

# **STUDENT CONTRACT 2024**

Day 1 Procedures: • Application complete • Student and Master Teacher Sign and submit the Student Contract signature page for Student File • Financial transactions completed. • By signing this document, you agree: "I have read, fully understand, and will abide by all rules and policies delineated in the "Student Contract."

Course Fees at Pilates Sports Center Los Angeles CA Headquarters with Pilates Sports Center Director/Founder

Comprehensive Program: (Fundamentals, Mat, Reformer, Cadillac, & Chair)

\$6,900.00 (Minus \$500 Non Refundable Deposit)

OR

**Modular Programs:** (Minus Non-Refundable Deposit of \$100 for any single module)

Nuts and Bolts / Philosophy - "Fundamentals" \$400 required for any program

 Pilates Mat
 \$1,700

 Reformer
 \$1,900

 Cadillac
 \$1,700

 Chair
 \$1,700

Total = \$7,400.00 total if taken in Modules.

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Modular Programs are more expensive overall. PSC encourages completing a full program for the best job placement and gives a price incentive to participating students. Graduates of a Comprehensive Program that includes Barrels will meet the criteria for, and be prepared to take, the NCPT Certification Exam.

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- Barrels (Ladder/Small and Spine Corrector) \$400 1 week approx. offered separately. \$50 optional exam fee not included.
- Private Full Program: 1-2 Students \$9,800.00 each student.

Refund/Cancellation Policies: A Non-Refundable Deposit of \$500.00 (\$100 for Mat or a Module) is due with application/ registration to reserve a place in the course. Your non-refundable deposit and application entitle you to all student discounts as soon as it is made. No Studio discounts are given if tuition is refunded or if the student drops from the course. Student is entitled to tuition refund upon withdrawal/termination: no less than 14 calendar days before the start of the program or module 100%. After a program has begun, No refund of tuition. All refunds will be made within 30 days from the date of termination/ withdrawal. The official date of termination/withdrawal of a student shall be determined in the following manner:

- The date on which the school receives notice of the student's intention to discontinue the training program; or
- The student will receive a full refund of tuition and fees paid if the school discontinues a Program within a period of time a student could have reasonably completed it. *The policy for granting credit for previous training shall not impact the refund policy*.

**Communication:** I understand that this Contract is made between myself and Pilates Sports Center International, Inc. (PSC) and that any communication will only be made between myself and PSC (or the PSC Master Teacher). PSC (or its Master Teachers) are under no obligation to communicate with any third party purporting to represent the applicant, unless 1) the applicant is physically unable to communicate with PSC on their own behalf, or 2) the third party is the applicant's attorney at law. See the PSC Director's contact information in this document, on our website, or in your Manuals.

Master Teachers / Directors: PSC holds Licensing Agreements with approved Master Teachers (MT's) across the USA and Internationally. Your MT is under Contract with PSC and has agreed to uphold certain standards including but not limited to this Student Contract. Your MT reserves the right to employ (only) an approved PSC MT substitute to teach any, or all, of the entire course, and tutoring sessions at any time without notice.

Directors may be contacted at: Pilates Sports Center International Inc. Corp Headquarters: 818-231-6777 or Studio 16430 Ventura Blvd 108, Encino, CA 91436 or 818 788 8112. Email & Web: <a href="mailto:info@PilatesSportsCenter.com">info@PilatesSportsCenter.com</a> www.PilatesSportsCenter.com

**Course Dates:** Each MT shall have course dates posted on the Studio's website and provide it in writing. MT agrees to adhere to the posted schedule barring any extreme circumstances requiring cancellation or postponement of the course(s). To locate the posted dates of any location, Student may find them as a downloadable form on <a href="www.PilatesSportsCenter.com">www.PilatesSportsCenter.com</a>. PSC will make every effort to maintain accurate information and will clearly post any updated dates.

**Work Study:** No PSC Affiliate, Instructor, MT, Host Studio, its employees or partners may "hire" any student of the PSC Program to train clients for compensation in any form, or in lieu of Requirements for Certificate of Completion as outlined in this Contract. PSC does not permit any trade, work release or barter for tuition. Until a Student has earned a Diploma/Certificate of Completion they are not eligible to be hired as a trainer by any PSC Host Studio for financial compensation in any form.

