



567 S Valley View Drive Ste 4, St George, Utah 84770 | T: (435)261-4203 E: admin@zmc.edu

Enrollment Agreement

Effective Date: February 12, 2024

Student Information

Name: _____ Date of Birth: _____

Phone: _____ Email: _____

Address: _____

City/State/Zip: _____

Social Security Number: _____

Gender (Circle One): Male Female Other: _____

Are you a Utah Resident? Yes No, I am a resident of _____

Do you plan to live with a Parent or Guardian while attending ZMC? Yes No

Highest Level of Education Attempted:

High School/GED Some College College Degree Vocational School Other _____

Date of High School Graduation or GED Completion: _____

Race (Check all that apply):

- U.S. Nonresident
- Hispanic/Latino
- American Indian or Alaska Native
- Asian
- Black or African American
- Native Hawaiian or other Pacific Islander
- White
- Other: _____

(This information is collected as part of compliance with FSA Title IV requirements)

ADMINISTRATION USE ONLY		
Professional Massage Therapy Program: 900 clock hours, 48 Weeks		
Cohort: E35	Program Start Date: 2/12/2024	Expected Graduation Date: 1/16/2025
Payment Terms & Conditions		
Tuition:	\$ 13,800.00	
Other Fees: NA	\$ --	
Current Student Balance:	\$ 13,800.00	
Notes: <u>See Additional Offer Agreement for details on Enrollment Package incentive of \$1120.33.</u>		
*Supplies are purchased on your own. If a student chooses, they may purchase an Enrollment Package through ZMC for \$1120.33.		
Payment Dates: Students may arrange payment schedules for these amounts through private lending institutions, banks, FSA or through Zion Massage College tuition payment program. ZMC does not charge interest to students for making tuition payments. All tuition must be paid before a student will be allowed to graduate from the Professional Massage Therapy Program.		
Planned Method of Payment: _____		
\$10 Application Fee Paid On: _____ Deposit Applied : _____		

Terms:

All discounts offered with Zion Massage College are strictly confidential and will not be shared with any ZMC student or unauthorized member of the ZMC staff. Details and amounts vary with availability and the student's financial need. The discounts are only valid if the student graduates. If a student withdraws or does not complete the program, the entire prorated tuition will be due and payable according to the enrollment agreement. In addition, if a student withdraws or does not complete the program, any book, table or other discount offering will be charged to the student at the full price. Used books and table are nonrefundable.

School & Student Agreements

1. Instruction: ZMC agrees to provide the program/course of instruction indicated on the first page of this Enrollment Agreement, using such facilities, instructional methods, and equipment as the school shall deem proper. ZMC has described, in writing, in the school curriculum, the prerequisites and requirements for successfully completing the program.
2. Graduation: The student agrees to abide by ZMC'S regulations, policies, and procedures during the period of attendance and understands that excessive absences, failing grades, or unsatisfactory conduct can result in disciplinary actions and possible dismissal or suspension. To become eligible for graduation and receive a certificate, the student must have met all class work (including Student Clinic Internship) requirements and satisfied all financial and other obligations to ZMC. Students are required to pay a prorated amount to retake classes.

Cancellation Policy

1. If an applicant is not accepted for enrollment by ZMC, all monies paid will be refunded, less the application fee.
2. Applicants who cancel their application after signing an Enrollment Agreement and prior to beginning classes will receive a refund of all monies paid to ZMC less the application fee.
3. Applicants who have not visited the School may cancel their applications within three (3) business days after the regularly scheduled first day of class or their first visit to the school, whichever occurs first, and receive a refund of all monies paid to ZMC, less the application fee.

Refund Policy

ZMC uses standard FSA calculations to determine the refund due to the student and if there is an outstanding balance due to the school. Examples of Return to Title IV, institutional, and/or state refund calculations may be obtained from the Financial Aid Department. Students who wish to withdraw should fill out a withdrawal form with the Program Director. Students who do not remain current with payments due to the school may be sent to collections.

