

APPLICATION PACKET

Full Review and New Schools

MINNESOTA OFFICE OF HIGHER EDUCATION PRIVATE CAREER SCHOOL LICENSE

Enclosed are the application forms you must complete to apply for a Minnesota Private Career School License. Also included are the state laws regulating private career schools doing business in the state of Minnesota.

The fees for a private school license application and solicitor permit are listed below. Online payments can be made at www.ohe.state.mn.us/ACHinstpayments/. Checks can be mailed to the address at the bottom of this page.

New School License Fee

Schools that offer no more than one program in their first year	\$3,730
Schools that offer more than one program in their first year	\$3,730 + \$500 (per additional program)

School License Renewal Fee	\$3,160
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Solicitor Permit Fee – Per Solicitor	\$ 500
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Multiple Location(s) Fee - Per Site	\$500 per site
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Submit completed application and required materials to:

irl.ohe@state.mn.us

**Minnesota Office of Higher Education
ATTN: Private Career School Licensure
1450 Energy Park Dr., Suite 350
St. Paul, MN 55108**

Questions contact (651) 259-3976

APPLICATION FOR PRIVATE CAREER SCHOOL LICENSE

IDENTIFICATION INFORMATION			
Name of School*	School Phone Number	Date of this Application	
School Address	City	State	Zip Code
Name of Administrative Director	Primary Contact Number	Email	
Mailing Address	City	State	Zip Code
Business Ownership Name			

* *Name of School must match filing as listed with the Minnesota Secretary of State.*

SCHOOL OWNERSHIP INFORMATION																														
Check the school's ownership type. Complete the section below, which is indicated by the letter immediately following the type of ownership checked. ☐ Proprietorship (A) ☐ Partnership (B) ☐ Limited Liability Company (C) ☐ Corporation (D)																														
A	PROPRIETORSHIP - List the name and home address of the proprietor (please type or print):																													
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B	PARTNERSHIP - List the names, titles, and home addresses of all partners in the partnership. Use the Addendum Form if more space is needed (please type or print).																													
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TAX INFORMATION

MN Tax ID #

FEIN/ITIN/SSN #
(Provide one of these)

***Tennessee Warning:** The Minnesota Office of Higher Education must collect your school's MN Tax ID and Federal Tax ID to comply with Minn. Stat. 270C.72 Subd. 4. The Office must submit an annual license and registration report to the Minnesota Department of Revenue. This information is required for your annual application. Refusal to provide this information will result in the revocation of your approval through the Office. The Office will only share this information with the Minnesota Department of Revenue to satisfy annual reporting requirements. (FEIN – Federal Employee Identification Number, SSN-Social Security Number, ITIN – Individual Taxpayer Identification Number)

SELF CERTIFICATIONS

The owner/proprietor, general partner, managing partner, authorized corporate officer, or other representative of the school authorized by the school's governing board to sign contracts on behalf of the school certifies that:

☐ I agree

There is no pending administrative, civil, or criminal proceeding for fraud or misrepresentation against the school's owner(s), officer(s), agent(s), or sponsoring organization

☐ I agree

There have been no administrative, civil, or criminal proceedings for fraud or misrepresentation against the school's owner(s), officer(s), agent(s), or sponsoring organization

☐ I agree

The school's compensated recruiting agents who are operating in Minnesota identify themselves as agents of the school when talking to or corresponding with students and prospective students

☐ I agree

The school does not withhold a student's official transcript because the student is in arrears or in default on any loan issued by the school to the student if the loan qualifies as a school loan under United States Code, title 11, section 523(a)(8)(b)

☐ I agree

All instructors have with your school meet the following: A. recognized standing as a tradesperson or specialist supported by evidence from previous employers, or the possession of a baccalaureate degree; B. a high school diploma or its equivalent; and three years of full-time, trade, or professional experience in the trade or specialty taught, or successful completion of a college curriculum leading to a baccalaureate degree in that trade or specialty, or a combination of experience and education in the trade or specialty equivalent to three years of full-time experience

☐ I agree

The quality of each program or course provides adequate preparation for students for entry-level positions in the field of study for the program

☐ I agree

The school continues to provide students and instructors with the infrastructure and resources necessary to support effective teaching and learning, such as technological infrastructure, scientific laboratories, libraries, performance spaces, clinical practice sites, and museum collections, as appropriate to the school's offerings

☐ I agree

The school conforms to commonly accepted minimum program lengths for its programs

☐ I agree

The school has a clear policy on the maximum allowable credit for prior learning as a reasonable proportion of the requirements to complete the student's program

☐ I agree

The school evaluates the success of its graduates. The school assures that its programs prepare students for advanced study or employment

☐ I agree	If the school uses a written contract or enrollment agreement, the school provides a prospective student with the school's catalog or its equivalent 5 days before the student signs the contract or enrollment agreement
☐ I agree	The school does not use any contract or enrollment agreement that contains a wage assignment provision or a confession of judgment clause
☐ I agree	If the school uses a written contract or enrollment agreement, the school provides an exact copy/duplicate of the signed contract or enrollment agreement to the student
☐ I agree	If any of the school's programs require a clinical, internship, practicum, or externship, the school understands that it is responsible for obtaining a site for a student
☐ I agree	The school provides a list of its current clinical, internship, practicum, or externship sites for students to review if a clinical, internship, practicum, or externship is required

AFFIDAVIT

If the applicant school is owned by an individual, this affidavit is to be made by that individual, if owned by a partnership, by the managing partner; if owned by a corporation or association, by one of its authorized officers.

