Appendix E: Enrollment Agreement Evaluation Checklist
School: ATS Institute of Technology

105 ILCS 425/15.1 Statutory Provisions

(1) The name and address of the school and the addresses where instruction will be given;

☑ Yes ☐ No

Comment:

(2) The name and description of the course of instruction, including the number of home study lessons and hours of classroom instruction;

☐ Yes ☒ No

Comment: The enrollment agreement must contain a description of the course of instruction for which the student is enrolled.

(3) The total cost of the course of instruction and all other services and facilities furnished or made available to the student by or through the school in connection with the student's matriculation and study and completion of any subject or course of instruction, including all charges made by the school for tuition, room and board, books, materials, supplies, laboratory, shop and studio fees, and other expenses;

☑ Yes ☐ No

Comment:

(4) A clear and conspicuous statement that the agreement is a legally binding instrument when signed by the student and accepted by the school;

☑ Yes ☐ No

Comment:

(5) A clear and conspicuous caption, "BUYER'S RIGHT TO CANCEL" under which it is explained that the student has the right to cancel the initial enrollment agreement until midnight of the fifth business day after the student has been accepted; and if the right to cancel is not given to any prospective student at the time the enrollment agreement is signed, then 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;

☑ Yes ☐ No

Comment:
(6) A notice to the students that any cancellation should be in writing and must be delivered to school management;

☑ Yes ☐ No

Comment:

(7) The school's refund policy for unearned tuition, fees, and other charges meets statutory requirements;

☐ Yes ☒ No

Comment: See Appendix F.

(8) The date of the student's signature and the date of the student's acceptance;

☑ Yes ☐ No

Comment:

(9) A clear and conspicuous statement that every assignee of a student enrollment agreement takes it subject to all claims and defenses of the student or his successors in interest arising under the agreement;

☑ Yes ☐ No

Comment:

(10) The name of the school employee or agent responsible for procuring, soliciting or enrolling the student;

☑ Yes ☐ No

Comment:

(11) A statement containing the following information for the most recent 12 month reporting period of July 1 through June 30:

(a) The number of students who were admitted in the course of instruction as of July 1 of that reporting period;

☑ Yes ☐ No

(b) Additions during the year due to:

(A) new starts;

☑ Yes ☐ No

Yes: indicates that the documentation in question is sufficient as submitted.

No: indicates that the documentation in question is not approvable as submitted. Additional appropriate documentation must be submitted in order for such an item to be acceptable.
(B) re-enrollments; and

☐ Yes ☐ No

(C) transfers into the course of instruction from other courses of instruction at the school;

☐ Yes ☐ No

(c) Total number of students admitted during the reporting period (the number of students reported under item (11)(a) plus the additions reported under parts (A), (B), and (C) of item (11)(b));

☐ Yes ☐ No

(d) Of the total course of instruction enrollment, the number of students who:

(A) transferred out of the course of instruction to another course of instruction;

☐ Yes ☐ No

(B) completed or graduated from a course of instruction;

☐ Yes ☐ No

(C) withdrew from the school;

☐ Yes ☐ No

(D) are still enrolled;

☐ Yes ☐ No

(e) The number of students listed in item (11)(d) who:

(A) were placed in their field of study;

☐ Yes ☐ No

(B) were placed in a related field;

☐ Yes ☐ No

(C) placed out of the field;

☐ Yes ☐ No

(D) were not available for placement due to personal reasons;

☐ Yes ☐ No

(E) were not employed;

☐ Yes ☐ No

(f) The number of students who took a State licensing examination or professional certification examination (if any) during the reporting period, as well as the number who passed;

Yes: indicates that the documentation in question is sufficient as submitted.

No: indicates that the documentation in question is non-applicable as submitted. Additional appropriate documentation must be submitted in order for such an item to be acceptable.
(g) The number of graduates who obtained employment in the field who did not use the school's placement assistance during the reporting period; such information may be compiled by reasonable efforts of the school to contact graduates by written correspondence;

☐ Yes  ☒ No

(h) The average starting salary for all school graduates employed during the reporting period; such information may be compiled by reasonable efforts of the school to contact graduates by written correspondence;

☒ Yes  ☐ No

(i) The following clear and conspicuous caption: "COMPLAINTS AGAINST THIS SCHOOL MAY BE REGISTERED WITH THE STATE BOARD OF EDUCATION", set forth with the addresses and telephone numbers of the Board's Springfield and Chicago offices.

☒ Yes  ☐ No

Comment:


(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.

☒ Yes  ☐ No

Comment:

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

☒ Yes  ☐ No

Comment:

Yes: indicates that the documentation in question is sufficient as submitted.

No: indicates that the documentation in question is not approvable as submitted. Additional appropriate documentation must be submitted in order for such an item to be acceptable.
3) You are entitled to receive one copy of the agreement you sign and any information disclosure pages presented by the school.

☐ Yes  ☐ No

Comment:

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."

☐ Yes  ☐ No

Comment: This text is missing from the enrollment agreement.

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;

☐ Yes  ☐ No

Comment:

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;

☐ Yes  ☐ No

Comment:

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

☐ Yes  ☐ No

Comment:

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;

☐ Yes  ☐ No

Comment:
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;

☐ Yes  ☐ No  ☒ N/A

Comment:

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

☒ Yes  ☐ No

Comment:

7) its current printing date.

☒ Yes  ☐ No

Comment: