicant meets all of the requirements for acceptance as a student of the Massage Therapy program at Chico Massage School. I further certify that I am not a recruiter or admissions representative of the School and that there have been no verbal or written agreements or promises made by me to the applicant, express or implied, other than those appearing in this Agreement.

Authorized Accepting Official for CMS

 Date of Acceptance

This Agreement is a legally binding instrument when it has been signed by the student and accepted by the School as evidenced by the signature of the accepting Authorized Accepting Official.

The Student Understands:

- 1) **Enrollment Agreement Must be Signed.** This document is not binding until accepted in writing by all parties. Except for the “Student’s Right to Cancel.”
- 2) **CMS Does Not Guarantee Employment.** The School does not guarantee employment following graduation but does enjoy a unique relationship with Creating A Sustainable You, that may result in employment at the discretion of Creating A Sustainable You, and the CMS graduate.
- 3) **Distance Education.** Chico Massage School does not provide distance learning training programs. All classes are residential in nature and are held at Chico Massage School: 848 West 9th Street, Chico, CA 95928.
- 4) **Requirements to Obtain a Diploma.** A “Diploma in Massage Therapy” will be issued only upon successful completion of the program. Successful completion includes without limitation, (a) satisfaction of all financial obligations to Chico Massage School, including the Training and Service Commitment Agreement, as

applicable, (b) satisfactory attendance record, and (c) satisfactory academic progress, including passing all required CMS examinations.

5) Student Transcripts. Student transcripts are maintained by the School indefinitely. Students are entitled upon request to two official transcripts at no cost upon completion of the Program. Additional transcripts may be issued for a fee of \$20.00 per official transcript. The fee for official school transcripts is subject to change at any time at the sole discretion of the School.

6) CAMTC Certification. **Chico Massage School is Currently is NOT approved by CAMTC.** Attendance and/or graduation from a California Massage Therapy Council approved school does not guarantee certification by CAMTC. Applicants for certification shall meet all requirements as listed in California Business and Professions Code:

- Be 18 years of age or older;
- Pay the \$200 fee; **Make sure to check the CAMTC website for any changes**
- Submit fingerprints to an authorized agency in California for a Live Scan using only the CAMTC form at Request for Live Scan Service (the authorized agencies charge you a fee for this service) and pass a criminal background check;
- Pass one of the following CAMTC approved exams (the exam companies charge a fee for taking their exam):
 - **Massage and Bodywork Licensing Exam (MBLEx) *This will be what Chico Massage School prepares students for***
 - Board Certification Exam in Therapeutic Massage and Bodywork (BCETMB);
 - National Certification Exam for Therapeutic Massage and Bodywork (NCETMB) or National Certification Exam for Therapeutic Massage (NCETM) taken on or before February 2015; or
 - New York State Massage Therapy Examination;
- Have successfully completed, at a CAMTC approved school, curricula in massage and related subjects totaling a minimum of 500 hours (or the credit unit equivalent), which incorporates appropriate school assessment of student knowledge and skills. Of the 500 hours, a minimum of 100 hours shall be in anatomy and physiology, contraindications, health and hygiene, and business and ethics; and
- Have not violated any of the provisions of the California Massage Therapy Act or any policy, procedure, or regulation of CAMTC.

7) Questions or Complaints to CAMTC. 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 this school may contact the California Massage Therapy Council at: One Capitol Mall, Suite 320, Sacramento, CA 95814, www.camtc.org, phone (916) 669-5336, or fax (916) 669-5337.