STATE OF: _____ COUNTY OF: _____
 _____, being duly sworn, deposes and says that He/She/They is the
 (Name - print or type)
 _____ of _____
 (Title of Position Held) (Name of School)

respecting which the foregoing application for license is made; that He/She/They has read the foregoing application; and that the statements therein made are true to the best of his/her/their knowledge, information, and belief.

(Press Seal Below)

(Signature)

Subscribed and sworn to this _____ day of _____, 20____.

(Notary Public)

County _____ State _____

CHECKLIST OF REQUIRED DOCUMENTS

(Minnesota Statutes §136A.822 requires that the information below be furnished)

The owner/proprietor, general partner, managing partner, authorized corporate officer, or other representative of the school authorized by the school's governing board to sign contracts on behalf of the school certifies that:

☐	A. APPLICATION FEE. The new school license fee is \$3,730 for schools that will offer one program in its first year, or \$3,730 + \$500 for each additional program, for schools that will offer more than one programs its first year. The school license renewal fee is \$3,160.
☐	B. FINANCIAL. Institutions renewing their license will be notified in their renewal notice exactly what will be required to be submitted in regards to their financial statements. New applicants should also include a projected income statement for two years of operation as well as 2 years of full tax returns for anyone involved in ownership.
☐	C. TRANSCRIPTS. Submit a copy of your institution's student transcript.
☐	D. MINNESOTA SECRETARY OF STATE FILINGS. You must provide copies of the following documents with your application: Office of the Minnesota Secretary of State Certificate of Organization, Office of the Minnesota Secretary of State Articles of Organization, and Office of the Secretary of State Notice of Registered Agent. (see www.sos.state.mn.us)
☐	E. ADVERTISING. Provide copies of all media advertising and promotional literature and brochures currently used or expected to be used in the near future. All advertising must be approved in advance by OHE.
☐	F. CATALOG. Submit the current school catalog. <i>(Refer to Appendix A)</i>
☐	G. EQUIPMENT. Provide a list of tools and equipment available for instruction.
☐	H. CONTRACTS. Provide copies of all Minnesota enrollment agreement forms and contract forms used or proposed to be used in Minnesota. These must be approved in advance. <i>(Refer to Appendix B)</i>
☐	I. PLACEMENT SERVICE. If you offer or advertise a job placement service, submit a certified copy of the graduate placement record and a summary of job placements. This is not required with the initial license. <i>(Refer to Appendix C)</i>
☐	J. BONDS. Surety bonds shall be in the amount of 10% of the preceding year's <u>Net Student Revenue Statement</u> New to licensure institutions will receive a bond amount from OHE pending application review. Such bonds shall run to the State of Minnesota/OHE. <i>(Refer to Appendix D)</i>
☐	K. SOLICITORS. A Solicitor Permit costs \$500. The bond amount for each solicitor is (\$2,000/solicitor). An application for a Solicitor's Permit must be submitted yearly, along with the permit fee <i>(Refer to Appendices E and F)</i> .
☐	L. INSTRUCTORS. Provide the office with each instructor's name, academic degrees earned, or applicable education and experience, and indicate which course(s) each instructor teaches. Instructors are required to have either a degree in the field they are teaching or three years of work experience in the field they are teaching. <i>(Refer to Appendix G)</i>
☐	M. PROGRAMS. Provide a list of the specific programs that are offered and the purposes of such instruction. Programs require prior approval by OHE. <i>(Refer to Appendix H)</i>
☐	N. MULTIPLE LOCATION ADDENDUM. Institutions operating at more than one location must submit a Multiple Location Addendum for each location, along with supporting documentation and a fee. <i>(Refer to Appendix I)</i>

☐	O. STUDENT RECORDS. *** Note: If your institution has a Record Plan on file with OHE that was signed after 01/01/21, you are not required to submit the Student Record Protection Plan for re-licensure at this time. Schools must either: (1) Submit a plan meeting the following: (a) an official designated to provide copies of records to students upon request; and (b) binding agreement for preserving student records if the school ceases to exist; or (2) if no binding agreement for preservation of student records exists a surety bond – or – a one-time Escrow Deposit with our office not to exceed \$20,000 must be filed with the office. (Refer to Appendices J-1 or J-2)
☐	P. NET STUDENT REVENUE STATEMENT. You must provide a statement of the Net Student Revenue from students for the preceding calendar or fiscal year (<i>please see Appendix M for calculation</i>). If this is your first license application submission, this requirement is not necessary. (<i>Refer to Appendix K</i>)
☐	Q. ORGANIZATIONAL FRAMEWORK. Submit information showing that the school has an organizational framework with administrative and instructional personnel to provide the programs it intends to offer.
☐	R. ENROLLMENT. For each course of instruction, provide the current enrollment. Also, provide the maximum enrollment that you can accommodate with your present staff, equipment, and facilities. (<i>Refer to Appendix L</i>)
☐	S. WORKERS' COMPENSATION. Provide Workers Compensation insurance information. (<i>Refer to Appendix M</i>)

Catalog, brochure, or electronic display.

