

230 CMR 15.00: GENERAL PROVISIONS AND STANDARDS OF PRACTICE

Section

- 15.01: General Provisions
- 15.02: Certificates, Diplomas, and Transcripts
- 15.03: School Records
- 15.04: Enrollment Contracts and Student Refunds
- 15.05: Disclosures
- 15.06: Advertisements and Representations
- 15.07: Student Complaints

15.01: General Provisions

- (1) All Schools subject to M.G.L. c. 112, § 263 and not exempt from licensure under M.G.L. c. 112, § 263(c)(i)-(x) must obtain a license from the division to operate.
 - (a) A School shall display its license in a prominent location on its premises.
 - (b) All School websites shall include a link whereby the public can view a School's license and its status.
 - (c) A School shall not transfer its license.
- (2) A School shall not advertise, recruit, enroll, or accept money from students until licensed by the division, unless it is otherwise specifically required by another state or federal authority.
- (3) No change in name, address or ownership of a School shall occur until the division approves the requested change(s).
- (4) Once granted a license, a School must continue to meet the requirements set out in its application for licensure or renewal as provided in 230 CMR 13.00 and 14.00 and conduct Courses in a manner that demonstrates to the division that a bona fide School business exists.
- (5) A School shall not provide any commission, bonus, or other incentive payment based in any part, directly or indirectly, upon success in securing enrollments or the award of financial aid, to any person or entity who is engaged in any student recruitment or admission activity. Such persons include but are not limited to Sales Representatives, Admissions Representatives, and Administrators. Commission, bonus, or other incentive payment means a sum of money or something of value, other than a fixed salary or wages, paid to or given to a person or an entity for services rendered.

- (6) A School, its employees, and agents acting on its behalf, including, but not limited to, Sales Representatives, Admissions Representatives, and Administrators, shall not engage in Abusive Practices as defined under 230 CMR 12.00.
- (7) A School must require and document evidence that Admissions Representatives and Administrators have completed the division-approved training in ethics required of Sales Representatives under 13.04(2)(c), upon application for school licensure and every two years upon license renewal.
- (8) A School shall immediately notify the division if it is the subject of any investigative action, complaint, or disciplinary matter with an accrediting agency, or with any state or federal agency.
- (9) A School must require Instructors to keep attendance for each class taught. Such attendance records must contain the signature or electronic authentication of the Instructor who taught the class or the school must otherwise maintain a system to verify student attendance acceptable to the division.
- (10) For Courses beginning after April 1, 2017, a School must provide students with appropriate reports of progress at least once during each Course with durations of 15 hours or more. A progress report must be provided by the time 50 percent of the Course has been completed.
- (11) After July 1, 2017, Schools must maintain and file with the division the School closure plan required under 230 CMR 13.02(1)(k).
- (12) The division may observe and inspect any location used for instructional purpose by a School at any time. These locations include, but are not limited to, the premises of a School and the site of any clinical training or on-site job training.
- (13) The division may, at any time, inspect School records, including, but not limited to, student files, enrollment agreements, student progress reports and grades, admission files, student payment records, Course and Program schedules and other related materials.

15.02: Certificates, Diplomas, and Transcripts

Each School shall file with the division a sample copy of any certificate, diploma, and transcript it awards to students. A description of the requirements for the certificate, diploma, or transcript shall accompany the sample copy.

15.03: School Records

- (1) Student Records. A School shall keep a record of each student who enrolls in any of the School's Courses or Programs. The record shall be kept in accordance with the following retention periods:

- (a) for at least one year after graduation or separation from the School, the results of all examinations and evaluations performed.
 - (b) for at least seven years after graduation or separation from the School:
 - (i) the student's signed enrollment contract, as well as any addendums, extensions, or amendments to that contract;
 - (ii) all records to support any effective date of termination of an enrollment contract used in a refund calculation under 230 CMR 15.04(7) or (8);
 - (iii) copies of progress reports required under 230 CMR 15.01(10);
 - (iv) student attendance records, which reflect any leaves of absence (including information about the status of the leave), the date of completion (anticipated and actual), and the date the student received a diploma or certificate;
 - (v) records of any externships;
 - (vi) copies of any student complaints and the School's response;
 - (vii) School disciplinary reports; and
 - (viii) the student's loan documents including any disclosure forms and disbursement schedules provided to the school by the lender.
 - (c) for at least 60 years after graduation or separation from the School:
 - (i) the student's official grades; and
 - (ii) records of the form and dates of any payments made by or on behalf of the student.
- (2) **Instructor Records.** A School shall keep a record of each Instructor who teaches any class at the School. A School shall retain Instructor records for at least six years from the date that the Instructor last taught at the School. The record shall contain:
- (a) a copy of the division's written approval of the Instructor;
 - (b) a copy of the Instructor certification form required under 230 CMR 14.04(5); and
 - (c) copies of all records related to the School's due diligence as required under 230 CMR 14.04(4).

