

APPLICATION PACKET

***Full Review & 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:

***New School License Fee***

<b><i>Schools that will offer no more than one program its first year</i></b>	<b>\$2,500</b>
<b><i>Schools that will offer more than one program its first year</i></b>	<b>\$2,500</b>
	<b>+</b>
	<b>\$500</b>
	<b>(per additional program)</b>

***School License Renewal Fee for category (A) schools***

<b><i>Schools Offering One Program</i></b>	<b>\$1,150</b>
<b><i>Schools Offering Two or More Programs</i></b>	<b>\$1,150</b>
	<b>+</b>
	<b>\$200</b>
	<b>(per additional program – with max. annual licensing fee of \$2,000)</b>

***Solicitor Permit Fee – Per Solicitor*** **\$ 350.00**

***Multiple Location(s) – Location(s) 2-5*** **\$250.00 per site**  
***Location(s) 6 or more*** **\$100.00 per site**

Submit completed application for license and appropriate fee along with required materials to:

***Office of Higher Education  
1450 Energy Park Dr. Ste. #350  
St. Paul, MN 55108  
(north entrance elev. to 3<sup>rd</sup> floor)***

Questions contact (651) 259-3976



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)

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:

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 has been no administrative, civil or criminal proceeding 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 and content 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 the infrastructure and resources necessary to support effective teaching and learning such as technological infrastructure, scientific laboratories, libraries, performance spaces, clinical practice sites, museum collections, as appropriate to the school's offerings

I agree

The school conforms to commonly accepted minimum program lengths for their 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 prepares students for advanced study or employment

I agree

If the school uses a written contract or enrollment agreement, the school provides a prospective student 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 judgement 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

I agree

### 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 (s)he is the  
(Name - print or type)

\_\_\_\_\_ of \_\_\_\_\_  
(Title of Position Held) (Name of School)

respecting which the foregoing application for license is made; that (s)he has read the foregoing application; and that the statements therein made are true to the best of his/her knowledge, information and belief.

\_\_\_\_\_  
(Signature)

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
(Notary Public)

County \_\_\_\_\_ State \_\_\_\_\_

## **CHECKLIST OF REQUIRED DOCUMENTS**

*(Minn. Stat. 136A.82 – 136A.834 requires that the information below be furnished)*

- \_\_\_\_\_ **A. APPLICATION FEE.** The new school license fee is \$2,500 for schools that will offer one program its first year, or \$2,500 + \$500 for each additional program, for schools that will offer more than one programs its first year. The school license renewal fee is \$1,150 for schools offering one program or \$1,150 + \$200 for each additional program with a maximum of \$2,000 for schools offering two or more programs.
- \_\_\_\_\_ **B. FINANCIAL.** Submit a current balance sheet, income statement, and adequate supporting documentation by an independent public accountant or certified public accountant, including a review level engagement. Our office also has the right to require audited financial statements if deemed necessary. New applicants should also include a projected income statement for two years of operation as well as 2 years tax returns for anyone involved in ownership.
- \_\_\_\_\_ **C. 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, Office of the Secretary of State Notice of Registered Agent.** (see [www.sos.state.mn.us](http://www.sos.state.mn.us) )
- \_\_\_\_\_ **D. 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.
- \_\_\_\_\_ **E. CATALOG.** Submit the current school catalog. (*Refer to Appendix A*)
- \_\_\_\_\_ **F. EQUIPMENT.** Provide a list of tools and equipment available for instruction.
- \_\_\_\_\_ **G. INSPECTION REPORTS.** Attach copies of inspection reports issued by local and state regulating agencies indicating that the premises and conditions under which students work and study at the school are sanitary and safe. An example of a form used by the city of Minneapolis is included. A Certificate of Occupancy will also satisfy this requirement.
- \_\_\_\_\_ **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.** (*Refer to Appendix B*)
- \_\_\_\_\_ **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 initial license. (*Refer to Appendices C and D*)
- \_\_\_\_\_ **J. BONDS.** **Surety bonds shall be in the amount of 10% of the preceeding year's Net Student Revenue with a minimum amount of \$10,000, as specified in M.S. Chp. 136A.822, Subd. 6 Such bonds shall run to the State of Minnesota/OHE.** (*Refer to Appendix E*)
- \_\_\_\_\_ **K. SOLICITORS.** A Solicitor Permit costs \$350. The bond amount for each solicitor is (\$2,000/solicitor). An application for Solicitor's Permit must be submitted yearly along with permit fee (*Refer to Appendices F and G*).
- \_\_\_\_\_ **L. INSTRUCTORS.** Provide the office with each instructors name and academic degrees earned or applicable education and experience and indicate which course(s) each instructor teaches. Instructors are required to have either a baccalaureate degree in the field they are teaching or three years work experience in the field they are teaching. (*Refer to Appendix 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. (*Refer to Appendix J*)
- \_\_\_\_\_ **N. MULTIPLE LOCATION ADDENDUM.** Institutions operating more than one location must submit a Multiple Location Addendum for each location, along with supporting documentation and fee. (*Refer to Appendix K*)
- \_\_\_\_\_ **O. STUDENT RECORDS.** \*\*\* Note: If your institution has a Record Plan on file with OHE that was signed after 01/01/12 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) copy of student records held in a secure depository; (b) an official designated to provide copies of records to students upon request; and (c) 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 – Irrevocable Letter of Credit not to exceed \$20,000 must be filed with the office. (*Refer to Appendices L-1 or L-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 (*please see Appendix M for calculation*). If this is your first license application submission this requirement is not necessary. (*Refer to Appendix M*)
- \_\_\_\_\_ **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 offered, provide the current enrollment. Also provide the maximum enrollment that you can accommodate with your present staff, equipment and facilities. (*Refer to Appendix N*)
- \_\_\_\_\_ **S. WORKERS COMPENSATION.** Provide Workers Compensation insurance information. (*Refer to Appendix O*)