After the first week through seventy-five percent (75%/approx 36 weeks) of the 48-week program and financial obligation, the charges retained will not exceed a pro-rata portion of the tuition for the training period completed. After seventy-five percent (75%/approx 36 weeks) of the 48 week period of training and financial obligation, ZMC will retain the full amount of tuition. All refunds are based on tuition charges for the program. Tuition is charged on an hourly prorated basis and is calculated through the last date of attendance.

The school applies its institutional refund policy to all students. Withdrawal or dismissal before the start of the second week of the Professional Massage Therapy Program results in no tuition charges. Please note that textbook and table purchases may only be returned in new, unused condition within 20 days of purchase. Students that withdraw from the program before the end of the first week of classes will be considered a "cancel" instead of a "withdrawal." No Title IV funds can or will be used to cover the above charges.

For Veterans using the G.I. Bill®, ZMC accepts the refund policy outlined in policy 38 CFR 21. 4255.

Tuition Refund Timeline:

The school will make refunds within 30 calendar days of the date the student officially withdraws, or the date the school determines that the student has unofficially withdrawn. Refunds will be calculated based on the student's last day of attendance. Students that withdraw before or within the first week of class attendance will incur no tuition charges. Other purchases such as textbooks, supplies or additional items will be charged to the student.

R2T4 Policy (Return of Title IV Financial Aid)

If a recipient of Title IV funds withdraws during their period of enrollment, unearned Title IV funds must be returned to the Title IV programs. The US Department of Education requires institutions to apply the R2T4 (Return to Title IV Funds) policy for students withdrawing from a school who receive Title IV financial aid. Title IV programs include: Federal Pell Grants, Unsubsidized Direct Loans, Subsidized Direct Loans, and other applicable government grants and loans. This policy is separate from ZMC's institutional refund policy.

If a student receives financial aid and then completely withdraws from classes prior to completion of 60% of the program, they will be assessed a percentage of unearned financial aid. It is important to understand that you earn aid as you progress through the program, in a pro-rata manner. For example, if a student completes 40% of the program, they will earn 40% of their aid awarded for the program.

The amount of Title IV funds to be returned is calculated by subtracting the amount earned from the amount disbursed. The amount earned is calculated by multiplying the % of the payment period(s) completed by the Title IV funds that were disbursed and could have been disbursed. The difference between the earned amount and the funds disbursed is the amount to be returned to the Title IV program.

Students must repay the institutional portion of assessed refunds. Failure to repay will result in a hold on academic records and will disqualify the student from future registration at Zion Massage College. Any federal portion due will be reported to the U.S. Department of Education. Failure to make satisfactory repayment arrangements or failure to make scheduled payments may result in ineligibility to receive further Federal Student Aid.

If a portion of aid received is from a Loan, the assessed repayment will be made according to the conditions indicated on the Loan Promissory Note. There are no Title IV refunds for students that have completed over 60% of the payment period.

Once the Title IV refund calculation is completed, the Utah Postsecondary Proprietary School Act Rules R152-34-8(f) calculations are performed. If either results in a refund greater than the Title IV refund calculation, then the larger of the two is refunded to the student.

Assessed repayments will be refunded to the financial aid programs from which they were paid in the following order:

1. Federal Unsubsidized Stafford Loan
2. Federal Subsidized Stafford Loan
3. Federal Direct PLUS Loans (Parent)
4. Federal Pell Grants
5. Federal Supplemental Educational Opportunity Grant
6. Other Federal Source of Aid
7. Other State Private and Institutional Aid

It is important to note that withdrawal requirements for Title IV funds are separate from ZMC (or any school's) refund policy. ZMC will charge the student for any Title IV Program funds that ZMC was required to return.

A student that withdraws prior to 60% of the program completion must return all unearned Title IV funds as determined by federal policy.

If you receive an overpayment of financial aid, even if it is a result of an institutional error, you will be required to repay the overpayment in order to maintain eligibility for financial aid. ZMC will charge the student for Title IV program funds that ZMC was required to return.

In compliance with the Return to Federal Funds Regulations, ZMC adheres to the following rules taken from Chapter 2 of the FSA Handbook:

1. A school must always return any unearned Title IV funds it is responsible for returning within 45 days of the date the school determined the student withdrew, and offer any Post-withdrawal disbursement of loan funds within 30 days of that date.
2. A school must disburse any Title IV grant funds a student is due as part of a Post-withdrawal* disbursement within 45 days of the date the school determined the student withdrew, and disburse any loan funds a student accepts within 180 days of that date. **Post withdrawal disbursement is defined as aid disbursements that a student was entitled to receive but that had not been disbursed to the student at the time of withdrawal.*
3. Unless a student subject to verification has provided all required verification documents in time for the school to meet the Return deadlines, the school includes as Aid Disbursed or Aid That Could Have Been Disbursed in the Return calculation only those Title IV funds not subject to verification.
4. If a student who failed to provide all required verification documents in time for the school to meet the Return deadline later provides those documents prior to the applicable verification deadline, the school must perform a new Return calculation on all of the aid the student qualified for based on the completed verification documents and make the appropriate adjustments.
5. If a student never attended class, all aid will be refunded.

Return to Title IV funds calculations are performed from the last day, which the student attended class. All returns are made within 30 days from the determination of the student's withdrawal.

Withdrawal from the program falls into two categories:

1. Unofficial Withdrawal
2. Official Withdrawal

Students should familiarize themselves with the withdrawal policies, which can be found below:

Unofficial Withdrawals

Each day, attendance is taken by each course instructor. This attendance is submitted and reviewed on a daily basis by the school's Administrative Staff. If a student fails to officially withdraw but stops attending class, after two weeks of non-attendance, they will be Unofficially Withdrawn from the program. The student's withdrawal date will be counted as the last date of attendance by the student.

Failure to attend prior to the 60% mark of the program will result in the student being billed for any outstanding charges that are reflected as a result of the R2T4 (Return to Title IV) funds. Returns will be processed within 30 days of determination that the student was an Unofficial Withdrawal.

Official Withdrawals

A student that wishes to Officially Withdraw from the program must submit a written, signed and dated letter informing the school of their intentions. The student may meet with one of ZMC's Admissions or Program Directors and complete a Withdrawal form or submit a letter via mail or email.

Before deciding to withdraw, a student should familiarize themselves with the refund deadlines and financial liability for tuition and fees. To send a written, signed and dated letter of withdrawal, please email to admin@zmc.edu or address your hard-copy letter to:

Zion Massage College
Program Admissions
567 S. Valley View Dr. ste 4
St. George, Utah 84770

The Official Withdrawal date will be calculated from the last date of attendance by the student. Federal Student Aid Information can also be found on the web at www.studentaid.ed.gov or by calling 1-800-4-FEDAID.

Methods Used to Collect Delinquent Tuition

The student must pay all tuition and balances owed to the school prior to graduation from the program. If the student is unable to pay such amounts before leaving the school their official transcript will be held until such time. If the student is unable to pay all amounts owed before leaving the school, the student must meet with the Admissions Director to make arrangements for owed payments. If the student fails to (a) make arrangements deemed acceptable by the school or (b) fulfill the terms of his/her payment arrangements, the school will exercise all of its rights and remedies against the student to collect the amount owed including referring the student's account to a collection agency.

Returns on Materials

Facility fees are not refundable. Please note that textbook and table purchases may only be returned in new, unused condition within 20 days of purchase. After 20 days, textbooks and tables purchased are non-refundable.

Scheduling information

Professional Massage Therapy Program Day

Regular Classes: **Monday-Thursday, 9am - 1pm; two 3-day weekend Thai Courses**

Professional Massage Therapy Program Evening

Regular Classes: **Monday-Thursday, 5pm - 9pm; two 3-day weekend Thai Courses**

Student Clinic Internship:

<i>Monday – Thursday:</i>	1:20 pm – 3:40 pm
<i>Friday:</i>	9:50 am – 3:40 pm
<i>Saturday:</i>	9:50 am – 3:40 pm

Student Transfers

ZMC will accept anywhere from 0 to 500 hours of education from NCBTMB approved schools. Once it is deemed that the hours in any course meets ZMC requirements, the grade may be added to the Transcript as the final grade in a course. No partial hours are given in a course. The Clock hour to Credit hour conversion is 1 credit for every 10 hours per NCBTMB standard conversion.