**Modular Programs:** If Student is attending a Modular Program, PSC and/or any Hosting Studio will not authorize students to use any piece of equipment that they are not yet trained on. If student chooses to limit their training to one individual module, student expressly agrees that they will only use that piece of equipment or be limited to Mat only. Student also agrees not to hold themselves out to hold a Diploma/Certificate of Completion of a Comprehensive Program from PSC if all modules have not been taken, quizzes, reviews and exams have been passed and Student has completed all required hours that resulted in a Diploma/Certificate of Completion.

**Physical Participation:** Please notify PSC of all medical conditions or disabilities and changes that occur during the course. You are expected to participate in all activities unless a physical condition prevents it. The student acknowledges that he/she is in excellent mental and physical health before entering this program and participates in the program at their own risk. Please inform PSC if you have any learning disabilities or challenges so we may assist you.

**Tardiness:** Please arrive on time to class, tardiness disrupts the class and interferes with your learning. Excessive tardiness may count as a partial absence, may result in counseling, and could affect your ability to complete the course.

**Absences:** Inform MT if you are anticipating missing any part of the course. Excessive absences will result in falling behind. Attendance of 90%+ per module is required. The Certificate of Completion may be held until class time is made up.

### **Options for making up absences:**

- \$99 per hour for a private tutoring session with an authorized PSC Master Teacher. This expense may be shared with a fellow student(s).
- Practice with fellow classmates to catch up on missed material.
- Subscribe to the <u>PSC Channel</u> to view online, exercises and lessons contained in the program. Subscription to the PSC Channel is mandatory during the duration of the course work and the cost is not included in the course. Fees are \$9.99 per mo. <a href="https://training.pilatessportscenter.com/subscribe">https://training.pilatessportscenter.com/subscribe</a>

**Tutoring:** Tutoring with a PSC Master Teacher only is \$99 per hour for the purpose of course material review, quizzing, mock test, etc. and is payable directly to the Master Teacher 24 hours prior to the session. Late cancellation (less than 24-hour notice) is charged at the full tutoring rate or any fraction thereof if time was to be shared with other student(s).

Tutoring is considered an outside-class activity and is not covered by your tuition. You may apply tutoring as: *Observation / Self-Integration or Practice Teaching, all are acceptable*.

**Home Study:** You are expected to study, practice, observe, and practice teaching at least 5 hours per week during your course. It is highly encouraged to attend at least 1 hour of Private, Semi-Private or Group Class training at your host studio at your student discount which is the lowest posted rate for any service with the teacher of your choice.

Subscription to the PSC Channel is mandatory during the duration of the course work and the cost is not included in the course. Fees are \$9.99 per mo. <a href="https://training.pilatessportscenter.com/subscribe">https://training.pilatessportscenter.com/subscribe</a>

**Etiquette**: Attend fully to the MT(s) and refrain from conversations or activities that are not pertinent to the instruction. Cell phones should be silenced at all times during class. Please be respectful of staff, clients and others in the Studio.

Phone conversations/texting should be taken outside and may be considered missed class time. Eating is not allowed in the Studio at any time. (An area will be provided for you, ask your MT). Please respect MT's breaks; this time is needed for rejuvenation. Please dress appropriately, no shoes in the studio or on equipment. Personal items should be stowed. Socks are required to work on machines. Arrive perfume and fragrance-free. Do not attend class if you are sick—this will be considered missed class time. All COVID-19 protocols will be followed as determined by the local mandates in your course location. PSC reserves the right to terminate any student from the Course for misconduct and/or any other unprofessional behavior. (Misconduct is defined as violent behavior, alcohol or drug use, sexual misconduct, verbal or physical abuse, intentional property damage, or theft.) If a student is terminated for misconduct, there will be no refund of any program or module tuition.