MN Stat. 136A.826; Subd. 1

A private career school or its agent must provide the catalog, brochure, or electronic display required in this section to prospective students in a time or manner that gives the prospective student at least five days to read the catalog, brochure, or electronic display before signing a contract or enrollment agreement or before being accepted by a private career school that does not use a written contract or enrollment agreement.

(b) A catalog, brochure, or electronic display must include, at a minimum:

- (1) identifying data, such as volume number or date of publication 136A.822 Subd. 10 (1);
- (2) name, address, governing body, and names of senior officials (136A.822 Subd. 10 (2));
- (3) an academic calendar showing legal holidays, beginning and ending dates of each course quarter, term, or semester, and other important dates (136A.822 Subd. 10 (3));
- (4) the policy and regulations on enrollment including dates and specific entrance requirements for each program (136A.822 Subd. 10 (4));
- (5) the policy and regulations regarding leave, absences, class cuts, make-up work, tardiness, and interruptions for unsatisfactory attendance (136A.822 Subd. 10 (5));
- (6) the policy and regulations regarding standards of progress for the student including the grading system of the private career school, the minimum grades considered satisfactory, conditions for interruption for unsatisfactory grades or progress, a description of any probationary period allowed by the private career school, and conditions of reentrance for those dismissed for unsatisfactory progress (136A.822 Subd. 10 (6));
- (7) the policy and regulations regarding student conduct and conditions for dismissal for unsatisfactory conduct (136A.822 Subd. 10 (7));
- (8) a detailed schedule of fees, charges for tuition, books, supplies, tools, student activities, laboratory fees, service charges, rentals, deposits, and all other charges (136A.822 Subd. 10 (8));
- (9) the policy and regulations, including an explanation of section 136A.827, regarding refunding tuition, fees, and other charges if the student does not enter the program, withdraws from the program, or the program is discontinued. *Specific language to use about the Refund Policy is included at the end of this section.*
- (10) a description of the available facilities and equipment (136A.822 Subd. 10 (10));
- (11) a course outline or syllabus for each course offered showing course objectives, subjects or units in the course, type of work or skill to be learned, and approximate time, hours, or credits to be spent on each subject or unit (136A.822 Subd. 10 (11));
- (12) the policy and regulations regarding granting credit for previous education and preparation (136A.822 Subd. 10 (12));
- (13) a notice to students relating to the transferability of any credits earned (136A.822 Subd. 10 (13));
- (14) a procedure for investigating and resolving student complaints (136A.822 Subd. 10 (14));
- (15) the name and address of the Minnesota Office of Higher Education (136A.822 Subd. 10 (15));

(16) the rights of the student under section 136A.8295. Schools must disclose on their website, student handbook, and student catalog the student complaint process under this section to students.

Required Disclosure Statement: MN STATUTE 136A.828 Subd. 1. A school, agent, or solicitor may represent in advertisements and shall disclose in catalogs, applications, and enrollment materials that the school is duly licensed by the state by prominently displaying the following statement:

"(Name of School) is licensed as a private career school with the Minnesota Office of Higher Education pursuant to Minnesota Statutes, sections 136A.821 to 136A.832. Licensure is not an endorsement of the institution. Credits earned at the institution may not transfer to all other institutions."

Refund Policy (136A.827)

Note this refund policy is the same language required to be included in your Contract/Enrollment Agreement if your institution uses one – (see Contract/Enrollment Agreement Checklist below APPENDIX B)

During the 2021 legislative session, there were changes made to the statutory refund policy required by the Private Career School Act refund. Our office has created the following language from the required refund policies for your institution's inclusion into your catalog, and if applicable, contract or enrollment agreement. You are permitted to use the following refund policies in lieu of statutory language. You only need to publish the policies that are applicable to the programs your institution offers.

Refund policy for Programs greater than 40 hours **with a written contract or enrollment agreement**

For the purposes of this section, "student" means the party to the contract, whether the party is the student, the student's parent or guardian, or other person on behalf of the student.

If your application is rejected, you will receive a full refund of all tuition, fees, and other charges. You will be entitled to a full refund of tuition, fees, and other charges if you give notice that you are canceling your contract within 5 business days after the contract or enrollment agreement is considered effective. A contract or enrollment agreement will be presumed to be effective on the date that the school notifies you that you have been accepted into the school, and you have signed the contract or enrollment agreement. If the notification of acceptance into the school is sent by mail, then the effective day of being accepted is the postmark on the acceptance letter.

This five-day refund policy applies regardless of when the program starts. If you give notice more than 5 days after you signed the contract, but before the start of the program (or first lesson for an online distance education program), you will receive a refund of all tuition, fees, and other charges minus 15%, up to \$50, of the total cost of the program. If you withdraw after the start of your program and it has been more than 5 days after you signed the contract, you will receive a pro-rated refund of the entire cost of your program based on your last day of attendance. You will be provided with a prorated

tuition, fees, and other charges refund minus your initial application fees, up to \$50, and minus the less or 25% of the total tuition or \$100. Proration is based on whether your program is term-based or clock hours, and how much of the program you have completed.