- (3) Staff Records. A School shall keep a record of each staff person. The record shall contain:
 - (a) a copy of the division's written approval of each staff person;
 - (b) a copy of the staff certification form required under 230 CMR 14.05(4);
 - (c) copies of all records related to the School's due diligence required under 230 CMR 14.05(3).
- 4) Advertisement Records. A School shall maintain copies of all advertisements used by the School and shall retain such records in either paper form or electronically for at least seven years after use ceases.
- (5) A School shall keep and maintain any additional financial records required by or submitted to the State Auditor for a period of at least seven years.
- (6) All records shall be maintained in a complete and orderly fashion in paper form acceptable to the division. However, the division may waive the requirement to retain paper records if the School demonstrates to the satisfaction of the division that comparable electronic records are created and stored in a manner to ensure that they are as authentic and genuine and as readily accessible as records not produced by electronic means.
- (7) Schools shall take steps to ensure that all records are stored securely and confidentially. Upon request, all records must be made available for inspection, review, and copying by the division.
- (8) Pursuant to M.G.L. c. 112, § 263(e), if a School closes or ceases to do business as a School, it shall convey all student records (in both paper and electronic formats) to the division and pay the required fee. For purposes of this subsection student records shall be defined as:
 - (a) attendance records;
 - (b) documents referencing leaves of absence;
 - (c) transcripts;
 - (d) progress reports;
 - (e) student complaints and the School's response;
 - (f) externship records;
 - (g) diplomas or certificates of completion;

- (h) documents reflecting the form and dates of any payments made by or on behalf of students;
- (i) loan documents including any disclosure forms and disbursement schedules provided to the school by the lender;
- (j) enrollment contracts, as well as any addendums, extensions, or amendments to that contract; and
- (k) all records to support any effective date of termination of an enrollment contract used in a refund calculation under 15.04(7) or (8).

15.04: Enrollment Contracts and Student Refunds

- (1) A School shall use only student enrollment contracts which comply with 230 CMR 15.04 and shall timely provide each student with a copy of his or her fully executed enrollment contract. For enrollment contracts entered into after April 1, 2017, the enrollment contract shall include the following information:
 - (a) the student's name and address;
 - (b) the student's date of enrollment;
 - (c) the title of the Program to be taken by the student as well as any entrance requirements which had to be met to enroll in that Program;
 - (d) the total number of Instructional Hours to be taken by the student;
 - (e) the tuition charges and any other charges;
 - (f) the student's method of payment;
 - (g) the refund policy and how to withdraw from the Program;
 - (h) in a form acceptable to the division, a refund calculation for each individual student demonstrating the specific dollar amount of Monies Paid to be refunded upon termination of the enrollment contract on specific calendar dates in accordance with the percentages prescribed under 230 CMR 15.04(6) and M.G.L. c. 255, § 13K;
 - (i) applicable payment due dates;
 - (j) any periods beyond which late registration will not be accepted;

- (k) in clear and conspicuous type that is readily noticed and legible directly adjacent to the student's signature line, a disclosure from the School, where applicable under 230 CMR 15.04(6), that states the following: "You have the right to cancel this enrollment contract before the completion of five school days or five percent of this Program, whichever occurs first, and to receive a full refund of all monies paid, less actual reasonable administrative costs up to \$50 and actual reasonable costs of non-reusable supplies or equipment."
- (2) Any agreement that contains a finance charge or that provides for five or more payments is subject to M.G.L. c. 255D, § 9.
- (3) Any changes, addendums, or additions made subsequent to the signing of the enrollment agreement must be in writing and signed by both the School and the student and are subject to the regulations of 230 CMR 15.04.
- (4) Notwithstanding any exemptions in M.G.L. c. 255, §13K, all Schools licensed by the division shall have and include in the enrollment contract a refund policy that conforms to the requirements of M.G.L. c. 255, §13K and 230 CMR 15.04.
- (5) After April 1, 2017, if a School allows a student to begin participation in a Program while an initial award for financial aid, including student loans, is pending, and the student subsequently is denied some or all of that student loan or financial aid amount, the School shall offer that student in writing an opportunity to terminate the enrollment agreement with a full refund of all Monies Paid, less actual reasonable administrative costs as defined under M.G.L. c. 255, § 13K.
- (6) In addition to the requirements of M.G.L. c. 255, § 13K, for programs beginning after April 1, 2017, prior to the completion of five school days or five percent of the Program, whichever occurs first, a School shall afford a student the opportunity to withdraw with a full refund of all Monies Paid, less (1) actual reasonable administrative costs as defined under M.G.L. c. 255, § 13K; and (2) actual reasonable costs of non-reusable supplies or Equipment where a School reasonably provided the student with the supplies or Equipment, so long as the student receives the refund to which they are entitled under M.G.L. c. 255, § 13K. Provided, however, that this provision shall not apply to: (1) Programs not subject to division approval; and (2) Programs 80 hours or less in duration and \$2,000 in total cost. .
- (7) If a student withdraws from a Program in accordance with the School's withdrawal policy, the School shall:
 - (a) treat the withdrawal as a termination of the enrollment contract, effective immediately;
 - (b) complete a refund calculation for the student, including all fees and payments, in a form acceptable to the division; and

- (c) provide the calculation and any refund to the student within 45 days of the effective date of the termination
- (8) If a student stops attending School but does not withdraw in accordance with the School's withdrawal policy, the School shall:
- (a) for purposes of any payments due from the student or refund due to the student, treat the student's nonattendance as a termination of the enrollment contract, effective no later than the last date of attendance or last participation in an instructional activity;
 - (b) determine the effective date of the termination within 30 days after the end of the period of enrollment, the term, or the Program, whichever is earliest;
 - (c) complete a refund calculation for the student, including all fees and payments, in a form acceptable to the division; and
 - (d) provide the calculation and any refund to the student within 45 days from the date the School determines the effective date of termination under 230 CMR 15.04(8)(b).

15.05: Disclosures

- (1) Prior to enrollment, a School shall, in a form acceptable to the division, provide each prospective student a written outline of each Program offered by the School. The outline shall contain:
- (a) Course descriptions;
 - (b) entrance requirements;
 - (c) the total number of Instructional Hours required to obtain a certificate or diploma;
 - (d) the earliest possible completion date;
 - (e) a list of occupations for which each Program will prepare students;
 - (f) the cost of the Program, which includes financial education disclosures as prescribed by the division for Programs exceeding \$2,000 in total cost;
 - (g) all prerequisites for Program completion and employment in the occupation, including but not limited to whether certification or licensure is required and the conditions to obtain such certification or licensure; and
 - (h) a copy of the School's refund and withdrawal policy, specifically referencing all costs that may not be refundable upon withdrawal.

- (2) After January 1, 2018, Schools shall, in a form acceptable to the division, disclose to current students and, prior to enrollment, prospective students:
 - (a) completion or graduation rates for each Program;
 - (b) success rates of graduates in obtaining a professional license (if applicable);
 - (c) relevant employment statistics if the School is required to maintain such information in order to receive federal or state funding or if the School refers to employment prospects or job placement in advertising;
 - (d) student loan default rates; and
 - (e) such other information designated by the division.
- (3) If a School provides a non-occupational or exempt course or program, the School shall, in a form acceptable to the division, disclose to current and prospective students that such courses or programs are not required to be approved by the division and are not approved by the division.
- (4) A School shall, in a form acceptable to the division, annually file a report with the division containing the information required under 230 CMR 15.05(2).
- (5) Each School shall post and keep posted any notice or notices furnished by the division. Such notice or notices shall be posted by the School in each facility in a conspicuous place or places where notices to employees and students are customarily posted. Each School shall take steps to ensure that such notices are not altered, defaced, or covered by other material.
- (6) After April 1, 2017, in accordance with 230 CMR 15.05(5), a School shall post the following notice to students: You may have the right to cancel your enrollment contract before the completion of five school days or five percent of your Program, whichever occurs first, and to receive a refund as set forth in your enrollment contract.
- (7) 230 CMR 15.05 is not intended to confer any private right or action not otherwise granted by statute.

