

## **IBHE PBVS Enrollment Agreement Requirements**

“Enrollment Agreement” means any agreement or instrument, however named, that creates or evidences an obligation binding a student to purchase a program of study or course offering from a school.

- A copy of the Enrollment Agreement must be provided to the Board. Enrollment Agreements may be used by schools only if approved by the Board. The Board shall develop a standard Enrollment Agreement for use by schools approved or seeking approval under this Act. Schools may create an Enrollment Agreement that meets the minimum requirements of this Section, but it must be approved by the Board prior to implementation and may not be altered at any time. Proposed changes to a school-created Enrollment Agreement will only be considered by IBHE via submission of the Program and/or Institutional Change Application. New or changed Enrollment Agreements may only be used for new students or continuing students enrolling in a new program; new or changed Enrollment Agreements cannot be retroactively applied to students previously enrolled therefore requiring these students to remain bound to their original Enrollment Agreement.
- The student must be given a copy of the Enrollment Agreement at the time the student signs that agreement and at the time of the agreement’s acceptance, if those events occur at different times. The school shall retain a signed copy of the fully executed Enrollment Agreement as a part of the student’s permanent record.
- Enrollment Agreements shall provide consumer information including, but not limited to: an explanation of all criteria requirements for retention, progress towards credential, and completion by the student; the institution’s tuition, cancellation and refund policies; and a statement of purpose and amount of any fees assessed.
  - o More specifically, the Enrollment Agreement shall include, at a minimum: an accurate description of the program, or course offering, and all program requirements such as prerequisite courses, program objectives, and length of program; a clear description of all costs, including a schedule of tuition, fees, and all other charges and expenses necessary for completion of the course of study such as training and incidentals; the institution’s financial aid policies and practices; policy on refunds; reference to the disclosure information required by the Act and such other material facts concerning the institution and the program or course of instruction as are likely to affect the decision of the student to enroll; and the Board’s Internet website, and the address and phone number of the Board for students to report complaints.
  - o Although the school may use an Enrollment Agreement that sets forth the total cost of the program, no school may have a tuition policy or Enrollment Agreement that:
    - a. requires that a student register for more than a single semester, quarter, term, or other such period of enrollment as a condition of the enrollment, or
    - b. charges a student for multiple periods of enrollment prior to completion of the single semester, quarter, term or other period of enrollment.
- The Enrollment Agreement must state the school is approved by the “Division of Private Business and Vocational Schools of the Illinois Board of Higher Education”.
- The Enrollment Agreement must provide a statement of the institution’s accreditation status with a U.S. Department of Education recognized accrediting body. If no such accreditation exists, the institution must prominently state this in the Enrollment Agreement.
- Institutional Enrollment Agreements are prohibited from including any clauses that limit or waive students’ rights to initiate or participate in class action lawsuits against said institution.

- No institution shall enter into any Enrollment Agreement in which the student waives the right to assert against the school or any assignee any claim or defense he or she may have against the school arising under the agreement. Any provisions in an Enrollment Agreement wherein the student agrees to such a waiver shall be rendered void.
- All schools receiving HEA Title IV funds from the federal government are also required to include Gainful Employment disclosures, which can be seen by visiting the following websites:
  - <http://ifap.ed.gov/GainfulEmploymentInfo/2011GEFAQ.html#D-Q7>
  - <https://www.federalregister.gov/articles/2011/06/13/2011-13905/program-integrity-gainful-employment-debt-measures>

## IBHE PBVS SAMPLE ENROLLMENT AGREEMENT FORM

*This sample is provided to assist schools in developing an enrollment agreement for approval by the Illinois Board of Higher Education (IBHE). Please note that while schools may develop their own enrollment agreement, the following sample contains the minimum information that is required by IBHE. Any enrollment agreement is a contract binding both the student and the school; therefore, you are advised to obtain independent legal advice before developing a final agreement form.*

SCHOOL NAME  
SCHOOL ADDRESS  
CITY, STATE ZIP CODE  
OFFICE TELEPHONE NUMBER  
FAX TELEPHONE NUMBER  
WEBSITE  
E-MAIL ADDRESS

### ENROLLMENT AGREEMENT

#### **STUDENT INFORMATION**

STUDENT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE NUMBERS: H) \_\_\_\_\_ C) \_\_\_\_\_ W) \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

LAST FOUR DIGITS of SSN: \_\_\_\_\_ OR STUDENT ID #: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_

RELATIONSHIP: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_

#### **PROGRAM INFORMATION**

DATE OF ADMISSION: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

PROGRAM / COURSE NAME: \_\_\_\_\_

DESCRIPTION OF PROGRAM / COURSE: \_\_\_\_\_

\_\_\_\_\_

PREREQUISITE COURSES & OTHER REQUIREMENTS FOR ADMISSION TO PROGRAM / COURSE:

PROGRAM / COURSE OBJECTIVES: \_\_\_\_\_

**PROGRAM INFORMATION (CONTINUED)**

PROGRAM START DATE: \_\_\_\_\_ SCHEDULED END DATE: \_\_\_\_\_

FULL-TIME  PART-TIME  DAY  EVENING

DAYS/EVENINGS CLASS MEETS: (circle) M T W Th F Sa Su

TIME CLASS BEGINS: \_\_\_\_\_ TIME CLASS ENDS: \_\_\_\_\_

NUMBER OF WEEKS: \_\_\_\_\_ TOTAL CREDIT or CLOCK HOURS: \_\_\_\_\_

**CONSUMER INFORMATION**

**All schools are required to make available, at a minimum, the following disclosure information clearly and conspicuously on their 1) internet website, 2) school catalog, and 3) as an addendum to their Enrollment Agreement:**

- The number of students who were admitted in the program as of July 1 of that reporting period.
- The number of additional students who were admitted in the program during the next 12 months and classified in one of the following categories: new starts, re-enrollments, and transfers into the program from other programs at the school.
- The total number of students admitted in the program during the 12-month reporting period.
- The number of students enrolled in the program during the 12-month reporting period who: transferred out of the program and into another program at the school, completed or graduated from a program, withdrew from the school, and are still enrolled.
- The number of students enrolled in the program who were: placed in their field of study, placed in a related field, placed out of the field, not available for placement due to personal reasons, and not employed.
- The number of students who took a State licensing exam or professional certification exam, if any, during the reporting period, as well as the number who passed.
- The number of graduates who obtained employment in the field who did not use the school's placement assistance during the reporting period (pending reasonable efforts to obtain this information from graduates).
- The average starting salary for all school graduates employed during the reporting period (pending reasonable efforts to obtain this information from graduates).

**FINANCIAL AID**

*Insert your school's financial aid policies and practices information here.*

**TUITION & FEES**

NON-REFUNDABLE REGISTRATION FEE: \$ \_\_\_\_\_

TUITION: \$ \_\_\_\_\_

BOOKS & SUPPLIES: \$ \_\_\_\_\_

MISC. EXPENSES: \$ \_\_\_\_\_

OTHER: \$ \_\_\_\_\_

**Other Includes:** \_\_\_\_\_

TOTAL COST FOR \_\_\_\_\_ PROGRAM / COURSE: \$ \_\_\_\_\_

**REFUND / CANCELLATION POLICY**

*Insert your school's policy and procedure information here:*

- **Tuition Refund Policy**
- Should the student's enrollment be terminated or should the student withdraw for any reason, all refunds will be made according to the following refund schedule:
  - **Tuition Reimbursement Scale or Schedule**
- **Cancellation Policy**
- **Withdrawal Procedure**

**NOTICE TO STUDENT**

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 and is only binding 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 all pages of this contract 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. The school does not guarantee the transferability of credits to another school, college, or university. Credits or coursework are not likely to transfer; any decision on the comparability, appropriateness and applicability of credit and whether credit should be accepted is the decision of the receiving institution.

**STUDENT'S RIGHT TO CANCEL**

Revised 1/16/19

The student has the right to cancel the initial enrollment agreement until (time) of the (x<sup>th</sup>) 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 within (#) days of cancellation. Cancellation should be submitted to the authorized official of the school in writing.

**STUDENT ACKNOWLEDGMENTS**

1. I hereby acknowledge receipt of the school’s catalog, which contains information describing programs offered, and equipment or supplies provided. The school catalog is included as part of this enrollment agreement and I acknowledge that I have received a copy of this catalog.

**Student Initials** \_\_\_\_\_

2. I have carefully read and received an exact copy of this enrollment agreement.

**Student Initials** \_\_\_\_\_

3. I understand that the school may terminate my enrollment if I fail to comply with attendance, academic, and financial requirements or if I fail to abide by established standards of conduct, as outlined in the school catalog. While enrolled in the school, I understand that I must maintain satisfactory academic progress as described in the school catalog and that my financial obligation to the school must be paid in full before a certificate or credential may be awarded.

**Student Initials** \_\_\_\_\_

4. I hereby acknowledge that the school has made available to me all required disclosure information listed under the Consumer Information section of this Enrollment Agreement.

**Student Initials** \_\_\_\_\_

5. I understand that the school does not guarantee transferability of credit and that in most cases, credits or coursework are not likely to transfer to another institution. In cases where transferability is guaranteed, [school name] must provide me copies of transfer agreements that name the exact institution(s) and include agreement details and limitations.

**Student Initials** \_\_\_\_\_

6. I understand that the school does not guarantee job placement to graduates upon program completion.

**Student Initials** \_\_\_\_\_

7. I understand that complaints, which cannot be resolved by direct negotiation with the school in accordance to its written grievance policy, may be filed with the Illinois Board of Higher Education, 1 N. Old State Capitol Plaza, Suite 333, Springfield, IL 62701 or at [www.ibhe.org](http://www.ibhe.org).

**Student Initials** \_\_\_\_\_

---

The student acknowledges receiving a copy of this completed agreement, the school catalog, and written confirmation of acceptance prior to signing this contract. The student by signing this contract acknowledges that he/she has read this contract, understands the terms and conditions, and agrees to the conditions outlined in this contract. It is further understood that this agreement supersedes all prior or contemporaneous verbal or written agreements and may not be modified without the written agreement of the student and the School Official. The student and the school will retain a copy of this agreement.

---

Student's Signature

Date

Program Director's Signature

Revised 1/16/19

Date