Fu Zu Ba School of Massage and Reflexology

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ENROLLMENT AGREEMENT

Course Title: **Professional Practice of Therapeutic Massage – 550 Hour Course**

The School Catalog under which this Agreement is signed becomes effective on January 1, 2023, and is valid for the period Jan 1, 2023 – Jan 31, 2024 (start date).

This is an Enrollment Agreement between Fu Zu Ba School of Massage & Reflexology ("School") and the following student applicant:

Name: _____ Phone:_____ DOB 生日:_____

Address: _____ Zip Code: _____

Gender: (Male / Female) Email: _____ SS#: xxx-xx-_____

Program Start Date: 3/10/2023 **Estimated** Date of Completion: 6/30/2023

SCHEDULE OF CHARGES:	Registration Fee:	$ 100.00
	Tuition:	$4,900.00
	TOTAL CHARGES:	**$5,000.00**

Prior to signing this Agreement, the Applicant received the current year's Student Catalog. The Student Catalog is hereby incorporated into this agreement by reference in its entirety.

SCHEDULE OF PAYMENTS: The total charges listed above may be paid in full at enrollment, or may be paid in no more than three payments. A discount may apply if total charges are paid in full before classes start. An additional fee may be charged if total charges are paid in three payments. There is a 4% service fee if payment is by credit card. Transcripts may not be released until the tuition and fees agreed to in this Enrollment Agreement are paid in full.

REFUND POLICY: (1-a) If the institution has substantially failed to furnish the training program agreed upon in this enrollment agreement, the institution shall refund all the money the student has paid.
(1-b) If a student cancels his or her enrollment within three days of signing the Enrollment Agreement, the School shall refund 100% of the money the student has paid to the school. The process for cancellation is that the student notifies the Registrar (707/235-5736), Student Services Coordinator (210/843-2868) or Director (702/431-3737) of her/his intent to cancel either verbally or in writing.
(1-c) If a student withdraws or is expelled by the institution after the start of the training program and before the completion of more than 60 percent of the program, the institution shall refund to the student a pro rata amount of the tuition agreed upon in the enrollment agreement, minus 10 percent of the tuition agreed upon in the enrollment agreement or $150, whichever is less.
(1-d) If a student withdraws or is expelled by the institution after completion of more than 60 percent of the training program, the institution is not required to refund the student any money and may charge the student the entire cost of the tuition agreed upon in the enrollment agreement.

2. If a refund is owed, the institution shall pay the refund to the person or entity who paid the tuition within 15 calendar days after the:
(a) Date of cancellation by the student of his or her enrollment;
(b) Date of termination by the institution of the enrollment of the student;
(c) Last day of an authorized leave of absence if a student fails to return after the period of authorized absence; or
(d) Last day of attendance of the student, whichever is applicable.

3. Books, educational supplies or equipment for individual use are not included in the policy for refund required by the above language, and a separate refund must be paid by the institution to the student if those

Student Initial: _____

items were paid for but not used by the student. Disputes will be resolved by the Director for refunds required by this policy on a case-by-case basis.

4. For the purposes of refund calculation:

(a) The period of a student's attendance must be measured from the first day of instruction as set forth in the enrollment agreement through the student's last day of actual attendance, regardless of absences.

(b) The period of time for a training program is the period set forth in the enrollment agreement.

(c) Tuition must be calculated using the tuition and fees set forth in the enrollment agreement and does not include books, educational supplies or equipment that is listed separately from the tuition and fees

NON-DISCRIMINATION: Fu Zu Ba School of Reflexology is an equal opportunity employer and educator. The School does not discriminate on the basis of age, gender, race, ethnicity, national origin, religious preference, or sexual orientation in either the hiring of staff or the acceptance of students.

ENTRANCE REQUIREMENTS: The minimum level of education and preparation for admission to all programs of the Fu Zu Ba School of Massage and Reflexology is:

- The student must have reached the age of 18, as verified by a government-issued photo ID;
- The student must provide the school with a copy of his/her high school diploma or its equivalent;
- The student must be physically and mentally capable of performing therapeutic massage or reflexology, as determined in interview with the Director or her designee; and
- The student must have no convictions (other than traffic violations) on her/his record, as verified by informed self-report with the understanding that such a conviction could result in denial of the licensure for which the course would prepare the student.