**CATALOG CHECKLIST**

*Minnesota Statutes Section 136A.822 and 136A.827 - 136A.828 require the following information*

- Identifying data, such as volume and date. *(136A.822 Subd. 10 (1))*
- School name and address. *(136A.822 Subd. 10 (2))*
- School governing body and officials. *(136A.822 Subd. 10 (2))*
- Calendar of the school year showing legal holidays and beginning and ending dates of classes. *(136A.822 Subd. 10 (3))*
- Enrollment dates and entrance requirements for each course. *(136A.822 Subd. 10 (4))*
- Attendance policies: leave, absences, class cuts, make-up work, tardiness, unsatisfactory attendance. *(136A.822 Subd. 10 (5))*
- Grading policies: grading system, standards of progress for minimum grades, probation, re-enrollments. *(136A.822 Subd. 10 (6))*
- Conduct: policies and dismissal procedures. *(136A.822 Subd. 10 (7))*
- Detailed schedule of all fees: tuition, books, supplies, tools, activities, lab fees, service charges, and other charges. *(136A.822 Subd. 10 (8))*
- Facilities & Equipment. *(136A.822 Subd. 10 (10))*
- Course outline: course objectives, subject or units in each course, type of work or skill to be learned, time or clock hours, lecture or lab-time. *(136A.822 Subd. 10 (11))*
- Previous credit: transfer credit, work/life experience credit. *(136A.822 Subd. 10 (12))*
- Complaint procedure: a procedure to investigate and resolve student complaints *(136A.822 Subd. 10 (14))*
- OHE name and address: the full name of the Minnesota Office of Higher Education and its current address. *(136A.822 Subd. 10 (15))*
- Required Disclosure Statement: MN STATUTE 136A.828 Subd. 1. A school, agent, or solicitor may represent in advertisements and *shall disclose* in catalogues, 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."*

(CONTINUED)

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 last legislative session, there were some statutory changes made to the required Private Career School refund policy. 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 the statutory language. You only need to publish the policies that are applicable to your programs and your institution (See A, B and C on next page).

#### **A. Refund policy for Programs that are 40 hours or less**

If your application is rejected, you will receive a full refund of all tuition, fees, and other charges. If your program is 40 hours or less and you withdrew from your program, your refund will be pro-rated by the number of hours attended and the length of the program. To receive a full refund of tuition, fees, and other charges, you must withdraw from your program before the scheduled start day of the program. You will receive written notice acknowledging your withdraw 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. Written notice is effective of the date of the postmark if sent by mail or the day it has been hand-delivered to the institution.