**Questions and Problems**: This college-level course moves at a rapid pace allowing very little room for absences or falling behind. *If you are feeling overwhelmed or do not understand the covered material, please seek assistance ASAP - all questions are valued.* Please notify MT or PSC Directors if questions are not being answered to satisfaction. MT may ask questions to be held until after class, but we <u>are</u> committed to your learning and may address problems individually so as not to hold back other students. MT's and the Directors are available by phone, email, and are here to help you!

Studying, Testing, Practical Exams & Certificate of Completion: We encourage study partners and/or groups. Master Teachers may be available to assist you if you are studying in a PSC Teacher Training Studio. A minimum of 5+ hours of study is required per week. Final exams are written for each individual student and are oral, practical, and written. Practical/oral reviews "Hat Tricks" are held in a group format at the end of each module (twice in Reformer Module) to monitor your progress. Students must get a passing score on each review. The Final Exam date is TBD by your MT and is usually on the last day of the course OR a date will be set during the course and will be given to the entire class. All modular students are required to return for the exam on that date. If the date is changed after the course has begun for any reason, and you cannot attend, please discuss this with your "MT." A non-passing grade on, or missing (optional or not) the Final Exam (written OR Practical) for any reason will require a retest at a later date with a \$100 re-test fee. Additionally, a project may be assigned, and/or additional hours of observation or practice may be assigned on a case-by-case basis. You are entitled to ONE (1) retest of each exam (written or practical) to yield a passing score or you have forfeited your diploma unless your Master Teacher has made arrangements with the Pilates Sports Center Directors to allow an additional exam.

Cheating: During the written exam if you are found cheating you will be asked to leave immediately and will forfeit your diploma privileges. On the practical exam, if you give verbal or physical hints to your partner, it will be considered cheating on your part. If you deliberately derail your partner (by acting inappropriately, confusing them intentionally, or in any other way detracting from their performance) you will be asked to leave immediately and may be given an assignment before passing the course and receiving a Certificate of Completion). Completion of a course does not automatically result in the award of a Certificate, employment, or rental privileges at PSC or the Host Studio. Student's skills will be evaluated on an individual basis and a Certificate of Completion will be granted at the sole discretion of PSC Directors. Replacement Certificates will be provided at a fee of \$50.00 (lost, address or name change, etc.) plus any applicable shipping costs. If you change your address, name or how you wish your name to appear on your certificate and do not notify PSC after your application has been made, you are liable for the change fee from what you stated on your original application.

**Requirements for Certificate of Completion:** Certificate issued upon completing all course requirements including, but not limited to:

- 128 hours of Classroom Experience with a PSC Master Teacher Provided
- 75 hours Observation & Apprenticeship: (Observation 50 hrs. of qualified "Instructor" (not other students or classmates) & Apprenticeship (25 hrs.)
- 100 hours of Practice Teaching / Charting with classmates/family/friends etc.
- 40 hours of Self Integration (additional Pilates private/semi-private or mat class experience with qualified Pilates instructors, not other students, may be done anywhere at Student's expense)
- 45 hours Client Assessment and Programming Project assignment (this will overlap with your practice teaching hours) 45 hours Credit given regardless of hours spent on Project
- 25 hours of an Anatomy Thesis Project assignment (you will present in class or by video submission towards the end of the course for approx. 3-5 minutes) 25 hours Credit given regardless of hours spent on Project
- 15 hours Pilates Professional Video/DVD/Online Observation (PSC Channel is approved for this category)
- Passing scores on all "Hat Tricks" quizzes, exams and projects

## Requirements are different for Mat only or any Modular Course - per Module the requirements are:

- 20 hours of Observation (15 hrs.) / Apprenticeship (5 hrs.) of qualified instructors (not other students or classmates)
- 25 hours of Practice Teaching/Charting with classmates/family/friends etc.
- 10 hours of self-integration (additional Pilates private/semi-private or mat class experience with qualified instructors <u>not</u> other students or classmates)
- 12 hours Client Assessment and Programming Project assignment
- 5 hours Pilates Professional Video/DVD Observation (PSC Channel is approved for this category)
- Passing scores on tests, practical exams and projects as previously described

