

ENROLLMENT AGREEMENT OR CONTRACT CHECK LIST

CHAPTER 28C.10.050, 060, and 110 RCW;
WAC 490-105-030 and 040

Name of School _____ Location _____

Each school must have an enrollment agreement or contract which includes the following:

-] The name and address of the school and student.
-] The program or course title as it appears in the catalog, date training begins, and the number of hours or lessons for which the student is enrolled.
-] An itemization of all charges and required purchases in order to complete training.
-] The method of payment and payment schedule being established.
-] Language explaining that the agreement will be binding only when it is fully completed, signed, and dated by the student and an authorized representative of the school prior to the time instruction begins.
-] A statement that any changes in the agreement will not be binding on either the student or the school unless such changes are acknowledged in writing by an authorized representative of the school and by the student or the student's parent or guardian if he/she is a minor.
-] The school's cancellation and refund policy, in accordance with WAC 490-105-130, displayed in a type no smaller than used to meet other requirements of this section.
-] A statement containing each of the following elements in a position above the space reserved for the student's signature:
 - NOTICE TO THE BUYER
 - Do not sign this agreement before you read it or if it contains any blank spaces. This is a legal instrument. All pages of the contract are binding.
 - You are entitled to an exact copy of the agreement, school catalog and any other papers you sign. You are required to sign a statement acknowledging receipt of those.
 - If you have not started training, you may cancel this contract by providing written notice of such cancellation to the school at its address shown on the contract. The notice must be postmarked not later than midnight of the fifth business day (excluding Sundays and holidays) following your signing this contract or the written notice may be hand delivered to the school within that time. In event of dispute over timely notice, the burden to prove service rests on the applicant.
 - It is an unfair business practice for the school to sell, discount, or otherwise transfer this contract or promissory note without the signed written consent of the student or student's parent or guardian if he/she is a minor and a written statement notifying all parties that the cancellation and refund policy continues to apply.
-] The statement: This school is licensed under Chapter 28C.10 RCW; inquiries or complaints regarding this or any other private vocational school may be made to the: Workforce Training and Education Coordinating Board, 128 Tenth Avenue SW, PO Box 43105, Olympia, Washington 98504-3105 (360/753-5673).

[] A copy of the form that contains statements relating to the student's rights, responsibilities, and loan payment obligations; and the school's responsibility to counsel the student against incurring excessive debt. (See Attachment titled Addendum A.)

Note: Information you provide on this form becomes public record that may be subject to inspection and copying by members of the public unless an exemption in law exists. Contact Private Vocational School Licensing Unit at (360) 753-5673 for more information.

SUBMIT TO: Workforce Training and Education Coordinating Board
 128 Tenth Avenue SW
 PO Box 43105
 Olympia, WA 98504-3105
 (360) 753-5673

Sample Enrollment Agreement
(Put name, address, and telephone number of school here)

This Enrollment Agreement, Contract # _____ is between the above-named school and

STUDENT'S NAME _____

Address _____

Telephone () _____ Social Security Number _____

The school agrees to provide the following training:

Course or program title: _____

Starting date: _____ Completion date: _____

Program consists of _____ weeks x _____ hours per week = _____ total hours.

This training will cost:

Registration fee	\$ _____
Tuition costs.....	\$ _____
Books	\$ _____
Supplies.....	\$ _____
Materials	\$ _____
List any other fees/charges.....	\$ _____
.....	\$ _____
.....	\$ _____
Interest (if any).....	\$ _____
TOTAL COST FOR THE COURSE	\$ _____
Down payment	\$ _____
Monthly payments	\$ _____

Agreement is Binding:

This agreement will be binding only when it has been fully completed, signed, and dated by the student and an authorized representative of the school prior to the time instruction begins.

Changes in the Agreement:

Any changes in the agreement will not be binding on either the student or the school unless such changes are acknowledged in writing by an authorized representative of the school and by the student or the student's parent or guardian if he/she is a minor.

Effective Date of Acceptance:

I certify that I have read and understand the cancellation and refund policy and the complaint procedure; I have received a copy of the school catalog or brochure; and I am entitled to an exact copy of this Enrollment Agreement, school catalog, and any other papers I sign. I hereby agree to abide by the conditions set forth herein.

Cancellation and Refund Policy for Resident Training Programs:

1. The school must refund all money paid if the applicant is not accepted. This includes instances where a starting class is canceled by the school.
2. The school must refund all money paid if the applicant cancels within five business days (excluding Sundays and holidays) after the day the contract is signed or an initial payment is made, as long as the applicant has not begun training.
3. The school may retain an established registration fee equal to ten percent of the total tuition cost, or one hundred dollars, whichever is less, if the applicant cancels after the fifth business day after signing the contract or making an initial payment. A “registration fee” is any fee charged by a school to process student applications and establish a student record system.
4. If training is terminated after the student enters classes, the school may retain the registration fee established under (c) of this subsection, plus a percentage of the total tuition as described in the following table:

If the student completes this amount of training:	The school may keep this percentage of the tuition cost:
One week or up to 10%, whichever is less	10%
More than one week or 10% whichever is less but less than 25%	25%
25% through 50%	50%
More than 50%	100%

5. When calculating refunds, the official date of a student’s termination is the last day of recorded attendance:
 - (a) When the school receives notice of the student’s intention to discontinue the training program; or,
 - (b) When the student is terminated for a violation of a published school policy which provides for termination; or,
 - (c) When a student, without notice, fails to attend classes for thirty calendar days.
6. All refunds must be paid within thirty calendar days of the student’s official termination date.

