

Workforce Training Board SAA

CHECKLIST & SAMPLE ENROLLMENT AGREEMENT

CHAPTER 28C.10.050, 060, 110 RCW; WAC 490-105-040, 130

Note 1: For WTB Licensed Schools seeking VA Approval: the Sample Enrollment Agreement provided herein pertains only to those schools falling under the licensure of the Workforce Training and Education Coordinating Board (WTB).

Specifically, only non-accredited schools (having WTB licenses) need to add in the additional refund language distinguishing between non-VA Students and VA-Students. Please see highlighted details. We can accept an addendum for the school's initial approval however subsequent agreements should have the proper language incorporated within.

Note 2: For Schools Exempt from WTB Licensure and seeking VA Approval: for those schools who are approved by other state agencies and exempt from WTB licensure need only to add in the additional refund language distinguishing between non-VA Students and VA-Students. Please see highlighted details. We can accept an addendum for the school's initial approval however subsequent agreements should have the proper language incorporated within.

School Name: _____ Location: _____

Check:

The enrollment agreement/contract must contain the following:

	Name and address of the school.
	Name and address of the student.
	The program or course title (as it appears in the catalog, date training begins, and the number of hours/lessons which the student is enrolled).
	Itemization of all charges and required purchases in order to complete training.
	The method of payment and payment schedule (if applicable).
	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 <i>prior</i> 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.
	School's cancellation and refund policy for non-VA Students and policy for VA-Students (see sample in agreement below), in accordance with WAC 490-105-130.
	<p>A statement that includes each of the following elements in a position above the space reserved for the student's signature:</p> <p>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 this contract 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.</p> <p>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. The notice must be postmarked no later than midnight of the fifth business day (excluding Sundays and holidays) following your signing this contract; the written notice may also 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 applicant.</p> <p>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 financial sponsors if he/she is a minor, and a written statement notifying all parties that the cancellation and refund policy continues to apply.</p>

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	<p>The statement:</p> <p>This school is licensed under Chapter 28C.10 RCW. Inquiries or complaints regarding this private vocational school may be made to:</p> <p style="text-align: center;">Workforce Training and Education Coordinating Board 128 – 10th Avenue Southwest Olympia, Washington 98504 360-709-4600 pvsa@wtb.wa.gov</p>
	<p>A copy of the school's Notice of Financial Obligation (see Attachment A)</p>

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SAMPLE ENROLLMENT AGREEMENT

[School Name]
[Address]
[Address]
[Telephone]

This enrollment agreement is between the above named school and:

Student Name: _____ Telephone: _____

Physical Address: _____ City: _____ State: _____ Zip: _____

Start date: _____ Completion date: _____

Program consists of: _____ weeks x _____ hours/week = _____ total hours

The school agrees to provide the following training: _____
(Course or program title)

COST:

Registration Fee	\$
Tuition	\$
Books	\$
Supplies and Materials	\$
TOTAL	\$

METHOD OF PAYMENT:

Down Payment	\$
Monthly Payment(s)	\$
Loan Payment (if applicable)	\$

I agree that the payment of program costs will be satisfied by (check all that apply):

Cash Credit Card Financial Aid Scholarship Third Party (e.g. VA, Voc. Rehab., L & I, Employer)

AGREEMENT NOTICE:

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.

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CHANGES TO AGREEMENT NOTICE:

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 student's parent or guardian if he/she is a minor.

CANCELLATION AND REFUND POLICY **FOR NON-VA STUDENTS (Required for Non-Accredited Schools):**

1. The school must refund all monies paid if the applicant is not accepted. This includes instances where a starting class is cancelled by the school.
2. The school must refund all monies 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 past 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 (3) of this subsection, plus a percentage of the total tuition as described in the following table:

If the student completes this amount of training:	School may keep this percentage of tuition:
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.

CANCELLATION AND REFUND POLICY **FOR VA STUDENTS (Required for Non-Accredited Schools):**

(name of school) agrees that if a veteran student fails to enter the course, withdraws, or is discontinued at any time prior to completion of the course, the unused portion of paid tuition, fees, and other charges will be refunded or the debt for such tuition, fees, and other charges will be canceled on a prorated basis, as follows:

1. Registration Fee

An established registration fee in an amount not to exceed \$10 need not be subject to proration. Where the established registration fee is more than \$10, the amount in excess of \$10 will be subject to proration.

2. Breakage Fee

Where the school has a breakage fee, it may provide for the retention of only the exact amount of breakage, with the remaining part, if any, to be refunded.

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3. Consumable Instruction Supplies

Where the school makes a separate charge for consumable instructional supplies, as distinguished from laboratory fees, the exact amount of the charges for supplies consumed may be retained but any remaining part must be refunded.

4. Books, Supplies, and Equipment

a. The school will make a refund in full for the amount of the charge for unissued books, supplies, and equipment when:

- The school furnishes the books, supplies, and equipment,
- The school includes their costs in the total charge payable to the school for the course,
- The veteran or eligible person withdraws or is discontinued before completing the course.

b. The veterans or eligible person may dispose of issued items at his or her discretion even if they were included in the total charge payable to the school for the course.

5. Tuition and Other Charges

Where the school either has or adopts an established policy for the refund of the unused portion of tuition, fees, and other charges subject to proration, which is more favorable to the veteran or eligible person than the approximate pro rata basis as provided in this subparagraph, such established policy will be applicable.

Otherwise, the school may charge a sum which does not vary more than 10 percent from the exact pro rata portion of such tuition, fees, and other charges that the length of the completed portion of the course bears to its total length. The exact proration will be determined on the ratio of the number of days of instruction completed by the student to the total number of instructional days in the course.

6. Prompt Refund

In the event that the veteran, spouse, surviving spouse, or child fails to enter the course, or withdraws, or is discontinued there from at any time prior to completion of the course, the unused portion of the tuition, fees, and other charges paid by the individual shall be refunded promptly. Any institution which fails to forward any refund due within 30 days after such a change shall be deemed, prima facie, to have failed to make a prompt refund, as required by this subparagraph.

NOTICE TO 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 this contract 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. The notice must be postmarked no later than midnight of the fifth business day (excluding Sundays and holidays) following your signing this contract; the written notice may also 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 applicant.

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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 financial sponsors if he/she is a minor, and a written statement notifying all parties that the cancellation and refund policy continues to apply.

CERTIFICATION:

I certify that I read and understand the cancellation and refund policy and the complaint procedure; I received a copy of the school catalog and I am entitled to an exact copy of this enrollment agreement, school catalog, and any other papers I sign.

Student:

Please print

Signature

Date

Parent or Guardian (if the student is under 18 years of age):

Please print

Signature

Date

Authorized School Representative:

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

Please print

Signature

Date

This school is licensed under Chapter 28C.10 RCW. Inquiries or complaints regarding this private vocational school may be made to:

Workforce Training and Education Coordinating Board
128 – 10th Avenue SW
Olympia, Washington 98501

Phone: 360-709-4600

Email: pvs@wtb.wa.gov

Web: wtb.wa.gov

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Attachment A

[School Logo]

[Name of School]

[Address]

[Address]

NOTICE OF FINANCIAL OBLIGATION

Washington law requires the following information to be supplied to each student enrolling in a private vocational school licensed under Chapter 28C.10 RCW. One copy of this notice bearing original signatures must be attached by the school as addenda to that individual's enrollment agreement, as well as a copy 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 me, provided that I have not entered classes.

Name: _____

Signature: _____

Dated this: _____ day of _____, 20____

ACKNOWLEDGMENT BY SCHOOL

Prior to being enrolled in this school, the applicant whose name and signature appears above 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.

Name: _____

Title: _____

Signature: _____

Dated this: _____ day of _____, 20____