If your program is term-based, the completion rate is the number of calendar days from the first date of the program through your last documented date of attendance divided by the length of the program. The completion rate is calculated to the second decimal point (.XX). If your program is clock-hour based, the completion rate is the number of clock hours you actually attended divided by the number of clock hours in the program. The completion rate is calculated to the second decimal point (.XX). If you withdraw from your program after 75.00% of the program has been completed, you are not entitled to a refund of tuition, fees, and other charges.

You will receive written notice acknowledging your withdrawal request within 10 business days after receipt of the notice, and you will receive a refund of any tuition, fees, and other charges within 30 business days of receipt of your withdrawal. Any mailed notice is effective as of the date of the postmark if sent by mail, or the day it has been hand-delivered to the school. Notice to withdraw may also be given by email or verbally, including a voicemail, to a school official (defined by the school's Student Right to Cancel policy). [insert school's policy on who is a school official]. If you do not withdraw in writing or contact the school about your absence and you have not attended your program or contacted the school about your absence for 14 consecutive days, you will be considered to have withdrawn from the school as of your last date of attendance. Your school is responsible for sending you a written notice of cancellation if you are withdrawn for failing to attend to your last known address. The confirmation from the school must state that the school has withdrawn your enrollment.

Schools must include this clause if your school's student catalog, contract, or enrollment agreement includes a separate statement on the fair market retail price of the equipment and any of the equipment can be reasonably resold: "You may be entitled to a refund of your equipment and supplies if you return them within 10 days of withdrawing, provided they are in a condition suitable for resale. If you do not return your equipment and supplies, or if they are not in a condition suitable for resale, this cost will be deducted from your tuition, fees, and other charges when calculating refunds."

Refund policy for programs greater than 40 hours **without** a written contract or enrollment agreement

For the purposes of this section, if there is no contract, student means the party who has been accepted into the course or program.

If your application is rejected, you will receive a full refund of all tuition, fees, and other charges. You will be entitled to a full refund of tuition, fees, and other charges if you give notice that you are canceling your enrollment within 5 days of being accepted into the school or program.

This five-day refund policy applies regardless of when the program starts. If you give notice more than 5 days after being accepted into the program, but before the start of the program (or first lesson for an online distance education program), you will receive a refund of all tuition, fees, and other charges minus 15%, up to \$50, of the total cost of the program.

If you withdraw after the start of your program and it has been more than 5 days after you were accepted into your program, you will receive a prorated refund of the entire cost of your program based on your last day of attendance. You will be provided with a prorated tuition, fees, and other charges refund minus your initial application fees, up to \$50, and minus the less or 25% of the total tuition or \$100. Proration is based on whether your program is term-based or clock hours, and how much of the program you have completed.

If your program is term-based, the completion rate is the number of calendar days from the first date of the program through your last documented date of attendance divided by the length of the program. The completion rate is calculated to the second decimal point (.XX).

If your program is clock-hour based, the completion rate is the number of clock hours you attended divided by the number of clock hours in the program. The completion rate is calculated to the second decimal point (.XX)

If you withdraw from your program after 75.00% of the program has been completed, you are not entitled to a refund of tuition, fees, and other charges.

You will receive written notice acknowledging your withdrawal request within 10 business days after receipt of the notice, and you will receive a refund of any tuition, fees, and other charges within 30 business days of receipt of your withdrawal. Any mailed notice is effective on the date of the postmark if sent by mail, or on the day it is hand-delivered to the school. Notice to withdraw may also be given by email or verbally, including a voicemail, to a school official (defined by the school's Student Right to Cancel policy). [insert school's policy who is a school official].

If you do not withdraw in writing or contact the school about your absence, and you have not attended your program or contacted the school about your absence for 14 consecutive days, you will be considered to have withdrawn from the school as of your last date of attendance. Your school is responsible for sending you a written notice of cancellation if you are withdrawn for failing to attend to your last known address. The confirmation from the school must state that the school has withdrawn you from enrollment.

Schools must include this clause if your school's student catalog, contract, or enrollment agreement includes a separate statement on the fair market retail price of the equipment and any of the equipment can be reasonably resold: "You may be entitled to a refund of your equipment and supplies if you return them within 10 days of withdrawing, provided they are in a condition suitable for resale. If you do not return your equipment and supplies, or if they are not in a condition suitable for resale, this cost will be deducted from your tuition, fees, and other charges when calculating refunds."

Contract/Enrollment Agreement

For Institutions using a Contract or Enrollment Agreement

A contract or enrollment agreement used by a private career school must include at least the following: 136A.826; Subd. 2.:

- (1) the name and address of the private career school, clearly stated;
- (2) a clear and conspicuous disclosure that the agreement is a legally binding instrument upon written acceptance of the student by the private career school unless canceled under section [136A.827](#);
- (3) the private career school's cancellation and refund policy that shall be clearly and conspicuously entitled "Buyer's Right to Cancel";
- (4) a clear statement of total cost of the program including tuition and all other charges;
- (5) the name and description of the program, including the number of hours or credits of classroom instruction, or distance instruction, that shall be included; and
- (6) a clear and conspicuous explanation of the form and means of notice the student should use in the event the student elects to cancel the contract or sale, the effective date of cancellation, and the name and address, email address, or phone number of the seller to which the notice should be sent or delivered.