Vocational Student Agreement

As a newly enrolled student at ZMC, I understand the following:

1. Zion Massage College is a vocational school to prepare students to obtain a License as a massage therapist.
2. It is my obligation as a student and a graduate to:
 - a. Complete all course work and graduate on time.
 - b. While in school, create a plan to work in the massage therapy industry immediately after graduation.
 - c. Upon graduation, obtain a license where necessary and start working as a professional massage therapist.
3. Self-employment is a common vocational objective of the training, and I may choose to pursue self-employment in order to fulfill my vocational objectives upon graduation.
4. It is my obligation, while in school and after graduation, to look, to behave, and to speak like a professional bodyworker. I understand that I represent an emerging profession and I agree to conduct myself with the intention that I contribute to a positive image of massage therapy as a profession to the public.

I certify that I have read this page. Student Initials:

Licensing

- Many states/municipalities require licensure in order to obtain employment as a massage therapist.
- Additionally, states/municipalities may require National Certification/MBLEx, which involves a written, multiple choice test.
- In states/municipalities that require licensure and/or National Certification/MBLEx, it is illegal to work as a massage therapist, until such licensure/certification has been obtained.
- Some states may disqualify applicants for committing certain types of criminal offenses.
- The National Certification Exam/MBLEx requires a separate application fee.
- I understand that it is my responsibility to know the licensing requirements for the state/county/municipality that I desire to work in and that I must contact the state/county/municipality to verify licensing information.

Utah Qualification Agreement

I understand that in order to practice massage therapy in the state of Utah I must pass the Utah Qualifying Questionnaire and I must meet the following qualifications as stated by the Utah Division of Occupational & Professional Licensing:

1. That if I have been convicted of an offense that would constitute a felony or misdemeanor, either in the state of Utah or in any other state or country, I may be refused licensure even though I have graduated from one of ZMC's programs. If I have been convicted as herein defined, I understand that I will have to present my case to the Utah Division of Occupational & Professional Licensing for their determination, and may or may not be placed on license probation.
2. That I am of good and moral character.

Licensing Requirements

I understand that the Professional Massage Therapy Program **does not currently meet** licensing requirements in the following states:

New York
Nebraska

ZMC does not guarantee the accuracy of the information provided above. Licensing information can be changed or updated at any time. I understand that in order to obtain licensure in the above-mentioned states, and/or any other state/county/municipality, that I may be required to complete additional classes, coursework, paperwork, or other requirements mandated by the state/county/municipality, and that the ZMC will not pay for, and will not be liable for, meeting any additional requirements for licensure.

Placement Guarantee Disclaimer

ZMC makes no claims or guarantees of job placement. It is the graduates responsible to seek and secure employment upon graduation.

Massage Table Information

All ZMC Students are required to own a table in order to work effectively outside of class, and for use in their practice. I understand that the ownership of a functional and reliable massage table for the practice for massage is required equipment in order to participate in ZMC programs.

Affidavit of Ability to Benefit

I understand that I may not attend classes at ZMC until I have demonstrated my ability to benefit from the Program, in accordance with Department of Education regulations.

I will submit one of the following documents:

- Proof of High School graduation
- Proof of College graduation
- GED

Insurance

ZMC provides liability insurance for the duration of your program up to one year. If your program completion extends beyond one year, you are responsible to provide your liability insurance for the remaining duration of the program. Insurance is available from the American Massage Therapy Association (AMTA) and the Association of Bodywork and Massage Professionals (ABMP).