CLASS SCHEDULE:

- Unit A: Anatomy, Physiology and Kinesiology (APK) comprises 125 hours.
- Unit B: Theory and Practice of Massage comprises 220 hours. Student Clinic comprises 80 of the total 220 Theory and Practice hours.
- Unit C: Other Modalities of Massage Therapy comprises 125 hours.
- Unit D: Pathology for Massage Therapists comprises 40 hours.
- Unit E: Business and Ethics for Massage Therapists comprises 40 hours.

NRS 640C.700: Below please find the text of NRS 640C.700, which lays out reasons an applicant may be denied licensure by the Nevada State Board of Massage Therapists. Prospective students are advised to study this list, and if any of these apply, to inform the school prior to enrollment in order to determine whether participation in our program has the potential to benefit the prospective student or not:

NRS 640C.700 Grounds for disciplinary action. The Board may refuse to issue a license to an applicant, or may initiate disciplinary action against a holder of a license, if the applicant or holder of the license:

1. Has submitted false, fraudulent or misleading information to the Board or any agency of this State, any other state, a territory or possession of the United States, the District of Columbia or the Federal Government;

2. Has violated any provision of this chapter or any regulation adopted pursuant thereto;

3. Has been convicted of a crime involving violence, prostitution or any other sexual offense, a crime involving any type of larceny, a crime relating to a controlled substance, a crime involving any federal or state law or regulation relating to massage therapy or a substantially similar business, or a crime involving moral turpitude within the immediately preceding 10 years;

4. Has engaged in or solicited sexual activity during the course of practicing massage on a person, with or without the consent of the person, including, without limitation, if the applicant or holder of the license:
   (a) Made sexual advances toward the person;
   (b) Requested sexual favors from the person; or
   (c) Massaged, touched or applied any instrument to the breasts of the person, unless the person has signed a written consent form provided by the Board;

5. Has habitually abused alcohol or is addicted to a controlled substance;

6. Is, in the judgment of the Board, guilty of gross negligence in the practice of massage therapy;

7. Is determined by the Board to be professionally incompetent to engage in the practice of massage therapy;

8. Has failed to provide information requested by the Board within 60 days after receiving the request;

Student Initial: _____

9. Has, in the judgment of the Board, engaged in unethical or unprofessional conduct as it relates to the practice of massage therapy;

10. Has been disciplined in another state, a territory or possession of the United States or the District of Columbia for conduct that would be a violation of the provisions of this chapter or any regulations adopted pursuant thereto if the conduct were committed in this State;

11. Has solicited or received compensation for services relating to the practice of massage therapy that s/he did not provide;

12. If the holder of the license is on probation, has violated the terms of the probation;

13. Has engaged in false, deceptive or misleading advertising, including, without limitation, falsely, deceptively or misleadingly advertising that he or she has received training in a specialty technique of massage for which he or she has not received training, practicing massage therapy under an assumed name and impersonating a licensed massage therapist;

14. Has operated a medical facility, as defined in NRS 449.0151, at any time during which:
   (a) The license of the facility was suspended or revoked; or
   (b) An act or omission occurred which resulted in the suspension or revocation of the license pursuant to NRS 449.160. This subsection applies to an owner or other principal responsible for the operation of the facility.

15. Has failed to comply with a written administrative citation issued pursuant to NRS 640C.755 within the time permitted for compliance set forth in the citation or, if a hearing is held pursuant to NRS 640C.757, within 15 business days after the hearing; or

16. Except as otherwise provided in subsection 15, has failed to pay or make arrangements to pay, as approved by the Board, an administrative fine imposed pursuant to this chapter within 60 days after:
   (a) Receiving notice of the imposition of the fine; or
   (b) The final administrative or judicial decision affirming the imposition of the fine, whichever occurs later.