8) Transfer of Credit. *NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION.** CMS does not guarantee the transferability of credits to any college, university, or institution. The transferability of credits you earn at Chico Massage School is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the diploma you earn in Massage Therapy is also at the complete discretion of the institution to which you may seek to transfer. If the diploma or certificate that you earn at this institution is 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 CMS to determine if your diploma will transfer. **There is no award of credit or monetary reduction for prior experiential learning awarded at schools other than Chico Massage School.**

In the case of a Chico Massage School student leaving the program early due to excused leave of absence they are able to re-enroll the following program term under the same enrollment agreement. The student will be able to complete the program from the point at which they had an excused leave of absence IF THEY MEET THE FOLLOWING REQUIREMENTS:

- **Was granted an excused leave of absence**
- **Was not terminated**
- **Completed at least 60% of the program**
- **Paid in full and did not receive a refund**
- **Did not pay in full: must pay remaining balance**
- **Still under the one-year enrollment period**

9) Policies Outside of Catalog. The School will not be responsible for any statement of policy, career planning activities, curriculum or facility that does not appear in the School catalog or in this Agreement, or that is not directly referenced in the School catalog or in this Agreement.

10) Grounds for Termination. The School reserves the right to discontinue the student's training for unsatisfactory academic progress, excessive absenteeism, failure to satisfy financial obligations to the School, or failure to abide by the School rules and policies.

11) Class Schedule May Sometimes Change. Program starting dates are as posted on the school's website at: chicomassageschool.com. A "Program" at CMS is made up of individual "Courses" that in turn are made up of individual "Classes". CMS may alter its schedule of Classes on occasion according to need or circumstance, and

in such case will notify affected students by email, by posted notice, or by telephone as appropriate. Currently enrolled students shall occur no additional expense as a result of Program modification, Course changes, or Class schedule changes. Program modifications shall always remain consistent with the stated educational objectives of the Program.

12) Chico Massage School does not accept State or Federal Loans. If you get a personal loan to pay for tuition or any other school costs you are required to pay that back by whatever means agreed upon by that outside entity.

13) Obligation to Repay Student Loans. I (the student) understand that if I am eligible for a loan guaranteed by the federal or state government and I default on the loan, both of the following may occur: 1) The federal or state government or a loan guarantee agency may take action against me, including applying any income tax refund to which I am entitled to reduce the balance owed on the loan; and 2) I may not be eligible for any other federal student financial aid at another institution or other government assistance until the loan is repaid. In addition, I understand that if I default on any financial assistance I receive directly from CMS or a third-party, I may be subject to collection activity and financial penalties.

Student Initials _____

14) Housing Policy:

We do not have dormitory facilities. Chico Massage School has no responsibility to find or assist a student in finding housing. There are apartment complexes and homes within walking distance or a short bike or drive from our facility. Here are some options:

Campus Place Apartments: \$745-\$960/month

119 Stewart Avenue & 1202 Bidwell Avenue, Chico, CA 95926 (530) 345-1923

<http://www.rentinchico.com/rental-properties/campus-place-apartments>

Redwood Cove Apartments: \$625/month

[621 Pomona Avenue Chico, CA 95928](http://www.rentinchico.com/rental-properties/redwood-cove-apartments) (530) 879-9222

<http://ismrem.com/1023/redwood%20cove%20apartments-apartments-for-rent/chico/95928>

Menlo Pointe Apartments: \$995/month

120 Menlo Way, Chico, CA 95926 (530) 592-3355

<http://ismrem.com/1016/menlo%20pointe-apartments-for-rent/chico/95926>

15) Tutoring and Academic Advising Policy:

Academic advising and tutorial help is available to those students in need. Students are able to schedule time with the President or Instructor for help. Please contact a Chico Massage School Staff member to schedule.

16) Dress Code Policy:

For Class: Students are expected to dress comfortably in flexible clothing. You may not wear any clothing that is suggestive of drugs, alcohol, violence, or anything deemed offensive by Staff in any context.

For Clinicals: The clothing you wear to work is reflective of your integrity, mindful of your environment, and an indication of your professionalism. Student's should come to class dressed professionally and comfortably, as it is important to be able to move around. Come to class having showered and ready to provide massage in clean, comfortable, full length pants; loose-fitting, breathable shirts with short sleeves that cover your armpits but not your forearms; and closed-toed athletic shoes. Either a Chico Massage School t-shirt or other plain, solid colored t-shirt with no holes or stains is acceptable. Students may also wear plain colored scrubs that are free of stains and holes.