Illegal substance policy

In compliance with The Drug Free Schools and Communities Act, ZMC prohibits the use of alcohol or illegal drugs on campus. Students and employees are required to inform the School if they are convicted of any drug abuse charge in a federal, state, or local court within five days of conviction. In addition, ZMC provides support to students with drug or alcohol abuse problems through a referral program. Information is made available to students by administrative staff.

Required Textbooks

Below is a list of ZMC required textbooks for the 900 hour Licensed Massage Therapy Program. Books are purchased by the student. It is the responsibility of the student to come to class prepared with required books.

Total Estimated Book Costs are \$547.60 at full retail value.

1. Zion Massage College. *ZMC Modalities Manual*. George: Zion Massage College, 2018. Print.
2. Archer & Nelson, *Applied Anatomy & Physiology for Manual Therapists*. 2e. Philadelphia, PA: Lippincott Williams & Wilkins, 2021 Print. ISBN #: 0-9982663-6-1
3. Archer & Nelson, *Study & Review Guide for Applied Anatomy & Physiology for Manual Therapists*. 2e. Philadelphia, PA: Lippincott Williams & Wilkins, 2021 Print. ISBN 3: 0-99826637X
4. Trail Guide Trio
 - Biel, Andrew. *Trail Guide to the Body: A Hands-on Guide to Locating Muscles, Bones and More*. 6e. Boulder, CO: Books of Discovery, 2019. Print. ISBN #: 0-9987850-6-7
 - Biel, Andrew. *Trail Guide to the Body: Student Workbook*. 6e. Boulder, CO: Books of Discovery, 2019. Print. ISBN #: 0-9914666-7-5
 - Biel, Andrew. *Trail Guide to Movement: Building the Body in Motion*. 2e. Boulder, CO: Books of Discovery, 2019. Print. ISBN #: 0-9987850-5-9
5. Werner, Ruth. *A Massage Therapist's Guide to Pathology: Critical Thinking and Practical Application*. 7e. Lippincott Williams & Wilkins, 2019. Print. ISBN #: 0-9982663-4-5
6. Sohnen-Moe, Cherie. *Business Mastery: A Guide for Creating a Fulfilling, Thriving Practice, and Keeping It Successful*. 5e., 2016. Print. ISBN #: 978-1-8829080-5-9
7. Dr. Daniel Amen, *Change Your Brain; Change Your Life*, 2015. Paperback. ISBN #: 978-1-101-904640

Massage Table Requirement:

All ZMC Students are required to own a table to work effectively outside of class, and for use in their practice. The ownership of a functional and reliable massage table for the practice for massage is required equipment to participate. \$499.00 effective 8/4/2022.

Required and Recommended Supplies for School

Supplies are not provided by ZMC. Required items can be purchased by the student from the retailer of his/her choice. It is the responsibility of the student to come to class prepared with required books and supplies. **Total Estimated price including taxes for supplies is \$267.41. *Price is reflected before any taxes or shipping cost.**

1. [Five twin sheet sets](#) (\$74.95 estimated price*)
2. [One Gallon Massage Oil](#) (\$76.95 estimated price*)
3. [2.5" Binder](#) (\$13.99 estimated price*)
4. [Highlighters](#) (\$5.26 estimated price*)
5. [Colored Pencils](#) (\$6.99 estimated price*)
6. [3 Containers Cleaning Wipes](#) (\$10.22 estimated price*)
7. [Holster for Oil Bottle](#) (\$15.95 estimated price*).
8. [Massage Bolster](#) (\$41.12 estimated price*)

- 9. [Blanket](#) or [Beach Towel](#) (\$15.99 estimated price*)
- 10. [Hand Towel](#) (\$5.99 estimated price*)

STUDENT ACKNOWLEDGMENTS:

Arbitration Agreement

You, the student, and Zion Massage College (ZMC) agree that any dispute or claim between you and ZMC (or any company affiliated with ZMC or any of its or ZMC’s officers, directors, employees or agents) arising out of or relating to (i) this Enrollment Agreement, or the Student’s recruitment, enrollment or attendance at ZMC, (2) the education provided by ZMC, (3) ZMC’s billing, financial aid, financing options, disbursement of funds or career service assistance, (4) the enforceability, existence, scope or validity of this Arbitration Agreement, or (5) any claim relating in any manner, to any act or omission regarding Student’s relationship with ZMC or ZMC’s employees, whether such dispute arises before, during or after Student’s attendance at ZMC, and whether the dispute is based on contract, statute, tort, or otherwise, shall be resolved through binding arbitration pursuant to this Section (the “Arbitration Agreement”). Arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association applying federal law to the fullest extent possible, and the substantive and procedural provisions of the Federal Arbitration Act (9 U.S.C. §§1-16) shall govern this Arbitration Agreement and any and all issues relating to the enforcement of the Arbitration Agreement and the arbitrability of claims between the parties. Judgment upon the award rendered by the Arbitrator may be entered in any court having competent jurisdiction. There shall be no right or authority for any claim within the scope of this Arbitration Agreement to be arbitrated or litigated on a class basis, or for the claim s of more than one Student to be arbitrated or litigated jointly or consolidated with any other Student’s claim s. Each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. This arbitration agreement limits certain rights, including the right to maintain a court action, the right to a jury trial, the right to participate in any form of class or joint claim, the right to engage in discovery (except as provided in the applicable arbitration rules), and the right to certain remedies and forms of relief. other rights that you or ZMC would have in court also may not be available in arbitration. Right to reject: I may reject this Arbitration Agreement by mailing a signed rejection notice to ZMC within 30 days after the date I sign this Enrollment Agreement. Any rejection notice must include name, address and telephone number.

Photo Release

I agree to allow the Company to use my photo and testimonial in any and all media and marketing material, which may include catalog, video, commercial and/or website. This may include classroom, clinical, student life or special event settings.

Student's Initial _____

Field Trip Release

I understand as part of my educational experience I may participate in off campus field trips. I release the school of any/all liability while participating in these off-campus events. Students unable to participate in these functions will have alternative classes available to them.

Student's Initial _____

Student Handbook/Catalog

I agree that I have been given a copy that can be found at www.zmc.edu, have read, understand and agree with the content and policies in the ZMC Student Catalog & Handbook (This is a separate document from the enrollment agreement).

Student's Initial _____

Confidential Information

I understand that, during my attendance at the school and thereafter, I will have access to Confidential Information belonging to the school including, but not limited to, course syllabi, tests, handouts, educational processes, and other proprietary instructional collateral. Except as required by law, I agree not to reproduce, distribute, or disclose any such Confidential Information to anybody outside the school during or after my attendance at the school. I agree that any violation by me of the agreement in this paragraph may cause the

school irreparable harm and so the school shall be entitled to injunctive relief in addition to any other relief it might seek for such a violation.

Student's Initial _____

Please answer the following questions to identify any additional support or information that may be needed prior to enrollment completion. If any of the following answers are YES, please explain in the space provided below.

Are there any felony or misdemeanor convictions that we should be aware of?

Yes / No

Do you have any personal issues giving or receiving a massage from a male / female?

Yes / No

Will you require any special teaching/instructional assistance in completing any of ZMC's programs?

Yes / No

Acknowledgements

I acknowledge having read and I understand this Agreement, and agree to abide by the rules and conditions set forth herein. I agree to pay the tuition shown on page 1 for the program indicated which is subject to the refund policy outlined. I further acknowledge that I received, read, and understood the current ZMC catalog/code of conduct and disclosure statement. I understand that the student catalog is a legal part of this enrollment agreement. The terms and conditions of this Agreement are not subject to amendment or modification by oral agreement and are legally binding. I understand that I am legally entitled to an exact copy of this enrollment agreement.

Signature

Date

Print Name

ADMINISTRATION USE ONLY	
As the authorized representative of the ZMC I have met with the applicant and certify that in my judgment the applicant meets the requirements and standards of the School and I recommend acceptance. I further state that I have made no verbal statement or promise which is contrary to the terms set forth in this Enrollment Agreement.	
_____ Signature	_____ Date
_____ Print Name	