APPLICANT WARRANTS THE FOLLOWING: (Please initial answer)

1. Before signing this Agreement, I was provided with a copy of the School Catalog.

   Agree_____ Disagree_____

2. I acknowledge that massage training has certain inherent dangers that no amount of care, caution, instruction, or expertise can eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN THE MASSAGE TRAINING and release the school from any liability for any physical condition or injury caused, aggravated, or affected by your participation in the courses taken at the school.

   Agree_____ Disagree_____

3. I understand that massage therapy is physically demanding and I consider myself physically able to complete the above referenced course.

   Agree_____ Disagree_____

4. I have no communicable diseases. Agree _____ Disagree _____

5. I authorize Fu Zu Ba to do a criminal background check on me.

   Agree_____ Disagree_____

6. I have not been convicted of a crime involving violence, prostitution or any other sexual offense, a crime involving any type of larceny, a crime related to a controlled substance, a crime involving any federal or state law or regulation relating to massage therapy or a substantially similar business, or a crime involving moral turpitude within the immediately preceding 10 years.

   Agree _____ Disagree_____

If you disagree with any of these statements, please explain. Attach an additional sheet if necessary.

_____

TRANSFERABILITY OF CREDITS TO AND FROM OTHER INSTITUTIONS: Fu Zu Ba School is not able to accept transfer hours or previous training earned from other institutions. The acceptance of hours earned at Fu Zu Ba School is at the complete discretion of any other institution to which the student may seek to transfer.

Student Initial: _____

ACCOUNT FOR STUDENT INDEMNIFICATION: The State of Nevada has created the "Account for Student Indemnification". According to NRS 394.553, "the money in the Account may be used to indemnify any student or enrollee who has suffered damage as a result of: (a) The discontinuance of operation of a postsecondary educational institution licensed in this state; or (b) The violation by such an institution of any provision of NRS 394.383 to 394.560, inclusive, or the regulations adopted pursuant thereto." The Account is administered by the Administrator of the Nevada Commission on Postsecondary Education located at 2800 E. St. Louis, Las Vegas, NV 89104, with phone number (702) 486-7330 and fax number (702) 486-7340.

JOB PLACEMENT is not guaranteed nor promised to graduates of Fu Zu Ba School of Massage and Reflexology. However, the School will happily give recommendations to employers for any students who have demonstrated proficiency.

PROBLEMS AND COMPLAINTS: All complaints regarding applicant's/student's relationship with Fu Zu Ba should be brought to the attention of Fu Zu Ba's Director Nathan O'Hara. Any problems which remain unresolved after having been reported to the school may be brought to the attention of the Nevada Commission on Postsecondary Education located at 8778 South Maryland Parkway, Suite 115, Las Vegas, Nevada 89123 with phone number of (702) 486-7330 and fax number of (702) 486-7340.

COMPLETE AGREEMENT: The parties agree that this writing contains the entire Agreement between the parties and that there are no oral or other representations not contained herein. Any changes to this Agreement must be in writing and signed by both parties.

PROGRAM MODIFICATION: The school reserves the right to change or modify the program contents, equipment, staff or materials, as it deems necessary. Such changes may be necessary to keep pace with technological advances and to improve teaching methods or procedures. In no event will any such changes diminish the competency or content of any program or result in additional charges to the student.

PROGRAM COURSE CANCELLATION: The school reserves the right to cancel a program start date due to insufficient enrollment. If this occurs, the student may request a full refund of all monies paid or apply all monies paid to the next scheduled class start date.

I understand that this is a legally binding contract and I agree to all of the terms contained herein.

I further understand that I will be required to give and receive free massages, and I agree to participate in the School's 80-hour Student Clinic in order to graduate.

Student and School Official verify that the student and the officer of the institution have reviewed each section of the agreement and had the opportunity to ask questions prior to signing.

My signature below certifies that I have read, understood, and agreed to my rights and responsibilities, and that I have received a copy of the Fu Zu Ba Student Catalog and understand that the Catalog is part of this Enrollment Agreement.

_____ _____

Signature of Student Date

_____ _____

Signature & Title of School Official Date

Student Initial: _____