15.06: Advertisements and Representations

- (1) A School shall not offer, advertise, imply, or represent Courses, Programs, and services, including the availability of collateral services such as tutoring, translation, and childcare, in a way that is false, deceptive, misleading, or unfair.
- (2) A School shall not advertise, imply, or represent itself as a "college" or "university" in Advertising or elsewhere. If affiliated with another institution, a School must disclose the nature of the affiliation.

- (3) A School shall not advertise, imply, or represent that the division "supervises," "recommends," "endorses," "accredits," or "approves" the School. A licensed School may indicate in literature or Advertising that the School is "Licensed by the Commonwealth of Massachusetts Division of Professional Licensure."
- (4) A School shall not advertise, imply, or represent that the School guarantees employment for those who complete a Course or Program unless: (1) the guarantee is actually offered by the School; and (2) the advertisement discloses the nature of the guaranteed employment including but not limited to all conditions and limitations of the guaranteed employment such as any pre-requisites needed to obtain the employment, any limitation on the duration of employment, and any pre-existing arrangements between the School and potential employers.
- (5) A School shall not advertise, imply, or represent a specific wage per hour or gross salary for those who complete a Course or Program offered by the School unless the School discloses the source and basis for the calculation of the wage per hour or gross salary figure in accordance with subsection 15.06(9). The words "EARN \$..." or "EARN UP TO \$..." or words of similar import or meaning constitute a representation that a person who attends the School's Course or Program will earn the stated wage per hour or gross salary figure.
- (6) A School shall not advertise, imply, or represent information that contains a misrepresentation of fact or false statements regarding the professional achievements, degrees, trained skills or qualifications of the School, its Instructors, or any other employees or agents of the School.
- (7) A School shall not advertise, imply or represent any information that is deceptive, misleading, or unfair because it represents only a partial disclosure of relevant facts, such as Advertising a discounted Course without identifying the usual price for the discounted Course.
- (8) A School shall not advertise, imply, or represent the offering of any Programs or Courses requiring division approval unless it has been approved by the division, or unless it is otherwise specifically required by another state or federal authority.
- (9) A School making Promotional Claims must have and maintain documented objectively verifiable information supporting the accuracy of the claims, and must describe that information in the claims and make it available to the public and to the division upon request.
- (10) A School accredited by the Better Business Bureau shall publish the following text as a disclaimer in every place where the School uses the Better Business Bureau logo: "The Better Business Bureau accredits only the business management of the School. It does not accredit the School's curriculum or ensure quality training."

- (11) If a School advertises a non-occupational or exempt course or program, the School shall disclose in such Advertising that the course or program is not required to be approved by the division and is not approved by the division.
- (12) A School is responsible for the representations and practices made by Sales Representatives and third party vendors acting on behalf of the School.
- (13) A Sales Representative shall not advertise, imply, or represent him or herself as anything other than a “Sales Representative” when engaged in Solicitation.
- (14) A School shall maintain a “Do Not Contact List” with the names and contact information of prospective students who indicate in any way to the School a desire not to be contacted for Solicitation. When contacting prospective students for the purpose of enrollment, a School shall inform the prospective student of the opportunity to be placed on a “Do Not Contact List.” If a prospective student’s name and contact information appear on the School’s “Do Not Contact List,” a School shall not make or cause to be made an Unsolicited Contact.
- (15) Prohibited Advertising includes, but is not limited to Advertising defined as an unfair and deceptive act or practice by 940 CMR 31.00.
- (16) A School may not make general misrepresentations as prohibited by 940 CMR 31.04.
- (17) A School shall not act in any way that violates M.G.L. c. 93A, § 2 which includes the acts and practices described under 940 CMR 31.00.
- (18) A School shall keep records of all advertisements in accordance with 230 CMR 15.03(4).
- (19) 230 CMR 15.06 is not intended to confer any private right or action not otherwise granted by statute.

15.07: Student Complaints

- (1) A School shall establish a written procedure for resolving student complaints. The procedure shall be made available to students at the time of enrollment and upon request, and shall be published in the School catalogue.
- (2) A School shall respond to written student complaints in writing within ten days from when the complaint was submitted to the School and maintain records of student complaints and School responses in accordance with 230 CMR 15.03(1)(b)(vi).