The contract or enrollment agreement must not include a wage assignment provision or a confession of judgment clause.

Required Disclosure Statement: MN STATUTE 136A.828 Subd. 1. A school, agent, or solicitor may represent in advertisements and shall disclose in catalogs, applications, and enrollment materials that the school is duly licensed by the state by prominently displaying the following statement:

"(Name of School) is licensed as a private career school with the Minnesota Office of Higher Education pursuant to Minnesota Statutes, sections 136A.821 to 136A.832. Licensure is not an endorsement of the institution. Credits earned at the institution may not transfer to all other institutions."

Subd. 3. Contract copies:

Immediately upon signing of the enrollment agreement or the contract by a prospective student, the private career school or agent shall furnish to the prospective student an exact duplicate copy of the enrollment agreement or contract.

Job Placement Data

NOTE: This only relates to institutions who are renewing a license with us and that offer a formal Job Placement Program

Institutions renewing a license with our office that offer a formal Job Placement Program must provide our office the following:

MN Statute 136A.822; Subd. 11. Placement records.

- (a) Before a license is reissued to a private career school that offers, advertises or implies a placement service, the private career school shall file with the office for the past year and thereafter at reasonable intervals determined by the office, a certified copy of the private career school's placement record, containing a list of graduates, a description of their jobs, names of their employers, and other information as the office may prescribe.

PRIVATE SCHOOL BOND

Bond Number: _____

Name(s) of Principal(s)

an individual doing business as _____

partners doing business as _____

a corporation _____

of _____, as principal(s), (Street) (City)
(State) (Zip Code)and _____, of _____
Name of Surety Company (Street) (City) (State) (Zip Code)

as surety, are held and firmly bound in the sum of _____ dollars (\$_____) unto the state of Minnesota, and unto any person who may have a cause of action for a breach of contract, in accordance with Minnesota Statutes §136A.822. For the payment of this well and truly to be made, we jointly and severally bind ourselves, and each of our heirs, executors, administrators, representatives, successors, and assigns, firmly by these presents.

The condition of this obligation is such that whereas the principal(s) is (are) conducting, or is (are) about to conduct, a private school under the provisions of Minnesota Statutes §136A.822.

NOW THEREFORE, if the principal(s) shall faithfully perform all contracts and agreements with students made by the principal(s) or its (their) agents or solicitors, and shall pay to the State and to such persons, if any, as may sustain injury in consequence of any breach of any such contract or agreement, then this obligation shall be void, but otherwise it shall remain in full force and effect.

Signed and Sealed with our Seals and dated this _____ day of _____, 20_____.

Principal

Principal

Principal

Corporate Principal

President

Secretary

Surety Company

Attorney-in-Fact

Countersigned by Resident Agent

Address of Resident Agent

(Continued on Next Page)

ACKNOWLEDGEMENT OF INDIVIDUAL OR PARTNERSHIP PRINCIPAL(S)

State of _____)

ss.

County of _____)

On this _____ day of _____, 20____, before me appeared _____
and _____ to me personally known, who before me did swear
that (s)he/they is (are) the principal(s) in the foregoing bond and acknowledged that (s)he/they executed the same as
his/her/their free act and deed.

(Seal)

Notary Public

County, _____

My commission expires _____

ACKNOWLEDGEMENT OF CORPORATE PRINCIPAL

State of _____)

ss.

County of _____)

On this _____ day of _____, 20____, before me appeared _____
_____ and _____ to me personally known, who being by me duly sworn
did say that they are the president and the secretary, respectively, of the corporate principal in the foregoing bond; that the
seal affixed thereto is the corporate seal of the corporation, and that said bond was executed in behalf of the corporation by
authority of its board of directors, and they acknowledged said instrument to be the free act and deed of the corporation.

(Seal)

Notary Public

County, _____

My commission expires _____

ACKNOWLEDGEMENT OF SURETY

State of _____)

ss.

County of _____)

On this _____ day of _____, 20____, before me appeared _____
_____, to me personally known, who being by me duly sworn
did say that (s)he is the attorney-in-fact of the corporate surety in the foregoing bond, that the seal affixed thereto is the
corporate seal of the corporation, and that said bond was executed on behalf of the corporation by authority of its board of
directors, and (s)he acknowledged said instrument to be the free act and deed of the corporation.

(Seal)

Notary Public

County, _____

My commission expires _____

Attach Power of Attorney and Copy of Resolution for Agent Named Above.

APPLICATION FOR SOLICITOR'S PERMIT

Mail to: Office of Higher Education
 Private Career School Licensure
 1450 Energy Park Dr., Suite 350 St.
 Paul, MN 55108

GENERAL INFORMATION AND INSTRUCTIONS: Any person seeking a permit to solicit students who are residents of the state of Minnesota for purposes of enrolling in private career schools must obtain a solicitor's permit pursuant to the requirements of Minnesota Statutes 136A.822. The completed application, a continuous surety bond in the amount of \$2,000 and a nonrefundable permit fee of \$500 (check payable to the State of Minnesota/OHE must be submitted to the above address. Permits expire one year from date of issuance. Solicitation is prohibited until the solicitor's permit has been received by the applicant's institution.

