

Chapter EAB 5

ENROLLMENT DOCUMENTS

| | | | |
|----------|-------------------------|----------|------------------------|
| EAB 5.01 | Definitions | EAB 5.04 | Cancellation privilege |
| EAB 5.02 | Enrollment agreements | EAB 5.05 | Claims and defenses |
| EAB 5.03 | Enrollment applications | | |

EAB 5.01 Definitions. In this chapter:

(1) "Class day" means any day on which instruction is provided by the school and the student is scheduled to attend. Holidays, scheduled vacation periods, other days on which instruction is not provided by the school, and periods for which a student is granted a leave of absence are not class days.

(2) "Combination course of instruction" means a course of instruction which consists of both correspondence lessons and resident classes.

(3) "Correspondence course of instruction" means a course of instruction which consists solely of correspondence lessons.

(4) "Course of instruction offered on a lesson-by-lesson basis" means a resident course of instruction in which the student is not required to complete a fixed number of lessons or classes, but is instead required only to complete those lessons necessary to attain the skills and knowledge necessary for the objective of the course of instruction.

(5) "Course of instruction with a fixed class schedule" means a resident course of instruction in which the total length of the course of instruction is fixed by the school and which does not meet the criteria for a course of instruction without a fixed class schedule.

(6) "Course of instruction without a fixed class schedule" means a resident course of instruction which does not have precise dates for the start of classes or for graduation, or in which students are not provided with a prearranged schedule for the course of instruction, and in which the total cost of the course of instruction may be determined at the time of the student's enrollment because the total length of the course of instruction is fixed by the school.

(7) "Enrollment agreement" means a document by which a student contracts to enroll in a course of instruction offered by a school.

(8) "Enrollment application" means a non-contractual document by which a student applies for admission to a course of instruction offered by a school.

(9) "Sequence of courses of instruction" means a series of courses of instruction through which a student may progress to attain a single occupational or vocational objective. A seminar of less than 20 hours for the purpose of preparing a person to take a licensing examination is not considered to be part of a sequence of courses of instruction.

(10) "Term" means a regularly established division of the school year which is from 10 to 19 weeks long.

EAB 5

(11) "Total cost of the course of instruction" means the sum of all charges made by the school for tuition, books, materials, supplies and any other charges made by the school which are required to be paid by the student as the result of enrollment in a specific course of instruction. Room and board charges shall be included in the total cost of the course of instruction only if the school requires the student to utilize room or board facilities provided by the school.

(12) "Total cost of the term" means the sum of all charges made by the school for tuition, books, materials, supplies and any other charges made by the school which are required to be paid by the student as the result of enrollment for a specific term, but it does not include a one-time application fee not exceeding \$30 or a term registration fee not exceeding \$20. Room and board charges shall be included in the total cost of the term only if the school requires the student to utilize room or board facilities provided by the school.

History: Cr. Register, December, 1980, No. 300, eff. 1-1-81.

EAB 5.02 Enrollment agreements. (s. 38.51 (7) (f), Stats.) All enrollment agreements used by a school shall contain the following:

- (1) The name and address of the school;
- (2) Clear and conspicuous disclosure that the enrollment agreement is a legally binding contract upon acceptance of the student by the school unless the student cancels the enrollment agreement during the 3-business-day cancellation period;
- (3) Disclosure of the 3-business-day cancellation privilege;
- (4) The total cost of the course of instruction, or, if the school elects to apply the refund provisions of s. EAB 7.07, the total cost of the term and any application and registration fees which are required to be paid;
- (5) The name of the course of instruction, a description of the course of instruction or a reference to the specific page in the school catalog or bulletin on which a description may be found, the number of hours of classroom instruction in a resident course of instruction, the number of lessons in a correspondence course of instruction and the number of correspondence lessons and the number of hours of classroom instruction in a combination course of instruction;
- (6) Whether the school offers any placement or employment counseling service, and the nature and extent of the service;
- (7) The school's refund policy;
- (8) Disclosure that refunds owing as the result of withdrawal or dismissal after the 3-business-day cancellation period shall be made within 30 calendar days after the school dismisses the student or receives notice of withdrawal; and
- (9) Disclosure of each of the following that are appropriate to the course of instruction for which the enrollment agreement is used:
 - (a) For a course of instruction with a fixed class schedule, or for the resident portion of a combination course of instruction, that a student who does not attend classes for a period of 10 consecutive class days and

Register, June, 1984, No. 342

who does not give the school, prior to or during that period, an explanation regarding the absences is considered to have withdrawn from school;

(b) For a course of instruction without a fixed class schedule, or for a course of instruction offered on a lesson-by-lesson basis, that a student who does not attend classes or utilize instructional facilities for a period of 60 consecutive calendar days and who does not give the school, prior to or during that period, an explanation about the absences is considered to have withdrawn from school;

(c) For a correspondence course of instruction, or for the correspondence portion of a combination course of instruction, that a student who does not submit a lesson for a period of one year and who does not give the school, prior to or during that period, an explanation regarding the inactivity is considered to have withdrawn from school.

History: Cr. Register, December, 1972, No. 204, eff. 1-1-73; renum. from EAB 5.01 and am., Register, December, 1980, No. 300, eff. 1-1-81.

EAB 5.03 Enrollment applications. (s. 38.51 (7) (f), Stats.) (1) A school may use an enrollment application in lieu of an enrollment agreement.

