|  |  |
| --- | --- |
| **ENROLLMENT AGREEMENT & CONTRACT CHECKLIST**  CHAPTER 28C.10.050, 060, 110 RCW; WAC 490-105-040, 130 | |
| 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 *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. |
|  | School’s cancellation and refund policy, in accordance with WAC 490-105-130. |
|  | A statement that includes 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 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.  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. |
|  | The statement:  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 Southwest  Olympia, Washington 98504  360-709-4600  pvsa@wtb.wa.gov |
|  | A copy of the school’s Notice of Financial Obligation (see Attachment A) |
|  | A copy of the school’s Student Complaint Notice (see Attachment B) |

**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:**

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)

List third party payer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| Down Payment | $ |
| Monthly Payment(s) | $ |
| Loan Payment (if applicable) | $ |

**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.

**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:**

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% |

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

**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.

**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: workforce@wtb.wa.gov Web: wtb.wa.gov

**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

**Attachment B**

[School Logo]

[Name of School]

[Address]

[Address]

**HOW TO FILE A COMPLAINT**Washington law requires private vocational schools to inform students how to file a complaint. By signing this form you acknowledge this process has been explained to you. Below are the next steps the school must take in discussing this policy with you, along with information about the complaint process.

**DISCUSSION ABOUT COMPLAINT POLICY REQUIRED**

First, a school representative must discuss the school’s complaint policy with you. Following this discussion, you will be provided with this attachment to sign. After you sign this form, the school will give you a copy for your personal records. The school will also keep a copy on file.

**ACKNOWLEDGMENT OF COMPLAINT PROCESS BY STUDENT**

1. The school has described the grievance and/or complaint policy to me.
2. I understand that the policy can also be found in the school catalog.
3. I know I should first try to resolve a complaint or concern with my instructor or school administrator.
4. I understand nothing prevents me from contacting the Workforce Board at 360-709-4600 at any time with a concern or complaint, and complaint forms are: <http://wtb.wa.gov/PCS_Complaints.asp>.
5. I understand that I have one year to file a complaint from my last date of attendance.
6. I further understand that in the event of a school closure, I have 60 days to file a complaint.
7. I also understand that complaints are public records.
8. Finally, I acknowledge that details about the complaint process, my rights, and any restrictions on the time I have to file a complaint can be found at <http://wtb.wa.gov/PCS_Complaints.asp>

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_, 20 \_\_

**ACKNOWLEDGMENT BY SCHOOL**

Prior to being enrolled in this school, the applicant, whose name and signature appear above, has been made aware of the school’s complaint policy.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:

Date: \_\_\_\_\_\_\_\_\_, 20