APPLICANT INFORMATION	
Name of Solicitor (Last, First, Middle)	
Home Address (Street/P.O. Box, City, State, Zip Code)	Telephone Number

IDENTIFICATION OF SCHOOL(S)		
Identify the location for which you are applying for permit. Attach an addendum sheet if you wish to represent more than three locations with the same school. NOTE: A separate permit application must be made for each school which is under the same common ownership.		
Location 1	School Name	Telephone Number
	Address (Street/P.O. Box, City, State, Zip Code)	
Location 2	School Name	Telephone Number
	Address (Street/P.O. Box, City, State, Zip Code)	
Location 3	School Name	Telephone Number
	Address (Street/P.O. Box, City, State, Zip Code)	

(Continued on next page)

EACH AFFIDAVIT MUST BE PROPERLY SIGNED AND NOTARIZED

AFFIDAVIT OF SOLICITOR

STATE OF: _____

COUNTY OF: _____

_____, being duly sworn deposes and says that (s)he is the
Name (print or type)

_____ of _____
Title of Position Held Name of School Location

respecting which the foregoing application for a solicitor's permit is made; that (s)he has read the foregoing application; and that the statements therein are true to the best of his (her) knowledge, information, and belief; and that (s)he has been furnished a copy, has read and has knowledge of the provisions of Minnesota Statutes, Chapter 136A.822.

Subscribed and sworn to before me this

Signature of Solicitor

_____ day of _____, 20_____.

Notary Public

County, _____

(SEAL)

My Commission Expires: _____

AFFIDAVIT OF SCHOOL OFFICIAL

STATE OF: _____

COUNTY OF: _____

_____, being duly sworn deposes and says that (s)he is the
Name of School Official (print or type)

_____ of _____
Position Held Name of School

and that the applicant solicitor named in this application has been furnished a copy, has read, and has knowledge of the provisions of Minnesota Statutes, Chapter 136A.822.

Subscribed and sworn to before me this

Signature of School Official

_____ day of _____, 20_____.

Notary Public

County, _____

(SEAL)

My Commission Expires: _____

BLANKET PRIVATE CAREER SCHOOL SOLICITOR'S BOND

Bond Number: _____

Name(s) of Principal(s)

an individual doing business as _____

partners doing business as _____ a

corporation _____

of _____, as

principal(s), (Street) (City) (State) (Zip Code)

and _____, of _____

Name of Surety Company (Street) (City) (State) (Zip Code)

as surety, are held and firmly bound in the sum of _____ dollars (\$ _____) unto the state of Minnesota, and unto any person who may have a cause of action for a breach of contract, in accordance with Minnesota Statutes

§136A.822. For the payment of this well and truly to be made, we jointly and severally bind ourselves, and each of our heirs, executors, administrators, representatives, successors and assigns, firmly by these presents.

The condition of this obligation is such that whereas the principal(s) is (are) conducting, or is (are) about to conduct, a private school under the provisions of Minnesota Statutes §136A.822, and whereas the principal(s) may at its (their) option, file a blanket surety bond of said solicitor's.

NOW THEREFORE, if the principal(s) shall faithfully perform all contracts and agreements with students made by the principal(s) or its (their) agents or solicitors, and shall pay to the State and to such persons, if any, as may sustain injury in consequence of any breach of any such contract or agreement, then this obligation shall be void, but otherwise it shall remain in full force and effect.

The liability of the surety of this bond shall not exceed two thousand dollars (\$2,000) for any one solicitor, and shall be the sum total of any and all recoveries hereunder not to exceed _____ dollars (\$ _____).

Signed and Sealed with our Seals and dated this _____ day of _____, 20____.

Principal

Corporate Principal

Principal

President

Principal

Secretary

Surety Company

Attorney-in-Fact

Countersigned by Resident Agent

Address of Resident Agent

ACKNOWLEDGEMENT OF INDIVIDUAL OR PARTNERSHIP PRINCIPAL(S)

State of _____)

ss.

County of _____)

On this _____ day of _____, 20____, before me appeared _____
and _____ to me personally known, who before me did swear that
(s)he/they is (are) the principal(s) in the foregoing bond and acknowledged that (s)he/they executed the same as his/her/their free
act and deed.

(Seal)

Notary Public

County, _____

My commission expires _____

ACKNOWLEDGEMENT OF CORPORATE PRINCIPAL

State of _____)

ss.

County of _____)

On this _____ day of _____, 20____, before me appeared _____
_____ and _____ to me personally known, who being by me duly sworn
did say that they are the president and the secretary, respectively, of the corporate principal in the foregoing bond; that the
seal affixed thereto is the corporate seal of the corporation, and that said bond was executed in behalf of the corporation by
authority of its board of directors, and they acknowledged said instrument to be the free act and deed of the corporation.

(Seal)

Notary Public

County, _____

My commission expires _____

ACKNOWLEDGEMENT OF SURETY

State of _____)

ss.