Institutions must include this clause if your institution's student catalog, contract, or enrollment agreement includes a separate statement on the fair market of the equipment and any of the equipment can be reasonably resold: *“You may be entitled to a refund of your equipment and supplies costs if you return your equipment and supplies within 10 days of withdrawing if your supplies in a condition suitable for resale. If you do not return your equipment and supplies or the supplies are not in a condition suitable for resale, this cost will be deducted from your tuition, fee, and other charge refund that you may be eligible for.”*

#### **B. Refund policy for programs greater than 40 hours with a written contract or enrollment agreement**

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 cancelling your contract within five business days after the contract or enrollment agreement is considered effective. A contract or enrollment agreement will be presumed to effective on the date of that the institution notifies you that you have been accepted into the institution and you have signed the contract or enrollment agreement. If the notification of acceptance into the institution 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 five 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. You will be provided a prorated tuition, fees, and other charges refund minus a 25% fee, up to \$100 administrative if you give notice of your withdrawal after your program has begun, but before 75% program has completed. If you withdraw from your program after 75% of the program has completed, you are not entitled to a refund of tuition, fees, and other charges.

(CONTINUED)

You will receive written notice acknowledging your withdraw 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. Written notice is effective of the date of the postmark if sent by mail or the day it has been hand-delivered to the institution. If you do not withdraw in writing or contact the institution about your absence, and you have not attended your program for 21 consecutive days, you will be considered to have withdrawn from the school as of your last date of attendance.

Institutions must include this clause if your institution's student catalog, contract, or enrollment agreement includes a separate statement on the fair market of the equipment and any of the equipment can be reasonably resold: *“You may be entitled to a refund of your equipment and supplies costs if you return your equipment and supplies within 10 days of withdrawing if your supplies in a condition suitable for resale. If you do not return your equipment and supplies or the supplies are not in a condition suitable for resale, this cost will be deducted from your tuition, fee, and other charge refund that you may be eligible for.”*

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

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 cancelling your enrollment within five 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 five days after you have been accepted into the school or 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. You will be provided a prorated tuition, fees, and other charges refund minus a 25%, up to \$100 administrative if you give notice of your withdrawal after your program has begun, but before 75% program has completed. If you withdraw from your program after 75% of the program has completed, you are not entitled to a refund of tuition, fees, and other charges.

You will receive written notice acknowledging your withdraw 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. Written notice is effective of the date of the postmark if sent by mail or the day it has been hand-delivered to the institution. If you do not withdraw in writing or contact the institution about your absence, and you have not attended your program for 21 consecutive days, you will be considered to have withdrawn from the school as of your last date of attendance.

Institutions must include this clause if your institution's student catalog, contract, or enrollment agreement includes a separate statement on the fair market of the equipment and any of the equipment can be reasonably resold: *“You may be entitled to a refund of your equipment and supplies costs if you return your equipment and supplies within 10 days of withdrawing if your supplies in a condition suitable for resale. If you do not return your equipment and supplies or the supplies are not in a condition suitable for resale, this cost will be deducted from your tuition, fee, and other charge refund that you may be eligible for.”*



**CONTRACT OR ENROLLMENT AGREEMENT CHECKLIST***(Minn. Stat. 136A.826 requires the following information)*

- Name and address of the school. *(136A.826 Subd. 2 (1))*
- Clear and conspicuous disclosure that agreement is a legally binding instrument upon written acceptance of the student unless cancelled under section 136A.827  
*(136A.826 Subd. 2 (2))*
- Refund/cancellation policy: must be entitled "Buyer's Right to Cancel".  
*(136A.826 Subd. 2 (3))*
- Refund Policy - \*\*\* *As referenced above in APPENDIX A.* *(136A.826 Subd. 2 (3))*
- The total cost of program including tuition and all other charges shall be clearly stated.  
*(136A.826 Subd. 2 (4))*
- Name and description of program including number of hours of class room instruction and/or number of distance education lessons. *(136A.826 Subd. 2 (5))*
- Clear and conspicuous form and means for student to cancel, effective date of cancellation, and name/address to which the notice should be sent. (See "Sample" notice of cancellation)  
*(136A.826 Subd. 2 (6))*
- Required Disclosure Statement: MN STATUTE 136A.828 Subd. 1. A school, agent, or solicitor may represent in advertisements and *shall disclose* in catalogues, 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."*
- Contract/Enrollment Agreement ***does not contain a wage assignment provision or a confession of judgment clause.*** *(136A.826 Subd. 3)*
- An exact copy of the signed Contract/Enrollment Agreement is provided to the student upon execution.  
*(136A.826 Subd. 3)*