## **Observation & Apprenticeship:** (Full Course = 75 hours: Observation 50 hrs. / Apprenticeship 25 hrs.)

- You may observe at your PSC Host Studio by reservation, free of charge.
- You must observe a qualified Pilates "Instructor" NCPT Certified if possible. Observing other students is not considered observation time.
- We urge you to diversify your observation as much as possible to see a range of work.
- Your PSC Studio should be your home base at least 50% of the time.
- Check with other studios to see if observation etc. is allowed. PSC is not responsible for fees or rules at other (non-PSC) locations
- You may not observe any one teacher for more than a 4-hour period in one day.
- Your MT or Host Studio may limit how many students can observe at once.
- The teacher has the right to terminate the observation at any time.
- Verify with the teacher you wish to observe for their/client's agreement at least 24 hours prior.
- No photography or recording devices are permitted during observation. Notes may be taken.
- <u>Students may not sit behind the desk</u> or at the MT/Instructor work area. An observation area will be established for you and any teacher may ask to reposition you at their discretion.
- Do not obstruct clients from their session prep or as they exit the studio. They need an area to change shoes, or wait, etc.
- Only students who are actively taking the course can use the Studio for practice teaching/observation.
- Hold questions until the client is finished *and departs* and the teacher becomes available.
- Keep a comfortable distance and be aware of your angle of observation. You need to be seated and attentive. Lying down, working out/stretching, napping, talking, texting etc. is not observation time.
- Conversation during observation is to be avoided. If the client or teacher engages you in conversation, refrain from engaging – this is not an invitation to begin "co-training"
- Apprentice hours in your Host Studio involve helping at the front desk, assisting in the Studio as determined by your
- MT and their staff. You will gain real Studio experience worth 10-25 hours in your Observation category
- (Depending if it's a Modular or Comprehensive Program) get signatures each time you finish a shift.

### **Practice Teaching:** (Full Course = 100 hours of Practice Teaching / Charting)

- You practice teaching from the Pilates Sports Center Manuals with classmates, family, or friends as you also integrate your charting skills.
- Studio practice teaching time is included, free of charge, with classmates only, by reservation with the assistance of staff. Be sure to reserve how many people you intend to practice teach. Rental charges will apply if late canceled or a no-show. (Machines and space have been reserved and take away from other students and trainers).
- You may not schedule yourself or arrive unannounced.
- Paying studio clients and studio trainers get preference in booking and equipment usage at all times.
- Please be aware of other teachers and clients in the Studio. Your volume, distance, belongings etc need to be considerate of others in the Studio.
- A staff Pilates Instructor must be on the premises for you to utilize equipment. If an Instructor is not present, Mat work ONLY may be practiced.
- No photography or recording devices are permitted at any time without permission of the studio owner. Notes may be taken.
- Rental fees apply (\$10 pp) for outside "clients" (other than classmates). Rent is due at the time of the rental. Late rent will be deducted from your credit card on file.
- Every new "client" sign the Studio's Liability Waiver and Intake form before training. You must review the intake form for possible issues before training ask your Studio manager or Master Teacher for guidance! Your MT will show you the

## Studio's Intake Form and go over it with you. You will submit the intake form to the studio owner.

- Get signature from the "client" each time you finish practice teaching on your log sheet provided.
- You must obtain Student Insurance and provide it to the Studio before training or practicing any exercises in the Host Studio. Pilates Sports Center provides discounted insurance information for you please ask or call Headquarters
- You agree to restore all equipment to "Neutral Position" return all props and maintain a safe environment. (No props or equipment left in a hazardous manner) during and after your session.
- While in the PSC Program, you agree to practice and teach <u>only what is taught in the Program and shown in the Manual</u> (no experimental props, exercises or exercise variations) Practice <u>Manual material</u> only in your host Studio.
- If any injury occurs while training in the Host Studio, notify your studio ASAP. A full Incident Report will be made and signed by all parties and kept on file in the Host Studio. Your MT will show you the Studio's Incident Report and go over how it is completed.

