

DIVISION OF PROFESSIONAL LICENSURE
Technical Assistance Handout: Annotated Sample Enrollment Agreement

This annotated sample is provided to assist schools in developing an enrollment agreement to be approved by the Division of Professional Licensure (DPL), Office of Private Occupational School Education. While schools may develop their own enrollment agreements, the enrollment agreement must contain the fields of information included below in order to obtain DPL approval. Be sure to delete all DPL annotations prior to submission and contact DPL with any questions.

ENROLLMENT AGREEMENT

SCHOOL'S NAME; ADDRESS; TELEPHONE; EMAIL AND WEBSITE ADDRESSES, IF ANY

STUDENT NAME: _____ PHONE: _____

ADDRESS: _____ EMAIL: _____

PROGRAM OR COURSE NAME: _____

If the school only has one program, please enter it on the line above. If the school has several programs, the school may list them in this space with a check box. Samples are provided at the end of this document.

ENTRANCE REQUIREMENTS: *If entrance requirements are not the same for each prospective student, school representative MUST list requirements for each student's course or program of study at the time of enrollment (e.g. HS or its equivalent, passing English equivalency exam, TB test). See samples at end of this document. If a high school diploma or its equivalent is a minimum entrance requirement for this school, it is recommended that school use the following language "high school diploma or its equivalent" as there are three equivalents to the high school diploma: GED <http://www.gedtesting.com/ged-testing-service>, HiSet <http://hiset.ets.org/>, and TASC <http://www.tasctest.com/>). As a point of information, Massachusetts currently only offers the HiSet to students and no longer offers the GED.*

CLOCK/CREDIT HOURS: *Specify whether hours are clock or credit.*

PERIOD BEYOND WHICH LATE REGISTRATION WILL NOT BE ACCEPTED: *At the time of admission, a school representative MUST enter the date unless the school enters generic time frames (e.g. after the second day of classes; after the first class; once classes begin).*

DATE PROGRAM OR COURSE (CHECK ONE) BEGINS: ___/___/___

DATE PROGRAM OR COURSE (CHECK ONE) ENDS: ___/___/___, WHICH IS THE EARLIEST DATE OF COMPLETION

For online-only schools, the end date should be the last date of access.

Note: In the event of a dispute or a school closure, the contract must reflect the actual dates of attendance; therefore, if the start date of the program or course changes after this contract is executed, the student's contract must be amended and initialed by both parties or reissued.

TUITION FEE: \$ _____
 BOOKS: \$ _____
 SUPPLIES: \$ _____
 OTHER CHARGES: \$ _____
 TOTAL CHARGES: \$ _____
 DISCOUNTS, IF ANY: \$ _____
 ADJUSTED TOTAL CHARGES: \$ _____

Cost of tuition MUST be separated from all other charges.

ESTIMATE OF ADDITIONAL EXPENSES TO BE INCURRED BY STUDENT: **This list should include any other items students must purchase from the school or a third party for their program (i.e., sheets, massage table, flowers, computer software, etc.) This section should also include the fees for any tests or licenses necessary for the student to become employed in the field.**

STUDENT'S METHOD OF PAYMENT: **Schools must indicate the method of payments accepted by the school and check off the method of payment used by the individual student. Below is a list of the most common options; schools should amend this section to reflect the forms of payment accepted by the school.**

- | | |
|--|--|
| <input type="checkbox"/> CASH | <input type="checkbox"/> PRIVATE STUDENT LOAN |
| <input type="checkbox"/> CHECK | <input type="checkbox"/> FEDERAL OR STATE STUDENT LOAN |
| <input type="checkbox"/> SCHOOL PAYMENT PLAN | <input type="checkbox"/> CREDIT CARD |
| <input type="checkbox"/> OTHER: _____ | <input type="checkbox"/> RETAIL INSTALLMENT AGREEMENT |

SCHOOLS MUST PROPERLY CITE THE MASSACHUSETTS LAW AS LISTED BELOW AND MUST INCLUDE THE STATUTORY ITEMS #1-9 BELOW VERBATIM.		For each enrollment, schools MUST enter the relevant dates in the column below.
REFUND LAW (AS PER M.G.L. CHAPTER 255, SECTION 13K):		
1. You may terminate this agreement at any time.		N/A
2. If you terminate this agreement within five days you will receive a refund of all monies paid, provided that you have not commenced the program. Refund Amount:		5th day after date both parties have signed the contract
3. If you subsequently terminate this agreement prior to the commencement of the program, you will receive a refund of all monies paid, less the actual reasonable administrative costs described in paragraph 7. Refund Amount:		Program start date
4. If you terminate this agreement during the first quarter of the program, you will receive a refund of at least seventy-five percent of the tuition, less the actual reasonable administrative costs described in paragraph 7. Refund Amount:		Last date of first quarter
5. If you terminate this agreement during the second quarter of the program, you will receive a refund of at least fifty per cent of the tuition, less the actual reasonable administrative costs described in paragraph 7. Refund Amount:		Last date of second quarter

