**Section 451.520 Enrollment Agreements**

a) Each school shall provide written enrollment agreements to each student that specify both the school's and the student's legal obligations. The agreements shall contain all written disclosures required in Section 15.1 of the Act [105 ILCS 425/15.1] and be separate from any noncontractual documents utilized in the enrollment of students. Data required in Section 15.1(11) of the Act [105 ILCS 425/15.1(11)] shall be reported as follows:

1) data shall be compiled for the school's most recent 12-month reporting period of July 1 through June 30;

2) the graduation or completion rate shall be calculated by dividing the total number of students who completed the course of instruction or graduated in that year by the total number of students who were originally scheduled to complete the course of instruction or graduate in that year;

3) the placement rates shall be calculated from the data compiled for the reporting period included.

b) A school shall provide the applicant with:

1) a copy of the enrollment agreement signed and dated by the sales representative and the applicant at the time the applicant makes initial payment of any fees, deposits, tuition, or other charges;

2) signed, dated receipts for any monies collected from the student;

3) a copy of the enrollment agreement or written notice of acceptance signed and dated by the chief managing employee or the admissions officer at the school's principal place of business at the time of official student acceptance at the school.

c) A school may give the applicant a single copy of the agreement when the date of initial payment and the date of acceptance are the same.

d) When the prospective student is under the age of 18, the agreement shall be signed by his/her parent or guardian.

e) A school shall maintain copies of all signed agreements and any truth-in-lending disclosure pages in each student's permanent record.

f) If the school receives payment of fees, deposits, or other charges in a single payment or by the payment of the enrollment fee and one additional payment, it may limit financial disclosures on the agreement to the enrollment fee and the cash price. If the student elects to make more payments than those described above, the agreement shall disclose the:

1) enrollment fee;

2) cash price;

3) cash down payment;

4) difference between cash price and cash down payment, using the phrase "unpaid balance of cash price";

5) number, amount, and due dates or periods of payments scheduled for student repayments of indebtedness.

g) A school receiving multiple payments may provide information on financial disclosures required in subsection (f) of this Section on a separate page. The page shall be signed and dated by the sales representative and the student at the same time their signatures are affixed to the agreement.

h) When the school assesses finance charges or offers discounts for early payment and time/price differentials, the agreement and disclosure pages shall:

1) satisfy the requirements of the Retail Installment Sales Act [815 ILCS 405];

2) make clear that students are not required to make use of its finance plans.

i) The agreement shall not contain a wage assignment provision and/or a confession of judgment clause.

j) The agreement shall include a "NOTICE TO THE BUYER" that includes the following statements in a position above the space reserved for the student's signature:

1) "Do not sign this agreement before you read it or if it contains any blank spaces.

2) This is a legal instrument. Both sides of the contract are binding. Read both sides before signing.

3) You are entitled to receive one copy of the agreement you sign and any information disclosure pages presented by the school.

4) Under the law you have the right, among others, to pay the full amount due and to obtain under certain conditions a partial refund of the finance charge."

k) In addition to the information required by Section 15.1 of the Act, an enrollment agreement shall include:

1) language explaining the agreement will be 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;

2) a statement in which the student attests to having received the school's current catalog/bulletin, any supplements and errata sheets, and the data required in Section 15.1(11) of the Act;

3) a space for the sales representative to indicate by signature his/her compliance with the Act and this Part;

4) a statement that any changes in the agreement 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 if the student is a minor;

5) the date by which instruction must be completed if the school provides instruction by home study or distance education and limits the period of time for completion of that instruction;

6) a statement that terms and conditions of the agreement are not subject to amendment or modification by oral agreement;

7) its current printing date.

l) Information required in subsection (k)(5) of this Section need not be printed on the agreement but may be added to the agreement by the sales representative in space provided. The information shall be entered on the agreement prior to the time of applicant's signature.

m) The school may reserve the right in the agreement to make revisions in the course of instruction during the period of the student's enrollment, provided that this right is conditioned upon the Superintendent's prior approval of the revision in accordance with the requirements for the approval of curricular changes in this Part.

n) When, pursuant to the Act and this Part, any agreement the school enters into with a student is found by the Superintendent to be a violation of the Act or this Part, the school shall refund all monies to the student within five business days.

o) *If the right to cancel is not given to any prospective student at the time the enrollment is signed, the student has the right to cancel the agreement at any time and receive a refund of all monies paid to date within 10 days of cancellation* (Section 15.1 of the Act).

p) The school shall meet the reporting requirements of Section 15.1(11)(i) of the Act [105 ILCS 425/15.1(11)(i)] regarding students enrolling in specific courses or courses of instruction and submit such report to the Superintendent within 90 days following the end of the reporting period of July 1 through June 30.

(Source: Amended at 24 Ill. Reg. 7229, effective May 1, 2000)