Discontinued Programs:

If the school discontinues instruction in any program after students enter training, including circumstances where the school changes its location, students must be notified in writing of such events and are entitled to a pro-rata refund of all tuition and fees paid unless comparable training is arranged for by the school and agreed upon, in writing, by the student. A written request for such a refund must be made within 90 days from the date the program was discontinued or relocated and the refund must be paid within 30 days after receipt of such a request.

Termination by the School:

A student who fails to maintain satisfactory progress, violates safety regulations, interferes with other students’ work, is disruptive, obscene, under the influence of alcohol or drugs, or does not make timely tuition payments, is subject to immediate termination.

Cancellation of Classes:

The school reserves the right to cancel a starting class if the number of students enrolling is insufficient. Such a cancellation will be considered a rejection by the school and will entitle the student to a full refund of all money paid.

Notice to Buyer:

Do not sign this agreement before you read it or if it contains any blank spaces. This is a legal document. All pages of this agreement are binding. Read both sides of all pages before signing. You are entitled to an exact copy of the agreement, school catalog, and any other papers you may sign and are required to sign a statement acknowledging receipt of those.

Cancellation of contract:

If you have not started training, you may cancel this contract by submitting written notice of such cancellation to the school at its address shown on the contract, which notice shall be submitted not later than midnight of the fifth business day (excluding Sundays and holidays) following your signing this contract or the written notice may be personally or otherwise delivered to the school within that time. In event of dispute over timely notice, the burden to prove service rests on the sender.

Unfair business practices:

It is an unfair business practice for the school to sell, discount, or otherwise transfer this contract or promissory note without the signed written consent of the student or his/her parent or guardian if he/she is a minor and a written statement notifying all parties that the cancellation and refund policy continues to apply.

Student's Name _____
(Please print)

Signature _____ Date _____

Parent or Guardian's Name _____
(Please print)

Signature _____ Date _____

As the authorized representative of the school, I hereby agree to the conditions set forth herein:

Authorized School Representative _____
(Please print name)

Signature _____ Date _____

This school is licensed under Chapter 28C.10 RCW. Inquiries or complaints regarding this or any other private vocational school may be made to the Workforce Training and Education Coordinating Board, 128 Tenth Avenue SW, PO Box 43105, Olympia, Washington 98504-3105 (360/753-5673).

Contract Addendum for Distance Education Programs

Cancellation and Refund Policy for Distance Education Programs:

Programs that include optional resident training, seminars, or other optional contact hours of instruction, are subject to refund as distance learning programs. Separate charges may not be made for optional resident training.

A student may request cancellation in any manner. The following is a minimum refund policy for home study courses without mandatory resident training:

- (1) An applicant may cancel up to five business days after signing the enrollment agreement. In the event of a dispute over timely notice, the burden to prove service rests on the applicant.
- (2) If a student cancels after the fifth calendar day but before the school receives the first completed lesson, the school may keep only a registration fee of either fifty dollars or an amount equal to fifteen percent of the tuition (in no case is the school entitled to keep a registration fee greater than one hundred fifty dollars).
- (3) After the school receives the student's first completed lesson and until the student completes half the number of lessons in the program, the school is entitled to keep the registration fee and a percentage of the total tuition as described in the following table:

If a student completes this percentage of lessons:	The school may keep this percentage of the tuition cost:
0% through 10%	10%
11% through 25%	25%
26% through 50%	50%
More than 50%	100%

- (4) Calculate the amount of the course completed by dividing the number of lesson assignments contained in the program by the number of completed lessons received from the student.

Combination home study/resident training programs:

The following is a minimum refund policy for a home study program that includes mandatory resident training courses. All refunds must be paid within thirty calendar days of the student's official date of termination.

- (1) Tuition for the home study and resident portions of the program must be stated separately on the enrollment agreement. The total of the two is the price of the program.
- (2) For settlement of the home study portion of the combination program, the provisions of the table above apply.
- (3) For the resident portion of the program, beginning with the first resident class session if the student requests a cancellation, the provisions of the following table apply:

If the student completes this amount of training:	The school may keep this percentage of the tuition cost:
One week or up to 10%, whichever is less	10%
More than one week or 10%, whichever is less but less than 25%	25%
25% through 50%	50%
More than 50%	100%

- (4) Calculate the amount of resident training completed by dividing the total number of training days provided in the resident training program by the number of instructional days the student attends resident training.
- (5) A home study student who cancels after paying full tuition is entitled to receive all course materials, including kits and equipment.

Name of School Here

NOTICE

Washington law requires the following information to be supplied to each student enrolling in a private vocational school licensed under RCW 28C.10. One copy of this notice bearing original signatures must be attached by the school as an addenda to that individual's enrollment agreement and a copy must be provided to the enrollee by the school.

ACKNOWLEDGMENT BY ENROLLEE

1. I understand and accept that any contract for training I enter into with the above named school contains legally binding obligations and responsibilities.
2. I understand and accept that repayment obligations will be placed upon me by any loans or other financing arrangements I enter into as a means to pay for my training.
3. I understand that any enrollment contract I enter into will not be binding or take effect for at least five days, excluding Sundays and holidays, following the last date such a contract is signed by the school and myself, provided that I have not entered classes sooner.

Name (Please print) _____

Signed: _____

Dated this ____ day of _____, 19____

ACKNOWLEDGMENT BY SCHOOL

Prior to being enrolled in this school, the applicant whose name and signature appears below has been made aware of the legal obligations he/she takes on by entering into a contract for training. Those discussions included cautions by the school about acquiring an excessive debt burden that might become difficult to repay given employment opportunities and average starting salaries in his/her chosen occupation.

Signed: _____

Title: _____

Dated this ____ day of _____, 19____

Insert School Logo (and address) here