# **Self-Integration:** ( $Full\ Course = 40\ hours\ of\ Self-Integration)$

- Involves you taking Pilates private/semi-private or mat class <u>with qualified Instructors</u> not other students or classmates) may be done anywhere at your expense.
- Inquire with your "PSC Instructor" about any discounts they may offer to you. We encourage you to diversify this as much as possible. (Please keep video/DVD workouts to a minimum)
- Get a signature from the teacher each time you finish a session

**Client Assessment Project:** (Full Course = 45 hours Client Assessment and Programming Project) Involves you creating a "client" assessment: what form will you use? What will you ask? How will you use this to program the session? You will chart the client's progress during your practice teaching hours. You may use more than one client for this project. Submit this project with your other hours/logs. Your MT may have samples on file for you to review. Be creative, be individual.

Anatomy Thesis Project: (Full Course = 25 hours Anatomy Thesis Project) Involves you creating a presentation on the topic from Nuts and Bolts or Philosophy chapters to present to your class. (Ex: Kyphotic posture, teaching grounding etc.) What materials will you use to present? What will your handout contain? You will present for approx. 3-5 minutes in class or via video submission towards end of the course for 25 hours credit. Your MT may assign if needed. Your MT may have samples on file for you to review. Be creative, be individual.

### Other:

- Vulgar language, gossip, or rudeness is not appropriate in any Studio; you represent PSC and are building a reputation for yourself please be professional.
- If you have a conflict with another student, or teacher in the Studio, you are expected to manage it with the utmost respect, and professionalism and may call on PSC Directors to assist in any way. PSC will attempt to resolve the issue.
- Complete your Log Sheets completely: <u>ALL information at the top of each Log Sheet is vital</u>. Incomplete information will delay your Certificate/Diploma.
- "PSC," or Host Studio, cannot credit you lost time sheets for any hours. Copy them periodically with your name and contact number in case of loss.
- An authorized teacher or MT must sign time sheets at the time of observation/apprenticeship.
- If any student falsifies hours or cheats, they will be terminated from the course with no refund or Certificate of Completion.
- Violation of any of these terms will result in written notice to the student, placed in the student file and may result in loss of observation/apprentice or practice time privileges.
- If you are having issues completing your hours, ask for help from your MT or a PSC Director we are here to assist you.
- Upon successful graduation, students may audit previously taken modules, free of charge, by reservation only on a limited 1-2-hour basis as an observer only.
- Upon successful graduation, students may not continue to observe, practice or rent space at the host studio without express authorization of the studio owner.

**Certificate of Completion:** Once a student has completed the Comprehensive Program /module, successfully fulfilled all hours, passed all quizzes and tests, and submitted all projects, the student shall receive a Certificate of Completion specifying a

Comprehensive Program or any portion thereof. Students have six months after the last day of the course or after the scheduled final exam date, (whatever comes later) to complete all re-exams, hours and projects prior to receiving a Certificate of Completion. Failure to complete by the six-month mark will yield no refund, certificate or retest. Extensions will be considered on a case-by-case basis and must be done in writing directly with your Master Teacher. PSC does not guarantee that by enrolling in the course that a certificate of completion will be given. PSC does not guarantee employment or rental privileges with PSC Host Studio or any other Pilates Studio during or after the course. Once you graduate (with a Certificate) you must get Studio approval to continue renting space to train clients. If approval is granted, full studio rental rates and instructor insurance coverage will be required as well as any applicable Host Studio Contracts. For all PSC Graduates, PSC has a job board PilatesSportsCenter.com. Any tampering with or falsification of a certificate is trademark infringement against Pilates Sports Center and will be grounds for revocation of all certificate of completion status with PSC. An Ethics Violation Report to the appropriate Pilates organizations (NCPT, PMA and/or any other agency) may be made and possible legal action may be taken. You may not refer to yourself as "Pilates Certified" unless you have taken and passed the NCPT Certification Exam.

