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## Enrollment Agreement

In accordance with 8VAC40-31-160(E)(2), an original agreement titled "Student Enrollment Agreement" will need to be signed by the student and an authorized representative of the school.

a. At the time of enrollment, the agreement should contain, at a minimum:

- (1) Student name, address and phone number;
  - (2) School name, address and phone number;
  - (3) Name of the educational program, start date, and the total number of credit hours or clock hours to complete the program of study and type of credential awarded upon completion (certificate, diploma or degree);
  - (4) Estimated cost of all charges and fees including, but not limited to: tuition, fees, equipment charges, supplies, textbooks, and uniforms;
  - (5) The refund policy;
  - (6) A labeled section titled "STUDENT'S RIGHT TO CANCEL" that shall provide the terms for cancellation.  
Specifically,
    - i. The school shall provide a period of at least three business days, excluding weekends and holidays by which the student applicant must cancel in order to receive refund of all monies paid less a non-refundable fee not to exceed \$100. The actual date by which the student applicant must cancel shall be specified in the agreement.
    - ii. The school shall disclose that following the cancellation period, a student applicant may cancel his enrollment agreement, by written notice, at any time prior to the first class day of the session for which application was made. When cancellation is requested under these circumstances, the school will refund all tuition paid by the student, less a maximum tuition fee of 15% of the stated costs of the course or program or \$100, whichever is less;
  - (7) A notice stating that the transferability of credit and credentials earned is at the sole discretion of the receiving school;
  - (8) For enrollees in programs leading to professional licensure, the school shall disclose annual pass rates for first time test takers for the last three years, if applicable. If results are not available, the school must provide a written explanation. This disclosure must be signed by the student;
  - (9) A statement informing students of the institution's grievance policy;
  - (10) A statement informing students that the institution is certified to operate by SCHEV and providing full contact information for SCHEV;
  - (11) A statement that reads: "By signing below, I certify that I have been provided access to the school's electronic or print catalog, bulletin, or brochure."
  - (12) A statement that reads: "I understand that this is a legally binding agreement. My signature below certifies that I have read, understood and agreed with my rights and responsibilities. Further, I certify that I understand the cancellation and refund policies and I understand and agree to these policies."
  - (13) Following the statement in "12" above, the document provides places for signatures of the student and authorized representative of the school and date the document was signed.
- b. A new enrollment agreement must be completed in the event that the student (i) delays his start date, (ii) changes the program of enrollment; or (iii) drops from the program and re-enrolls at a later date.
- c. No postsecondary school shall condition the enrollment of a student on:
- (1) Entering into an agreement that requires the student to arbitrate any dispute between the student and the school, regardless of whether the agreement permits the student to opt out of the requirement to arbitrate any such dispute in the future; or
  - (2) Entering into an agreement that requires the student to resolve a dispute on an individual basis and waive the right to class or group actions.

NOTE: *The laws of Virginia shall govern any agreement, contract, or instrument of indebtedness executed between a postsecondary school and any person enrolling in any course or program offered or to be offered by a postsecondary school in Virginia and also between that postsecondary school and any person employed or offered employment by that postsecondary school in Virginia.*