(2) If a school uses an enrollment application, the school catalog or bulletin shall contain, in addition to the information required by s. EAB 2.05 (1) (c), the following:

(a) The address of the school;

(b) Whether the school offers any placement or employment counseling service, and the nature and extent of the service;

(c) The school's refund policy;

(d) Disclosure that refunds owing as the result of withdrawal or dismissal after the 3-business-day cancellation period shall be made within 30 calendar days after the school dismisses the student or receives notice of withdrawal; and

(e) Disclosure of each of the following that are appropriate to the course of instruction for which the catalog or bulletin is used:

1. For a course of instruction with a fixed class schedule, or for the resident portion of a combination course of instruction, that a student who does not attend classes for a period of 10 consecutive class days and who does not give the school, prior to or during that period, an explanation regarding the absences is considered to have withdrawn from school;

2. For a course of instruction without a fixed class schedule, or for a course of instruction offered on a lesson-by-lesson basis, that a student who does not attend classes or utilize instructional facilities for a period of 60 consecutive calendar days and who does not give the school, prior to or during that period, an explanation about the absences is considered to have withdrawn from school;

3. For a correspondence course of instruction, or for the correspondence portion of a combination course of instruction, that a student who does not submit a lesson for a period of one year and who does not give the school, prior to or during that period, an explanation regarding the inactivity is considered to have withdrawn from school.

History: Cr. Register, December, 1980, No. 300, eff. 1-1-81.

Register, June, 1984, No. 342

EAB 5

EAB 5.04 Cancellation privilege. (s. 38.51 (7) (e), Stats.) (1) A student shall have the right to cancel an enrollment application or enrollment agreement for a course or course of instruction not exempted by sub. (10), until midnight of the third business day as defined by s. 421.301 (6), Stats., after receipt of notice of acceptance.

(2) Two copies of a typed or printed notice of the cancellation privilege shall be given to the student. The notice must:

(a) Be printed in capital and lowercase letters of not less than 12-point boldface type;

(b) Appear under the conspicuous caption: "CUSTOMER'S RIGHT TO CANCEL";

(c) Read as follows:

_____ (enter date of transaction)

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. (Saturdays, Sundays and holidays are not business days.)

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instruments executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to

_____ (name of seller)

at _____ (address of seller's place of business)

not later than midnight of _____ (date)

Note: Purchase of educational goods and services offered by a school is deemed to take place when written and final acceptance is communicated to the student by the school. If the representative who enrolls you is authorized to grant written acceptance at the time you enroll, and does so, the cancellation period ends at the time specified above. If you have not been accepted in writing at

the time you enroll, the cancellation period does not end until midnight of the third business day after the day you receive written acceptance by certified mail from the school.

I hereby cancel this transaction.

(Date)

(Buyer's Signature)

(Buyer's Name - Print)

(Street Address)

(City, State, Zip Code)

(3) Except in those cases where the student is granted written acceptance at the time of application, the school shall send to each student written notice upon the acceptance of the student by the school. The notice of acceptance shall be sent by certified mail. Notice of acceptance is deemed received by the student upon attempted delivery by the United States postal service at the address stated by the student in the enrollment application or enrollment agreement.

(4) The student may cancel an enrollment application or enrollment agreement during the 3-business-day period by delivering or mailing a signed written notice to the school at the address set forth in the notice of cancellation privilege.

(5) The notice of cancellation privilege required by sub. (2) shall be attached to, and easily detachable from, the enrollment application or enrollment agreement if the application or agreement is completed by the student in the presence of a school representative. If a school representative is not present at the time the student completes the application or agreement, the notice of cancellation privilege shall be attached to, and easily detachable from, the written notice of acceptance sent by the school.

(6) If the notice of cancellation privilege required by sub. (2) is not delivered to the student at the time specified in sub. (5), the time allowed for cancellation is extended until midnight of the third business day after the day on which the school furnishes the student with the required notice of cancellation privilege.

(7) Notice of cancellation, if given by mail, is deemed to be given when it is postmarked not later than the third business day after the day on which the student receives written notice of acceptance. A school may not require that a student mailing notice of cancellation send such notice by certified or registered mail.

(8) Notice of cancellation need not take any particular form, and is sufficient if it indicates by any means a written expression of the intention of the student to cancel the enrollment application or enrollment agreement.

(9) The school shall, within 10 business days after receiving notice of cancellation from the student, make any refund owing as a result of the

EAB 5

cancellation and arrange for a termination of the student's obligation to pay any sum.

(10) This section shall not be construed to apply to any course of instruction for which the total cost of the course of instruction is less than \$150 and which is offered in less than 6 class days, provided that the course of instruction is not one of a sequence of courses of instruction.

History: Cr. Register, December, 1972, No. 204, eff. 1-1-73; renum. from EAB 5.02 and am., Register, December, 1980, No. 300, eff. 1-1-81.

EAB 5.05 Claims and defenses. (s. 38.51 (7) (d), Stats.) (1) Every assignee of an enrollment agreement takes it subject to all claims and defenses of the student or successors in interest under the enrollment agreement.

(2) No school may enter into any enrollment agreement in which the student waives the right to assert against the school or any assignee any claim or defense the student may have against the school arising under the enrollment agreement. Any provision in an enrollment agreement by which the student agrees to a waiver is void.

(3) (a) No school may use a promissory note or instrument, other than a check, unless it bears the following statement in contrasting boldface type: This is an enrollment agreement instrument and is non-negotiable. Every holder takes it subject to all other claims and defenses of the maker or obligor.

(b) Compliance with requirements of federal and state statutes, regulations and rules governing the form of notice of preservation of consumers' claims and defenses shall be deemed to satisfy the requirements of par. (a).

History: Cr. Register, December, 1972, No. 204, eff. 1-1-73; renum. from EAB 5.03 and am., Register, December, 1980, No. 300, eff. 1-1-81.