The Manual: A photographic and detailed manual has been created for each module of the PSC Program that outlines each Pilates exercise with its name, alternate name, contraindications, muscular focus, intention, set up, movement, monitor points, cues, modifications and variations if applicable and any special notes pertaining to the exercise. Please write your name and phone or email in each Manual you are given. One copy of each Manual is included in the cost of the Program. If you are attending a Modular Program you are only entitled to that Manual. A Manual will be issued when payment has been made, a deposit does not entitle a student to a Manual. Manuals are given on day (1) one of a module, not prior to. Only Graduates of the Program can purchase replacement Manuals. If your Manual is lost or stolen, you will be responsible for the replacement cost of the Manual or of those section(s). PSC has gone to great lengths to provide you with the most comprehensive Manual available. The student specifically acknowledges that he/she shall not cause or permit the manual to be sold, traded, copied, duplicated, photographed, scanned, entered into any form of electrical or mechanical memory bank of any kind or replicated in any form or fashion. This includes Xeroxing the Manual to make flashcards or study materials, to reduce or expand its size or for any other reason. He/she further acknowledges that a violation of this provision will cause PSC immediate and irreparable harm for which the financial damages to PSC may be difficult or impossible to calculate, either in the present or future, and that such a violation shall constitute a substantial and material violation of law. The manual and/or all parts thereof, have either been copyrighted nationally and/or internationally by PSC. The student acknowledges these manuals and the right to reproduce and disseminate them are exclusively owned by PSC. Each student agrees that he/she will permit no act, either of commission or omission, which would in any way interfere with or abrogate PSC's copyright. All legal rights are expressly reserved.

Covenant Not to Compete: Student agrees that Student will not compete with PSC, solicit PSC clients or the clients of any PSC Host Studio, or operate a Pilates Studio OR a Pilates Teacher Training Program within a radius of seven (7) miles from any Studio licensed by PSC to conduct Pilates Teacher Training. This non-competition clause shall be binding for a period of three (3) years following from the date of this Contract or the date of graduation, whichever is later, and Student agrees that this covenant shall be binding on any of his/her agents or employees.

**Altering the Program:** No PSC MT has the authority to alter any part of this Student Contract either orally, in writing or in practice, without express written permission from PSC, including, tuition, requirements, course content, the Manual either by duplication, addition or omission or the course schedule. No PSC MT shall unreasonably withhold any part of the Program or Diploma from the Student. Student has the right to file a grievance as outlined below if this Contract is not upheld by the MT.

Student Grievance and Non-Discrimination Policy: PSC is committed to a policy against legally impermissible, arbitrary, or unreasonable discriminatory practices. All PSC personnel including the Directors, Master Teachers/Instructors, staff, and students are governed by this policy of nondiscrimination. Pilates Sports Center Teacher Training Program (the "Program"), in accordance with applicable federal and state law and PSC policy, prohibits discrimination, including harassment, on the basis of race, national origin, color, creed, religion, sex, age, disability, gender identity, gender expression, or sexual orientation, medical condition, ancestry, marital status, citizenship, or status as a veteran or special disabled veteran.

#### I. Purpose and Scope

A. The purpose of this procedure is to provide PSC students an opportunity to resolve complaints alleging discrimination based upon any of the above listed grounds. This procedure is also available for the resolution of complaints alleging inappropriate application to a student of any other rules or policies of the PSC Program. It is the intent of this procedure that student complaints should be resolved, if at all possible, in the PSC Program Host Pilates Studio ("Studio") where they arise.

### II. Definitions

- A. Director or "Instructor": The person or persons designated to receive, investigate, mediate, and resolve complaints brought under this procedure.
- B. Student: An individual who (a) is enrolled in or registered in the Program; (b) has completed the immediately preceding term and is eligible for re-enrollment, including the recess periods between academic terms; or (c) is on approved Leave of Absence status.
- C. Respondent: The person designated to answer or respond to the complaint. Generally, the respondent would be the head of the Studio in which the violation allegedly occurred. D. Notification: Notification takes place two days after the date of posting of any document in the United States mail, properly addressed. Written communications to a complainant are properly addressed when sent to the address given in the complaint or the last address given since the filing of the complaint.

E. Time: All time periods referred to in this procedure refer to calendar days.

### III. Studio Level Resolution Procedures

A. Informal Process: Before filing a grievance under this Policy, a student should attempt to resolve the matter informally with the person alleged to have committed the violation, or with the head of the Studio in which the alleged violation occurred, or both of them. Attempts to

resolve the matter informally should be completed within two (2) days from the time at which the student knew or could reasonably be expected to have known of the action being grieved.