County of _____)

On this _____ day of _____, 20____, before me appeared _____
_____, to me personally known, who being by me duly sworn did
say that (s)he is the attorney-in-fact of the corporate surety in the foregoing bond, that the seal affixed thereto is the corporate
seal of the corporation, and that said bond was executed on behalf of the corporation by authority of its board of directors, and
(s)he acknowledged said instrument to be the free act and deed of the corporation.

(Seal)

Notary Public

County, _____

My commission expires _____

Attach Power of Attorney and Copy of Resolution for Agent Named Above.

NEW INSTRUCTOR FORM

Institutions licensed pursuant to Minnesota Statutes §136A.822 are required to inform the Office of Higher Education within 30 days of certain changes. One of those changes is the hiring of new instructors. This means that a school must inform this office of all new instructors within 30 days of the hire.

Please make copies of this form so that you can submit it as necessary throughout the year. Provide the office with each new instructor's name, the academic degrees earned, or applicable education and work experience as specified in statute. Also, provide a list of the course or courses for which the person will be responsible.

Institution: _____

Instructor's Name: _____ Date Hired: ____/____/____

Qualifications:

Education:

Experience:

Course(s) to be taught:

LICENSED INSTITUTIONS

PROCESS & CRITERIA FOR NEW PROGRAM APPROVAL

A. Criteria

Minn. Rules 4880.1700 subp. 4: A program is a course or a grouping of courses that is advertised or listed in the school's catalog, brochures, electronic display, or other publications, or for which the school grants a diploma, certificate, or other formal recognition that does not confer a degree. A program is the same as a "course of instruction." For each program, the school must provide the following information:

B. Information required:

- (1) Title of program and type of diploma/certificate awarded on completion
- (2) Geographic location
- (3) Proposed implementation date
- (4) Length of program in quarter or semester credits, lessons, or clock hours
- (5) Number of graduates expected annually
- (6) Curriculum required to complete the program. Outline of each course including course objectives, subjects or units in the course, type of work or skill to be learned, and approximate time, hours, or credits to be spent on each subject or unit
- (7) Data that supports employment opportunities for graduates
- (8) Physical resources needed, including equipment currently available for program instruction
- (9) Information services needed, including libraries
- (10) Academic and administrative mechanisms planned for monitoring the quality of the program
- (11) Documentation of availability of clinical, internship, practicum, or externship sites, if applicable

MULTIPLE LOCATION ADDENDUM**Fee: \$500 per site**

Minnesota Statutes §136A.822 requires that an addendum be completed for each location other than the principal site.

IDENTIFICATION INFORMATION			
Name of School*	School Phone Number	Date of this Application	
School Address	City	State	Zip Code
Name of Administrative Director of School	Primary Contact Number	Email	
Mailing Address	City	State	Zip Code
Business Ownership Name			

LOCATION OF ADDITIONAL SITE			
Name of School		Telephone Number	
School Address	City	State	Zip Code

REQUIRED ATTACHMENTS

- A. CATALOG.** Submit if different from primary site.
- B. INSTRUCTORS.** List their name, the subjects they will be teaching, and their qualifications.
- C. EQUIPMENT.** For each program offered, provide a list of the tools and equipment available for instruction.
- D. ENROLLMENT.** Provide the current enrollment for each program and the maximum enrollment that can be accommodated with present staff, equipment and facilities.

STUDENT RECORDS PROTECTION PLAN

(In the Event of Institutional Closure)

*** Please note that if your institution has a Student Record Protection Plan on file with OHE that was signed after 01/01/21 you **are not required to submit this form** for re-licensure at this point. OHE does reserve the right to require this form to be completed as part of licensure renewal.

The Private Career School Act (Minnesota Statutes §136A.822) requires that all licensed institutions provide to the Minnesota Office of Higher Education an agreement between the licensed institution and another organization acceptable to OHE, to maintain and make accessible official copies of the student records of the licensed institution should it cease operation. This form is to be filled out by the organization which agrees to hold student records in the event of institutional closure.

_____ agrees to hold the student records of
(Name of Organization to Receive the Records)

_____ for at least 50 years should the
(Name of Licensed Institution)

_____ cease to exist, and agrees to maintain
(Name of Licensed Institution)

and provide official copies of these records. _____
(Organization to Receive Student Records)

further agrees to inform the Minnesota Office of Higher Education in writing at the address below in the event of its inability to continue to execute this agreement.

(Name and Address of Organization to Receive the Records)

(Name)

(Title)

(Signature)

Subscribed and sworn to this _____ day of _____, 20____.

Notary (Signature and Seal)

(SEAL)

Please return this completed form to:

Minnesota Office of Higher Education, 1450 Energy Park Drive, Suite 350, St. Paul, MN 55108 - ATTN: Private Career School Licensure

PRIVATE CAREER SCHOOL STUDENT RECORDS BOND

Bond Number: _____

Name(s) of Principal(s)

an individual doing business as _____

partners doing business as _____

a corporation _____

of _____, as principal(s),
(Street) (City) (State) (Zip Code)and _____, of _____
Name of Surety Company (Street) (City) (State) (Zip Code)as surety, are held and firmly bound in the sum of _____ dollars (\$_____) unto the state
preserving student records after _____ shall cease to exist.
principal(s)

For the payment of this well and truly to be made, we jointly and severally bind ourselves, and each of our heirs, executors, administrators, representatives, successors and assigns, firmly by these presents.