6. If you terminate this agreement during the third quarter of the program, you will receive a refund of at least twenty-five percent of the tuition, less the actual reasonable administrative costs described in paragraph 7. Refund Amount:	<i>Last date of third quarter</i>
7. If you terminate this agreement after the initial five day period, you will be responsible for actual reasonable administrative costs incurred by the school to enroll you and to process your application, which administrative costs shall not exceed fifty dollars or five percent of the contract price, whichever is less. A list of such administrative costs is attached hereto and made a part of this agreement.	<i>5th day after date both parties have signed the contract</i>
8. If you wish to terminate this agreement, you must inform the school in writing of your termination, which will become effective on the day, such writing is mailed.	N/A
9. The school is not obligated to provide any refund if you terminate this agreement during the fourth quarter of the program.	<i>First day of fourth quarter</i>

Administrative Costs Equal: \$ _____ ***When the student registers for a course or program of study, schools MUST enter an amount here that complies with #7 above. If school does not charge an administrative fee, please enter "\$0" in the space.***

If the school is Title IV approved, school must also include the USDOE refund policy on this agreement stating that students with federal loans are subject to the USDOE refund policy and all other monies paid by students are subject to the Commonwealth of Massachusetts' refund policy.

If certain programs offered by the school are approved for veterans, the veteran's refund policy must be inserted here.

If the school has a separate refund policy for books and supplies purchased through the school, please insert it here.

The following language must be inserted, amending the options available from your school.

I have been provided a copy of the school's catalogue and policies in a manner of my choosing and I am initialing my choice:

___ hard copy ___ USB Drive ___ read-only CD-Rom ___ send via email
 ___ I will download the catalogue and policies from school's website ***Insert the school's URL here.***

Student's Initials

- ___ I understand this contract will not be in force and effect until signed by both myself and a school representative.
- ___ I have received a copy of the school's complaint procedures policy.
- ___ I understand the refund law as stated above.
- ___ I understand that coursework and/or credit from this school may not be transferable to other institutions of education and acceptance is at the discretion of the receiving institution.

This school is licensed by the Massachusetts Division of Professional Licensure's Office of Private Occupational School Education. Any comments, questions, or concerns about this school's license should be directed to occupational.schools@mass.gov or 617-701-8719. ***This language MUST be used verbatim.***

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. **This language MUST be used verbatim.**

You have the right to cancel this enrollment contract before the completion of five school days or five percent of this Program, or course, 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. **This language MUST be used verbatim.** **If the school has policies specific to refunds for reusable supplies and equipment, include the language here.** Refund Amount: \$ _____

You have the right to cancel this enrollment contract if a school allows you to begin participation in a Program while an initial award for financial aid, including student loans, is pending, and you are subsequently denied some or all of that student loan or financial aid amount, the School shall offer you, 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, s. 13K. **This language MUST be used verbatim.**

STUDENT'S SIGNATURE: _____ DATE: _____

PRINT STUDENT'S NAME: _____

IF THE STUDENT IS UNDER THE AGE OF 18,

PARENT/GUARDIAN: _____ DATE: _____

PRINT PARENT/GUARDIAN'S NAME: _____

SCHOOL OFFICIAL'S SIGNATURE: _____ DATE: _____

PRINT SCHOOL OFFICIAL'S NAME: _____

I, the student, have received a completed and signed copy of this agreement on date: _____
_____(student's initials)

No contractual information is to appear below this point in the contract.

Schools with multi-page enrollment agreements must indicate on the agreement how many pages it contains so students may be assured of receiving all pages. Please see the sample format provided at the bottom of this document.

Below are examples of charts that may be used to format programs/courses on enrollment

agreements. No matter what format schools use on their enrollment agreement, all data fields

(course/program name; tuition cost; cost of books/materials/other fees; total cost of program; etc.)

must be included. The course names and tuition prices must correspond with those for which the

school has been approved to offer by DPL.

Sample 1

Please Check course/program:	Entrance Requirement(s)	Tuition	Non-Refundable Administrative Fees	Total Cost of Program	Additional Expenses for each class (estimates)
<input type="checkbox"/> Nurse Assistant Training	Able to read and write English at 5 th grade level	\$575	\$30		Uniforms \$150
<input type="checkbox"/> Medical Assisting	High School Diploma/GED	\$4,525	\$50		Books \$42-\$375

BURLINGTON CAMPUS

FRAMINGHAM CAMPUS

FALL RIVER CAMPUS

Sample 2

Please Check course/program:	Tuition Cost	Books	Non-Refundable Administrative Fees	Total Cost of Program	Additional Expenses for each class (estimates)	Dates and Times
<input type="checkbox"/> Nurse Assistant Training	\$800	\$100	\$40		Uniforms \$150	1/2/10 M, W, F 10 a.m. – 1 p.m.
<input type="checkbox"/> Patient Care Technician	\$1000	\$125	\$50		Immunizations \$20-\$300	4/1/10 M-F 9 a.m. – 3 p.m.