STUDENT'S RIGHT TO CANCEL

CANCELLATIONS

Student has right to cancel the enrollment agreement and obtain a FULL refund of charges paid through attendance of the first-class session, or the seventh day after enrollment, whichever is later. Cancellation notices shall be in writing. Withdrawal may be effectuated by the student's written notice or by the student's conduct, including but not necessarily limited to a student's lack of attendance. You are not officially considered a CMS student until you have attended your first scheduled class of instruction. Applicants or students may cancel the Enrollment Agreement as follows:

1. **Admission Rejection.** An applicant rejected for admission is entitled to a refund of all monies paid, including registration fee.
2. **Right to Cancel.** 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. The registration fee in this case is not refundable. "Enrollment" is defined as the date that the Enrollment Agreement is signed by the student.
3. **Written Notice Required.** Cancellation will occur when the student gives written notice of cancellation to the School General Manager or to the School President at the following address:

Chico Massage School @ 848 West 9th Street Chico, Ca 95928.
4. **Written Notice Can Take Any Form.** The written notice of cancellation need not take a particular form, though expressed through writing, is effective if it states that the student no longer wishes to be bound by the Enrollment Agreement. The student has the right to withdraw from a course of instruction at any time. The written notification of withdrawal must be delivered in person or sent by US mail to: President, Chico Massage School, 848 West 9th St., Chico, CA 95928. This notification must have the date and signature of the student as well as the date and signature of the staff upon receiving. The student will not be considered withdrawn without proper notification.
5. **Effective Date of Written Notice.** The cancellation is in writing, and is effective on the date of personal delivery or, if mailed, on the date postmarked. The school shall refund any consideration paid by the student within forty five (45) days after the school receives notice of cancellation. Any monies due the applicant or student will be refunded within 45 (45) days of the date of cancellation, withdrawal or dismissal including

signed document stating withdrawal from Student. The money will be refunded in the form it was received, unless it was cash, as that will be refunded by check.

6. **Return of Equipment.** The equipment (**1-Lotion Holster, 1-Lotion Bottle full with lotion, 1-Bottle hand sanitizer and 1-fingernail care kit**) is owned by the student and will not be returned. The Chromebook is only used in the classroom during class, or scheduled study periods. The student is not permitted to take the Chromebook home.

7. **Return of Textbook.** Chico Massage School owns the text books and allows the students to use them while taking the course. Students are charged a \$100 deposit at the beginning of the semester along with their \$4000.00 (50%) tuition fee, equaling \$4100.00. They may purchase their own copy and, in that case, will own them and would not return them to the school. If the student fails to return a school owned book **within 30 calendar days** of the withdrawal signed statement, they will be charged \$100 for the cost of replacing that book and not receive a refund for their deposit. Their refund will result in the subtraction of that \$100.00 amount.

REFUND & WITHDRAWAL POLICY

REFUNDS

1. **Withdrawal Period.** The student has the right to withdraw from a course of instruction at any time.

2. **State Pro-Rata Refund Policy.** Chico Massage School (“CMS”) uses the state pro-rata refund policy for students who have completed sixty percent (60%) or less of the period of attendance. **Refund is Possible Only if Sixty Percent (60%) or Less of Instruction is Completed.** In the event of withdrawal or termination, the student has the right to receive refund for the unused portion of the tuition and other refundable charges if the student has completed sixty percent (60%) or less of the instruction. No refund is due if greater than sixty percent (60%) of the program has been attended by the student.

3. **Payment Period Definition.** CMS calculates its refund based upon payment periods. A definition of the payment period at CMS is that programs of five hundred (500) hours or less constitute one payment period.

