

## INSTRUCTIONS ON COMPLETING THIS ELECTRONIC FORM

I have read and understand these instructions

1. Under “File” on the toolbar, click on “Save As” to FIRST save this form to your computer.
2. The input fields can be navigated FORWARD by tabbing, using the right or down arrows on the keyboard, or by left clicking on the field. Should you wish to move BACK in the form, use the left or up arrows, or left click on the field.
3. Should a box need to be checked, such as for a “Yes” or “No” answer, left click on the appropriate box. An “X” should appear. To remove the “X”, click it again.
4. Once the form has been completed, save it a final time and email it, along with all required additional materials included as attachments, to Commission staff.
5. Wherever a signature is required, you must first complete everything on that page electronically and then print out that page and sign. ***All original signed signature pages must be mailed to Commission staff***; however, the remainder of the form may be emailed as an attachment.
6. Should the form require additional documents to be submitted, then the School must either include those items as hard copies with the mailed signature pages, or include them as PDF or Word attachments with the emailed electronic form.

Maryland Higher Education Commission

Private Career Schools

6 N. Liberty Street, 10<sup>th</sup> Floor

Baltimore, MD 21202

[www.mhec.state.md.us](http://www.mhec.state.md.us)

(Staff Directory: <http://www.mhec.state.md.us/higherEd/about/stafcomb.asp>)

**Enrollment Agreement Checklist for a Private Career School**

**SCHOOL NAME:** \_\_\_\_\_

**ENROLLMENT AGREEMENT CHECKLIST  
FOR A PRIVATE CAREER SCHOOL**

The following is the enrollment agreement checklist approved by the Secretary. To meet minimum standards, all the items listed below must be included in the enrollment agreement.

- 1. Name, street address, and telephone number of school.
- 2. Name, address, telephone number, and social security number of prospective student.
- 3. Program title.
- 4. Length of program in clock hours.
- 5. Program scheduling to include:
  - a. Date training begins.
  - b. Date training ends.
  - c. Hours of instruction per day to include daily time schedule(s) and number of hours per day.
  - d. Days required each week.
  - e. Total hours required each week.
  - f. Number of weeks required to complete the program.
  - g. If any portion of the program is delivered via distance education, a-through-f must be individually broken out by instructional delivery method: residential or distance education.
- 6. Indication as to whether upon satisfactory completion of program a diploma/certificate will be awarded.
- 7. Criteria/obligations the student must meet before receiving:
  - a. Diploma/certificate.
  - b. Academic transcript and record of attendance.
- 8. A statement affirming that the school does not guarantee job placement and salaries.
- 9. Identification of the specific books, supplies, and equipment required for the program. Statement that student may purchase these items either from the school or on the open market. If any portion of the program is delivered via distance education, then minimum equipment specifications for receipt and performance of distance education must be identified.
- 10. Costs for program. (Please note: COMAR Section 13B.01.01.12C requires the submission of payment plans for student charges be provided to the Secretary for approval at least 60 days before their use.)
  - a. Application fee, if applicable.
  - b. Registration or enrollment fee (cannot exceed 10% of the tuition or \$150, whichever is less).

## Enrollment Agreement Checklist for a Private Career School

- c. Tuition and when payable.
  - d. Books and supplies.
  - e. Credit terms and interest rates, if any, and the following required FTC notice if there are credit terms: *“Any holder of this Consumer Credit Contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.”*
  - f. Other fees, if any, and when payable. (Please note: COMAR Section 13B.01.01.12G: *“Other mandatory fees charged shall be requested by a school and approved by the Secretary prior to implementation....”*)
  - g. Total cost to the student as payable to the school.
  - h. For a combined resident-distance education program, the tuition price for the distance education portion and the tuition price for the resident portion shall be separately stated on the enrollment agreement. The total of the two shall be the total tuition charge.
  - i. Any direct costs to be assumed by the student (e.g., supplies and materials, uniforms, etc.).
11. Student refunds. The refund policy must be **consistent** with the **minimum** requirements of the Code of Maryland Regulations, which are quoted below. While it is recommended that it be quoted exactly for the school’s policy, the school may certainly exceed these minimum requirements to make the refund policy more beneficial to the student. The refund policy stated on the enrollment agreement must be the same as the language utilized in the catalog.
- a. If the school closes or discontinues a course<sup>1</sup> or program, the school shall refund to each currently enrolled student monies paid by the student for tuition and fees and monies for which the student is liable for tuition and fees.
  - b. All fees paid by a student shall be refunded if the student chooses not to enroll in or to withdraw from a school within 7 calendar days after having signed a contract. [This involves all fees paid to the school by the student or on behalf of the student. Exceptions must be approved by the Secretary and identified according to 11g.]
  - c. If the student chooses not to enroll after the 7-day cancellation period but before the first day of instruction, the school may retain the application fee or registration fee, or both.
  - d. If, after the 7-day cancellation period expires, a student withdraws after instruction begins, refunds shall be based on the total contract price for the course or program and shall include all fees, except the application, registration or enrollment fee and any charges for materials, supplies, or books which have been purchased by, and are the property of, the student. The minimum refund that a school shall pay a student who withdraws or is terminated after the 7-day cancellation period has expired and after instruction has begun, is as follows:

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<sup>1</sup> "Course" means a *portion* of a program of study covering specific subject matter. [COMAR 13B.01.01.02B(10)]

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<b>Proportion of total course or program taught by date of withdrawal</b>	<b>Tuition refund</b>
Less than 10%	90% refund
10% up to but not including 20%	80% refund
20% up to but not including 30%	60% refund
30% up to but not including 40%	40% refund
40% up to 50%	20% refund
More than 50%	No refund

- e. The date of withdrawal or termination is the last date of attendance by the student. A refund due a student shall be based on the date of withdrawal or termination and paid within 60 days from the date of withdrawal or termination.
  - f. In the case of an official leave of absence, if a student fails to return to training by the end of the leave of absence, a refund due a student shall be based on the date of withdrawal or termination and paid within 60 days of the scheduled last day of the leave of absence.
  - g. Identification of any non-refundable items and applicable criteria [e.g. books must be returned in like-new condition].
  - h. For a program or portion of a program delivered by distance education, the minimum refund that a school shall pay a student who withdraws or is terminated after the 7-day cancellation period has expired and after instruction has begun shall be prorated based on the proportion of the program completed by the student. The proportion of the program completed via distance education shall be the percentage of submitted lesson assignments completed by the student compared to the total number of lesson assignments in the program or portion of the program delivered by distance education.
- 12. Indication that the student has received a copy of the enrollment contract.
  - 13. Statement advising student to keep all documents regarding enrollment and financial obligations.
  - 14. Indication that the student has received a copy of the school's **current** catalog.
  - 15. Date enrollment contract signed.
  - 16. Signatures of school official and student, and parent or guardian if student is a minor.
  - 17. Statement that, in order for the enrollment contract to be binding, the contract must be signed by the applicant, the guardian if applicable, and the school official.
  - 18. Statement that the enrollment contract may be extended or modified only with the written consent of both the student and the school.
  - 19. *(If the school participates in a private lending program)* Statement that the student has received a copy of MHEC's private lending brochure.