Sample 3

Automotive Technology. _____ clock hours. Tuition: \$_____, 4 installments of \$_____ each. Books/Equipment: \$_____. Total charges: \$_____.

Industrial, Commercial, and Residential Electrician. _____ clock hours. Tuition: \$_____, 4 installments of \$_____ each. Books/Equipment: \$_____. Total charges: \$_____.

Sample 4

Please Check course/program:	Tuition Cost	Books	Non-Refundable Administrative Fees	Total Cost of Program	Additional Expenses for each class (estimates)
<input type="checkbox"/> Nurse Assistant Training	\$800	\$100	\$40		Uniforms \$150
<input type="checkbox"/> Evening Program 5-9 p.m. <input type="checkbox"/> Saturday Program 10-3 p.m.					
<input type="checkbox"/> Medical Assisting	\$1000	\$125	\$50		Uniforms \$150 Immunizations \$20-\$300
<input type="checkbox"/> Day Program 9 a.m. – 4 p.m. <input type="checkbox"/> Evening Program 4-9 p.m.					

Helpful Hint: Use the list of courses from your enrollment agreement as the foundation for making a checklist of courses that can be attached to your instructor certifications. When you submit an application for a teacher, attach the list of courses, checking off the ones for which you are seeking approval.

This is another example of how schools can comply with 230 CMR 15.04 (1)(g). This can also be an insert in the enrollment agreement, which may make it easier for schools to manage different calculations based on different programs and start dates. For the example below, we are assuming: Program Start Date – 2/27/17; Enrollment Agreement signed – 2/20/17; and, Tuition Cost – \$33,500.

REFUND POLICY: (AS PER M.G.L. CHAPTER 255, SECTION 13K)

1. You may terminate this agreement at any time.
2. If you terminate this agreement within five days (no later than 2/25/17) you will receive a refund of all monies paid, provided that you have not commenced the program.
3. If you subsequently terminate this agreement prior to the commencement of the program (no later than 2/26/17), you will receive a refund of all monies paid, less the actual reasonable administrative costs described in paragraph 7 (Refund all monies paid less \$50 Registration Fee)
4. If you terminate this agreement during the first quarter of the program (First quarter: 2/27/17 – 5/29/17), you will receive a refund of at least seventy-five percent of the tuition (75% Tuition Credit = \$25,125), less the actual reasonable administrative costs described in paragraph 7.
5. If you terminate this agreement during the second quarter of the program (Second quarter: 5/30/17 – 8/28/17), you will receive a refund of at least fifty percent of the tuition (50% Tuition Credit = \$16,750), less the actual reasonable administrative costs described in paragraph 7.
6. If you terminate this agreement during the third quarter of the program (Third quarter: 8/29/17 – 11/27/17), you will receive a refund of at least twenty-five percent of the tuition (25% Tuition Credit = \$8,375) less the actual reasonable administrative costs described in paragraph 7.
7. If you terminate this agreement after the initial five day period, you will be responsible for actual reasonable administrative costs incurred by the school to enroll you and to process your application, which administrative costs shall not exceed fifty dollars or five percent of the contract price, whichever is less. A list of administrative costs is attached hereto and made a part of this agreement. **Administrative Costs Equal: \$ 50.00 Registration Fee**
8. If you wish to terminate this agreement, you must inform the school in writing of your termination, which will become effective on the day such writing is mailed.
9. The school is not obligated to provide any refund if you terminate this agreement during the fourth quarter of the program. (Fourth quarter: 11/28/17 – 2/23/18)
10. Pursuant to 230 CMR 15.04, you have the right to cancel this enrollment contract before the completion of five school days or 5% of this Program, whichever occurs first (3/4/2017), and to receive a full refund of all monies paid (Full Tuition Credit = \$33,500), less actual reasonable administrative costs up to \$50 and actual reasonable costs of non-reusable supplies or equipment. If you begin participation in a Program while an initial award for financial aid, including student loans, is pending, and are subsequently denied some or all of that student loan or financial aid amount, you may terminate the enrollment agreement with a full refund of all monies paid, less actual reasonable administrative costs. For the purposes of this Policy, actual reasonable administrative costs is defined under M.G.L. c. 255, § 13K(7).

***** Tuition credit calculations listed above are based on a percentage of tuition and may not reflect actual amount to be refunded. Actual amount refunded will be based on payments made to the institution. Specific dates indicated above are based on continuous enrollment from Class Start Date with all courses completed successfully, and are subject to change in the event of failed courses, leaves of absence or other unexpected breaks in attendance.**