4. **Student is Responsible for Any Unpaid Balance.** Any unpaid balance that remains after this Refund and Withdrawal Policy has been applied to the state or institutional policy must be paid by the student to the institution or to the lender as applicable.

5. **Complaints.** 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 website: [www. bppe.ca.gov](http://www.bppe.ca.gov).

6. **Refund is Due Within Forty-five (45) Days of Notification.** Any monies due the applicant or student will be refunded within forty-five (45) days of the date of cancellation, withdrawal or dismissal.

7. **Initiation of Withdrawal.** A withdrawal is considered to have occurred on the earlier of, a) the date the student officially notifies the School of their intent to withdraw, or b) the point at which the student fails to meet the published attendance policies outlined in the school catalog. The refund computation will be based on the last date of student attendance.

9. Withdrawal Due to Leave of Absence. If students do not return following a leave of absence on the date indicated on the approved written request, refunds will be made within forty-five (45) days from the date the student was scheduled to have returned. For purposes of determining a refund, the last date of attendance is used when a student fails to return from an approved leave of absence.

10. Withdrawal Due to Prolonged Illness or Accident. In cases of prolonged illness or accident, death in the family, or other circumstances that make it impractical to complete the program, the School will make a settlement that is reasonable and fair to both parties.

11. Textbook and Equipment Return / Refund Policy. If the student obtains and returns **unmarked** textbooks, or **unused** equipment within thirty (30) days following the date of the student's cancellation, withdrawal or dismissal, the institution shall refund the charge of the textbooks paid by the student. If the student fails to return unmarked textbooks, or unused equipment within thirty (30) days following the date of the student's cancellation, withdrawal or dismissal, the institution will calculate the refund based on the documented cost of the textbooks, and/or equipment. The student will be liable for the amount, if any, by which the documented cost of the textbooks, or equipment exceeds the refund amount. Equipment which have been used cannot be returned because of health and sanitary reasons.

12. Refund of Non Federal Financial Aid funds Paid. If the student withdrawals from the program and if the student has received federal financial aid funds, the student is entitled to a refund of moneys not paid from financial aid program funds in accordance with State Pro Rata refund policy. **If the student receives Federal Student Financial Aid Funds, the student is entitled to a refund of monies not paid from federal financial aid funds.**

Bureau for Private Postsecondary Education Refund Policy for Diploma Programs

If the student withdraws from a course of instruction after midnight of the seventh business day after the day on which the student attended the first class of the course of instruction, the school will remit a refund, as per the following refund formula. The amount of the refund shall be calculated on a pro-rata basis, less the registration fee, less the STRF fee, and less the cost of any equipment and/or books and supplies the school provided the student which were not returned within forty-five (45) days following the date of the student's cancellation, withdrawal or dismissal. The pro-rata refund formula is as follows:

1. Determine the Program Tuition by subtracting all fees, equipment, books and supplies from the Total Program Cost.
2. Divide the Program Tuition by the Total Hours in Program to arrive at the Program Tuition per Hour.
3. The answer to the calculation in step (2) is the hourly charge for instruction.
4. The Amount Owed by Student for the purposes of calculating a refund is derived by multiplying the Hours of Instruction Attended by Student by the Program Tuition per Hour and adding in any book or equipment charges to arrive at the Tuition Due to School.
5. The Refund Amount Due to Student shall be any amount in excess of the Amount Paid by Student.
 - a.) Total Program Cost – Registration Fee – STRF Fee – Equipment & Books & Supplies = Program Tuition
 - b.) Program Tuition / Total Hours in Program = Program Tuition per Hour

c.) Program Tuition per Hour x Hours of Instruction Attended by Student = Tuition Due to School

d.) Tuition Due to School + Registration Fee + STRF + Unreturned Equipment & Books & Supplies = Amount Owed by Student

e.) Amount Paid by Student – Amount Owed by Student = Refund Amount Due to Student.

- Sample Calculation 1: Assume a five hundred twenty-five (525) hour program costing \$7,875.00 tuition, \$0.00 for registration, \$0.00 for STRF, \$150.00 for equipment and text book deposit, and \$75.00 for the ABMP Exam Coach. The student withdraws after two hundred fifty (250) classroom hours of attendance and does not return \$50.00 of school equipment, but does return the \$100.00 UNMARKED text book. If the student has already paid the school a total amount of \$5,000.00 toward the program of instruction, the refund calculation would be:

a. $\$8,100.00 - \$0.00 - \$0.00 (-\$50.00 - \$75.00 - \$100) = \$7,875.00$ Program Tuition

b. $\$7,875.00 / 525 = \15.00 Program Tuition per Hour

c. $\$15.00 \times 250 = \$3,750.00$ Tuition Due to School

d. $\$3,750.00 + \$0.00 + \$0.00 + \$50.00 = \$3,800.00$ Amount Owed by Student

e. $\$5,000.00 - \$3,750.00 = \$1,250.00$ Refund Amount Due to Student

CANCELLATION OR TERMINATION AFTER COMPLETING 60% OR MORE OF THE PAYMENT PERIOD WILL RESULT IN NO REFUND.

Sample Calculation 2: Assume the same conditions and numbers as

“Sample Calculation 1” above, but where the student withdraws after three hundred sixty-seven and a half (367.5) hours of attendance, and returns no equipment, books, or supplies. Because the student has already completed seventy percent (70%) of the program ($367.5 / 525 = 70\%$), no refund is due.

***60% is 315 hours**

STUDENT TUITION RECOVERY FUND (STRF)

“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.”

(b) In addition to the statement required under subdivision (a) of this section, a qualifying institution shall include the following statement in its school catalog:

“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.”

The School Must Collect this Fee from You. As of January 1, 2010, California Education Code Section 94923 requires all private postsecondary schools such as CMS to collect a fee from every new student to be remitted into the California Student Tuition Recovery Fund (STRF).

Amount of Fee. The STRF fee is \$0.00 per \$1,000 dollars of tuition paid, rounded to the nearest \$1,000, collected upon enrollment. You must pay the state-imposed assessment for the 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 prepays 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 fee 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.

Keep a Copy of Your Agreement. It is important that prospective students keep a copy of any enrollment agreement, contract, or applications to document enrollment: tuition receipts or canceled checks to document the total amount of tuition paid. Such information may substitute a claim for reimbursement from the STRF, which must be filed within one year of the Bureau’s service to the student of their rights under the STRF, or if no notice of rights are reserved to the student, within 4 years of institution’s closure. For further information or instructions, contact:

BUREAU FOR PRIVATE POSTSECONDARY EDUCATION 2535 Capitol Oaks Drive, Suite 400,
Sacramento, CA 95833 www.bppe.ca.gov (916) 431-6959 or (888) 370-7589 Fax: (916) 574-8646 STUDENT
ACKNOWLEDGMENTS — CATALOG RECEIPT / ENROLLMENT AGREEMENT COPY / MONEY
RECEIPT

Catalog & 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, license examination passage rates, and salaries or wages, and the most recent three-year cohort default rate, if applicable, prior to signing this Agreement. **Student Initial _____**

I certify that I have received the School Catalog, School Performance Fact Sheet, 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, initiated, and dated the information provided in the School Performance Fact Sheet. Also, I have carefully read and received an exact copy of this Enrollment Agreement. I understand that my enrollment may be terminated by the School if I fail to comply with attendance and academic requirements, or if I disrupt the normal activities of the School. While enrolled at the School, I understand that I must maintain the Standards for Student Achievement as described in the School catalog before a diploma may be awarded. The School has issued me a receipt for any monies I have paid to the School. I understand the period of time covered by this enrollment agreement is up to 1 year from the start date of my initial program.

STUDENTS SIGNATURE _____ DATE _____