#### IV. Formal Resolution Procedures

A. Filing: If the student is not satisfied with the outcome of the studio level resolution, the student may file a formal student grievance with PSC Directors within five (5) days of notice of the outcome of the studio level process. Student grievances must be in writing and signed by the student. Grievances must contain the student's address and phone number to the extent available, a detailed statement of the specific action being grieved, the approximate date when the action took place, the resulting injury or harm, the specific policy, or rule alleged to have been violated (if known), a description of the evidence supporting the grievance, whether informal procedures were available and completed, and the remedy or relief requested. It is the responsibility of the complainant to update the PSC Director or "Instructor" as to the appropriate address to use throughout the grievance process.

B. Initial Review: Upon receipt of a formal student grievance, the Directors of PSC, shall promptly review the grievance and make an initial determination regarding whether the grievance is complete, timely, within the jurisdiction of the Student Grievance Procedure, and alleges facts, which if true, would constitute a violation of PSC policy. The Directors shall complete initial review of the grievance and notify the complainant of the determination in writing within five (5) days of the receipt of the complaint. If the Directors determine that the grievance is incomplete, the student will have two (2) days from the date of the written notice to make the grievance complete. If the student fails to make the grievance complete, the grievance will be dismissed. If the Directors determine that the grievance is untimely, outside the jurisdiction, or factually insufficient, the grievance will be dismissed. The Directors may investigate some issues and dismiss others pursuant to this review process. If a complaint is dismissed, the Directors will provide the student with a written explanation of the basis for the dismissal.

C. Investigation Process: The Investigation Process shall remain confidential. The PSC Directors will commence the investigation by contacting the "Instructor" of the Program and any other parties. The Director may seek to mediate a resolution or negotiate an administrative settlement of the grievance at any time during the course of the investigation. If the Director believes Mediation to be the best resolution, the Student agrees to participate, if the alleged accused party is a Student or PSC Staff. If a resolution satisfactory to both the grievant and the respondent is reached, the Director will notify both parties of the voluntary resolution in writing and the grievance will be dismissed.

#### V. Disciplinary Procedures

All matters of discipline against an "Instructor" shall be confidential, and the Student shall only be notified that discipline has been imposed. Discipline is a matter of Employee/ Employer relations. The purpose of this Grievance Policy is to remedy the harm done to the grievant and not to impose punitive sanctions on "Instructor" or other students. However, in some cases, the proposed corrective action may include a recommendation for disciplinary action to be taken against a "Instructor" or student. Any disciplinary actions arising from the subject matter of such complaints shall be in accordance with established policies of PSC including, but not limited to:

The Student Contract - This contains PSC guidelines on student conduct and student disciplinary procedures

Master Teacher Agreement - This contains PSC policy on Pilates Sports Center Code of Conduct

Sexual Harassment Policy: Sexual Harassment is defined as unwelcome verbal, visual, or physical conduct of a sexual nature that is severe or pervasive and affects working conditions or creates a hostile work environment.

#### Examples:

- Verbal or Written Comments about clothing, personal behavior, or a person's body; sexual or sex based jokes; requesting sexual favors or repeatedly asking a person out; sexual innuendoes; telling rumors about a person's personal or sexual life; threatening a person.
- Physical Assault impeding or blocking movement; inappropriate touching of a person or a person's clothing; kissing, hugging, patting, stroking.
- Non-verbal Looking up and down a person's body; derogatory gestures or facial expressions of a sexual nature; following a person
- · Visual Posters, drawings, pictures, screensavers or emails of a sexual nature

Procedure: Any student who feels they have been subject to sexual harassment should take the following actions:

- Speak directly to the source of the discrimination.
- If this is not a reasonable option, or if such an option does not remedy the situation, speak with your "Instructor" or Studio owner.
- If this is not a reasonable option, or if such an option does not remedy the situation, speak with the PSC Directors.
- If this is not a reasonable option, or if such an option does not remedy the situation, document all relevant facts and send documentation to: Pilates Sports Center International Inc.