**NOTICE OF CANCELLATION**

What is the program you want to cancel? \_\_\_\_\_

When did you sign up for this program \_\_\_\_\_

If you no longer want to take this program you may cancel it by sending a signed and dated copy of this or any similar cancellation notice to:

\_\_\_\_\_  
(School Name and Address)

**Not later than midnight of the fifth business day following the post-marked date of the schools letter of acceptance. If you cancel, any payments made by you under the contract or sale will be returned within 30 business days following the postmarked date of the Notice of Cancellation. Any property traded in and any instrument executed by you will be returned within ten 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 written instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.**

**If the seller does not pick up the goods within 20 days of the date of our Notice of Cancellation, you may retain or dispose of them without any further obligation.**

I HEREBY CANCEL THIS TRANSACTION.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer's Signature)

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**PLEASE NOTE:**

The above is provided as a sample to reconcile the conflict which exists between Minnesota Statutes, Chapter 325 and Minnesota Statutes, Chapter 136A. This reconciliation pertains only to that provision of Chapter 325 which requires specific language under the heading "Notice of Cancellation." Any other references to the "third business day" required by Chapter 325 would also be reconciled by changing this to the "fifth business day."

**SAMPLE**

**INTERAGENCY REQUEST FOR  
FIRE INSPECTION OF SCHOOL FACILITY**

\*\*\* **Note** (Instead of this form an inspector may submit their own documentation of inspection or report)

Date \_\_\_\_\_ Name of Inspector \_\_\_\_\_

School Name \_\_\_\_\_

School Address \_\_\_\_\_

Contact Person \_\_\_\_\_

On (date) \_\_\_\_\_ I inspected the above school facility. The facility meets the requirements of the fire code for use as a school not to exceed \_\_\_\_\_ persons.

On (date) \_\_\_\_\_ I inspected the above school facility. The above school facility does not meet the requirements of the fire code. (See attached list of violations). Violations must be corrected by \_\_\_\_\_ (date).

On (date) \_\_\_\_\_ I re-inspected the above school facility. The previously cited violations have been corrected and the facility meets the requirements of the fire code for use as a school not to exceed \_\_\_\_\_ persons.

\_\_\_\_\_  
Signature of Fire Inspector

\_\_\_\_\_  
Date Inspection is Valid Through

\_\_\_\_\_  
Fire Prevention Bureau

**RETURN TO:**

Office of Higher Education  
Private Career School Licensure  
1450 Energy Park Drive, Suite 350  
St. Paul, MN 55108  
(651) 259-3976

**INSTITUTIONAL SUMMARY OF GRADUATE STATUS BY PROGRAM**

Name of Institution \_\_\_\_\_

**Reporting Period (last complete 12 month period  
July 1-June 30 prior to this application's due date):**

Name of Person Completing this Form \_\_\_\_\_

**(note this form is available electronically from our office)**

**July 1, \_\_\_\_\_ through June 30, \_\_\_\_\_**

PROGRAM	TOTAL GRADUATES		SUMMARY BY STATUS								IN THE LABOR FORCE									
			In the Labor Force		Not in the Labor Force <sup>1</sup>		Continuing Education		Status Unknown		EMPLOYED FULL-TIME <sup>2</sup>						Employed Part-Time or Short-Term <sup>3</sup>		Unemployed	
											For Which Trained		Related		Not Related					
			N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%	N	%
		100.0 %																		
		100.0 %																		
		100.0 %																		
		100.0 %																		
		100.0 %																		
		100.0 %																		

1. Includes deceased, incarcerated, medical condition, and not seeking employment.
2. Employed full-time means employed after graduation at one job for at least 4 weeks and for at least 30 hours per week.
3. Employed part-time or short-term means employed after graduation for fewer than four weeks or fewer than 30 hours per week.