The condition of this obligation is such that whereas the principal(s) is (are) conducting, or is (are) about to conduct, a private school under the provisions of Minnesota Statutes, Chapter 136A.822 Subd. 4.

NOW THEREFORE, if the principal(s) remain in operation, then this obligation shall be void, but otherwise it shall remain in full force and effect

Signed and Sealed with our Seals and dated this _____ day of _____, 20_____.

Principal_____
Corporate Principal_____
Principal_____
President_____
Principal_____
Secretary_____
Surety Company_____
Attorney-in-Fact_____
Countersigned by Resident Agent_____
Address of Resident Agent**Continued on next page**

ACKNOWLEDGEMENT OF INDIVIDUAL OR PARTNERSHIP PRINCIPAL(S)

State of _____)

ss.

County of _____)

On this _____ day of _____, 20____, before me appeared _____
and _____ to me personally known, who before me did swear
that (s)he/they is (are) the principal(s) in the foregoing bond and acknowledged that (s)he/they executed the same as
his/her/their free act and deed.

(Seal)

Notary Public

County, _____

My commission expires _____

ACKNOWLEDGEMENT OF CORPORATE PRINCIPAL

State of _____)

ss.

County of _____)

On this _____ day of _____, 20____, before me appeared _____
and _____ to me personally known, who being by me duly sworn
did say that they are the president and the secretary, respectively, of the corporate principal in the foregoing bond; that the
seal affixed thereto is the corporate seal of the corporation, and that said bond was executed in behalf of the corporation by
authority of its board of directors, and they acknowledged said instrument to be the free act and deed of the corporation.

(Seal)

Notary Public

County, _____

My commission expires _____

ACKNOWLEDGEMENT OF SURETY

State of _____)

ss.

County of _____)

On this _____ day of _____, 20____, before me appeared _____
_____, to me personally known, who being by me duly sworn
did say that (s)he is the attorney-in-fact of the corporate surety in the foregoing bond, that the seal affixed thereto is the
corporate seal of the corporation, and that said bond was executed on behalf of the corporation by authority of its board of
directors, and (s)he acknowledged said instrument to be the free act and deed of the corporation.

(Seal)

Notary Public

County, _____

My commission expires _____

Attach Power of Attorney and Copy of Resolution for Agent Named Above.

NET STUDENT REVENUE STATEMENT

(School Name)

License applications must include Net Student Revenue earned in the preceding year from student tuition, fees, and other required institutional charges as described in M.S. Chapter 136A.822, Subd. 6 (b)(1).

Net Student Revenue: Total gross revenues generated from only educational activities (e.g. tuition, fees, kits, books and supplies, housing and meal plans if billed through a student account system, etc.) less amounts representing reduction of those gross revenues due to student withdrawals during a program which required refund calculations. A school may also subtract from the total gross revenues from educational activities any grant/scholarship provided by the school in the form of an unfunded tuition discount (e.g. military discount, etc.).

The amount of the surety bond shall be ten percent of the preceding year's net student revenue, fees, and other required institutional charges collected, but in no event less than \$10,000, except that a school may deposit a greater amount at its own discretion. A school that operates at two or more locations may combine net student tuition, fees, and other required institutional charges for all locations for the purpose of determining the annual surety bond requirement.

A school in each annual application for licensure must compute the amount of the surety bond and verify that the amount of the surety bond complies with this subdivision. In lieu of bond, the applicant may deposit with the commissioner of management and budget a sum equal to the amount of the required surety bond in cash, an irrevocable letter of credit issued by a financial institution equal to the amount of the required surety bond, or securities as may be legally purchased by savings banks or for trust funds in an aggregate market value equal to the amount of the required surety bond. (M.S. Chapter 136A.822, Subd. 6 (d))

NOTE TO OUT OF STATE LICENSED SCHOOLS. Licensed schools that are based in other states should provide only their Net Student Revenue for Minnesota Students.

Please identify the 12-month period used to determine the school's net tuition income:

_____ to _____
month / day / year month / day / year

TOTAL NET STUDENT REVENUE

\$ _____

Organizational Framework (insert below)

[illegible]

WORKERS' COMPENSATION INSURANCE VERIFICATION

Minnesota Statutes 176.182 requires as a condition to issue or renew a license or permit, that a business in Minnesota must present evidence of compliance with the workers' compensation insurance coverage requirements of Minnesota Statutes 176.181, subdivision 2 by providing, to the agency issuing such license or permit, the name of the insurance company, the policy number, and the dates of coverage or the permit to self-insure.

Please provide the requested information or indicate that the school has no employees required to be covered by workers' compensation insurance in the spaces provided.

No Workers' Compensation Insurance Coverage:

_____ has no employees and is therefore exempt from the requirements of Minnesota Statutes 176.181, Subd. 2. to obtain workers' compensation insurance coverage.

School Name

Signature of School Officer/Official

Workers' Compensation Insurance Coverage Information:

Insurance Company Name: _____
(Company name, not agency name)

Insurance Policy Number: _____

Insurance Coverage Dates: _____ to _____

School Name

Signature of School Officer/Official