I have read and understand the above procedures and commit to following the steps delineated if I feel I have been made a victim of sexual harassment. Students who are found to have sexually harassed or knowingly filed a false complaint of sexual harassment against another employee, student, or MT shall be subject to disciplinary action, including termination and dismissal from Program with no refund or Certificate of Completion. The student may cancel this contract at any time prior to midnight of the third (3) business day after signing this contract.

<u>Contact Corp Headquarters:</u> Pilates Sports Center International Inc. 818-231-6777 info@PilatesSportsCenter.com www.PilatesSportsCenter.com

Student can also <u>fill out this form</u> (found on the PSC website Teacher Training page) to describe your case. Once you submit the form, a Director will contact you. All information you provide will remain confidential.

**Release of Liability:** In consideration of being allowed to participate in any way in any Pilates Sports Center Training Program, related events, and activities (the "Program") conducted at Pilates Sports Center, Inc. (the "Studio"), the undersigned acknowledges and agrees as follows:

1) I understand that there are inherent risks of bodily injury, permanent paralysis, death, and property damage and loss, involved in participating in the Program, including, but not limited to, risks relating to the use of Pilates and other exercise equipment, use of the Studio facilities in which the Program is held, and training and instruction by Studio employees and contractors. While particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist. I knowingly and freely assume all such risks relating to my participation in the Program, both known and unknown, and expressly agree to assume full responsibility for all bodily injury, death, property damage, and theft or loss of personal property, that might result, no matter what the cause, including the ordinary negligence of the Studio, its employees, agents, or contractors.

- 2) I am voluntarily participating in this Program and willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and immediately bring such to the attention of the Studio management.
- 3) I represent that I am an adult over 18 years old, in good mental and physical condition, and have no disabilities, diseases, illnesses, or other conditions that could prevent me from exercising or participating in this college-level Program.
- 4) On behalf of myself, my heirs, assigns, personal representatives, and next of kin, I hereby waive, release, and hold harmless Pilates Sports Center International, Inc., and each of their respective affiliates, subsidiaries, parent companies, officers, directors, owners, contractors, agents and/or employees, and if applicable, owners and lessors of the premises used to conduct the Program (collectively, the "Releasees"), from any claims, demands or actions, including those for personal injury, disability, property damage or death, liabilities or losses suffered by me while participating in the Program or using the Studio premises, whether arising from the ordinary negligence of the Releasees or otherwise, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

No applicant will be denied on the basis of race, national origin, color, creed, religion, sex, age, disability, gender identity, gender expression, or sexual orientation.

Student: Keep this Contract for your records and to answer future questions ....Signature on Next Page....

# This Signature Page Will Remain in Student's File

rsc student Contract - Fruit, Sig				
I, Master Teacher: Print Name	and	Sign Name	Date	
I,				
Student: Print Name	<u>and</u>	Sign Name	Date	
How and an		Course Location (City, State		
Have read, un	derstand, and	agree to the terms of the PSC	C Student Contract and Policies	
If Student is under 18 years of age to Policies. A Minor Release Form Mu			s to the above Terms of the Student Contract	and
Parent / Guardian Signature		 Date		
	PSC C	Credit Card Authorization A	greement:	
OPTIONAL: This charge authoriza rental fees, late cancellation fees on		• •	linquent over 1 week, tutoring fees, re-test femanuals, and for no other reason.	æs,
NO CC On file will restrict the above	ve options for	r you as a student.		
Original signature required – please	e do not Fax.			
Please complete this form to author	ize Pilates Sp	ports Center, Wellness Center	of Encino, or Andromeda Stevens Chiroprac	tic, Inc
Name (as listed on CC): Print				
Today's Date:Tel	lephone Num	ber:		
Credit Card #:		(no AMEX) Expiration Da	ate: Billing Zip Code:	
Type of Card: Secur	rity Code (3 o	ligit) on back:		
money order/cashier's check in the	amount of th	e full remaining balance. If fu	ith 30 days' notice or upon issuance of cash of ands are not available at the time that we atteen zZelle check, or cash within 5 days.	
Card Holder Authorized Signature:				