**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, Chapter 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, Chapter 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)**





## ***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 \$350 (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.

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

<b>IDENTIFICATION OF SCHOOL(S)</b>	
Identify the school (or schools under common ownership) for which you are applying for permit. Attach an addendum sheet if you wish to represent more than three schools under the same common ownership. <b>NOTE:</b> A separate application must be made for each school solicited which is not under the same common ownership.	
<b>School 1</b>	School Name <span style="float: right;">Telephone Number (   ) -   </span>
	Address (Street/P.O. Box, City, State, Zip Code)
<b>School 2</b>	School Name <span style="float: right;">Telephone Number (   ) -   </span>
	Address (Street/P.O. Box, City, State, Zip Code)
<b>School 3</b>	School Name <span style="float: right;">Telephone Number (   ) -   </span>
	Address (Street/P.O. Box, City, State, Zip Code)

**(Continued on Next)**

**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 School Names - All Under Common Ownership

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  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Solicitor

\_\_\_\_\_  
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  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Solicitor

\_\_\_\_\_  
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, Chapter 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, Chapter 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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Corporate Principal

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Countersigned by Resident Agent

\_\_\_\_\_  
Address of Resident Agent

**(Continued on Next)**



# NEW INSTRUCTOR FORM

Minnesota Rule 4880.1900, requires schools licensed pursuant to Minnesota Statutes, Chapter 136A.822 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 Minnesota Rule 4880.1900. Also provide a list of the course or courses for which the person will be responsible.

**Institution:** \_\_\_\_\_

Instructors Name: \_\_\_\_\_ Date Hired: \_\_\_\_/\_\_\_\_/\_\_\_\_

Qualifications:

Education: \_\_\_\_\_

Work Experience: \_\_\_\_\_

Course(s) to be taught: \_\_\_\_\_

Instructors Name: \_\_\_\_\_ Date Hired: \_\_\_\_/\_\_\_\_/\_\_\_\_

Qualifications:

Education: \_\_\_\_\_

Work Experience: \_\_\_\_\_

Course(s) to be taught: \_\_\_\_\_

Instructors Name: \_\_\_\_\_ Date Hired: \_\_\_\_/\_\_\_\_/\_\_\_\_

Qualifications:

Education: \_\_\_\_\_

Work Experience: \_\_\_\_\_

Course(s) to be taught: \_\_\_\_\_

Instructors Name: \_\_\_\_\_ Date Hired: \_\_\_\_/\_\_\_\_/\_\_\_\_

Qualifications:

Education: \_\_\_\_\_

Work 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: \$250 per location 2-5 - \$100 per location after 5th**

Minn. Stat. 136A.822 requires that an addendum be completed for each location other than the principal site.

<b>IDENTIFICATION INFORMATION for MAIN LOCATION</b>			
Name of School	Telephone Number ( ) -	Date of this Application	
School Address	City	State	Zip Code
Name of Administrative Director of School		Home Telephone Number ( ) -	
Home Address of Administrative Director	City	State	Zip Code

<b>LOCATION OF ADDITIONAL SITE</b>			
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. INSPECTION REPORTS.** Attach copies of inspection reports issued by local and state regulating agencies. These should show that the facilities are sanitary, healthful and safe.
- E. ENROLLMENT.** Provide the current enrollment for each program and the maximum enrollment that can be accommodated with present staff, equipment and facilities.
- F. AFFIDAVIT.** (on next page).

**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 (s)he is the  
(Name - print or type)

\_\_\_\_\_ of \_\_\_\_\_  
(Title of Position Held) (Name of School)

respecting which the foregoing application for license is made; that (s)he has read the foregoing application; and that the statements therein made are true to the best of his/her knowledge, information and belief.

\_\_\_\_\_  
(Signature)

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

(SEAL) \_\_\_\_\_ County \_\_\_\_\_



## 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 01/01/11 you **are not required to submit this form** for re-licensure at this point. OHE does reserve the right to require this form be completed as part of licensure renewal.

The Private Career School Act (Minn. Stat. Chapter 136A.822 Subd. 3) 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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Corporate Principal

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Countersigned by Resident Agent

\_\_\_\_\_  
Address of Resident Agent

**(Continued on Next)**



**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)**



## **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