

ILLINOIS STATE BOARD OF EDUCATION
 Educator and School Development Division
 100 North First Street, E-310
 Springfield, IL 62777-0001

**This is a sample enrollment agreement suggested by the
 Illinois State Board of Education for approved Private Business and Vocational Schools
 SAMPLE ENROLLMENT AGREEMENT – Non-Accredited Schools Only**

STUDENT INFORMATION

NAME OF STUDENT (Last, First, Middle)		TELEPHONE (Include Area Code)	
ADDRESS (Street, City, State, Zip Code)		CELL PHONE (Include Area Code)	
		E-MAIL	
DATE OF ADMISSION (mm/dd/yyyy)		PROGRAM/COURSE NAME	
PROGRAM START DATE (mm/dd/yyyy)	PROGRAM END DATE (mm/dd/yyyy)	<input type="checkbox"/> DAY COURSE <input type="checkbox"/> EVENING COURSE	NUMBER OF WEEKS
CLOCK HOURS	DAYS OF WEEK: <input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> Saturday		
PROGRAM LOCATION ADDRESS (Street, City, State, Zip Code)			

PROGRAM MATERIALS AND FEES VARY BY PROGRAM OR COURSE

A program or course may be provided at no costs to eligible applicants; through funding by the U.S. Department of Labor Mayor's Office of Workforce Development (Chicago) or the President's Office of Employment Training (Cook County), the United Way of Chicago, or the Illinois Department of Human Services. Students will receive a Certificate of Completion upon successful completion of a program or course.

NOTICE TO BUYER:

1. Do not sign this agreement before you have read it or if it contains any blank spaces.
2. This agreement is a legally binding instrument. Both sides of the contract are binding only when the agreement is accepted, signed, and dated by the authorized official of the school or the admissions officer at the school's principal place of business. Read both sides before signing.
3. You are entitled to an exact copy of the agreement and any disclosure pages you sign.
4. This agreement and the school catalog constitute the entire agreement between the student and the school.
5. Any changes in this agreement must be made in writing and shall not be binding on either the student or the school unless such changes have been approved in writing by the authorized official of the school and by the student or the student's parent or guardian. All terms and conditions of the agreement are not subject to amendment or modification by oral agreement.
6. Every assignee of this agreement takes it subject to all claims and defenses of the student or his successors in interest arising under this agreement.
7. I understand that should I withdraw from a program or course prior to the completion of said program or course, I am responsible for returning all property including textbooks, when applicable. Costs of books and materials are refundable if returned in good condition.

BUYER'S RIGHT TO CANCEL:

The student has the right to cancel the initial enrollment agreement until midnight of the fifth business day after the student has been admitted. If the right to cancel is not given to any prospective student at the time the agreement is signed, then the student has the right to cancel the agreement at any time and receive a refund on all monies paid to date with 10 days of cancellation. Cancellation should be submitted to the authorized official of the school in writing.

REFUND AND TUITION REFUND SCHEDULE INFORMATION

(105 ILCS 425/15.1a) (from Ch. 144, par. 150.1a)

Sec. 15.1a. The Superintendent shall issue rules and regulations providing for the establishment of a fair and equitable refund policy for each private business and vocational school. Such refund policy shall provide that:

1. Schools shall, when a student gives written notice of cancellation, provide a refund in the amount of at least the following:
 - a. When notice of cancellation is given before midnight of the fifth business day after the date of enrollment but prior to the first day of class, all application registration fees, tuition, and any other charges shall be refunded to the student;
 - b. When notice of cancellation is given after midnight of the fifth business day following acceptance but prior to the close of business on the student's first day of class attendance, the school may retain no more than the application registration fee which may not exceed \$150 or 50% of the cost of tuition, whichever is less;
 - c. When notice of cancellation is given after the student's completion of the first day of class attendance, but prior to the student's completion of 5% of the course of instruction, the school may retain the application registration fee, an amount not to exceed 10% of the tuition and other instructional charges or \$300, whichever is less, and, subject to the limitations of paragraph 12 of this Section, the cost of any books or materials which have been provided by the school.
 - d. When a student has completed in excess of 5% of the course of instruction the school may retain the application registration fee but shall refund a part of the tuition and other instructional charges in accordance with whichever of the following applies:

(1) A school which is accredited by a nationally recognized accrediting agency may use this policy. As used herein, a "nationally recognized accrediting agency" means an agency or association designated by the Secretary of the U.S. Department of Education pursuant to provisions of the Higher Education Act of 1965 (P.L. 89 329) and related regulations.

After 5% of the course of instruction, but within the first 4 weeks of classes the school shall refund at least 80% of the tuition;

During the first 25% of the course, the school shall refund at least 55% of the tuition;

During the second 25% of the course the school shall refund at least 30% of the tuition;

In cases of withdrawal after 50% of the course, the school may commit the student to the remaining obligation of tuition.

(2) All other schools regulated under this Section may retain an amount computed prorata by days in class plus 10% of tuition and other instructional charges up to completion of 60% of the course of instruction. When the student has completed in excess of 60% of the course of instruction, the school may retain the application/registration fee and the entire tuition and other charges.

(3) The refund policy for short courses up to 20 clock hours shall refund prorata up to 60% completion of the course.

(4) All schools that offer courses of instruction taught by distance education methods shall make refunds to students who cancel their instruction in the following manner:

- (A) Students who enroll in a distance education course of instruction shall have 5 business days from the date of their initial acceptance to cancel the enrollment and receive a complete refund of moneys paid to the school.
- (B) Thereafter, the school shall retain a prorata amount based on the percentage of lessons completed, up to 60% of the course of instruction, plus 10% of the total tuition and other instructional charges.
- (C) If more than 20% of the lessons in the course of instruction are completed within the 5 business day cooling off period, the distance education refund policy stated above applies from the beginning of the first lesson completed.
- (D) Refunds shall be based on the last lesson completed.

2. A student, who on personal initiative and without solicitation enrolls, starts, and completes a course of instruction before midnight of the fifth business day after the enrollment agreement is signed, is not subject to the cancellation provisions of this Section.

3. Applicants not accepted by the school shall receive a refund of all tuition and fees paid within 30 calendar days after the determination of non acceptance is made.

4. Application registration fees shall be chargeable at initial enrollment and shall not exceed \$150 or 50% of the cost of tuition, whichever is less.

5. Deposits or down payments shall become part of the tuition.

6. The school shall mail a written acknowledgement of a student's cancellation or written withdrawal to the student within 15 calendar days of the postmark date of notification. Such written acknowledgement is not necessary if a refund has been mailed to the student within the 15 calendar days.

7. (Blank).

8. All student refunds shall be made by the school within 30 calendar days from the date of receipt of the student's cancellation.

9. A student may give notice of cancellation to the school in writing. The unexplained absence of a student from a school for more than 15 school days shall constitute constructive notice of cancellation to the school. For purposes of cancellation the date shall be the last day of attendance.

10. A school may make refunds which exceed those prescribed in this Section. If the school has a refund policy that returns more money to a student than those policies prescribed in this Section, that refund policy must be filed with the Superintendent.

11. A school shall refund all monies paid to it in any of the following circumstances:

- a. the school did not provide the prospective student with a copy of the student's valid enrollment agreement and a current catalog or bulletin;
- b. the school cancels or discontinues the course of instruction in which the student has enrolled;
- c. the school fails to conduct classes on days or times scheduled, detrimentally affecting the student.

12. A school must refund any book and materials fees when: (a) the book and materials are returned to the school unmarked; and (b) the student has provided the school with a notice of cancellation.

(Source: P.A. 90 649, eff. 7 24 98.)

