

LOUISIANA PROPRIETARY SCHOOLS  
INFORMATION FOR SOLICITORS



BULLETIN #1430

LOUISIANA BOARD OF REGENTS

## PREFACE

This information has been developed to assist solicitors in the lawful and ethical practices in marketing the schools they will represent. Your full compliance and cooperation are appreciated.

## DEFINITIONS

*Solicitor* - Solicits business for a proprietary school and is usually the first personal contact between the school and the prospective student. Can also be referred to as an agent, salesperson, recruiter, and representative.

*Licensed* - means a school has met the minimum qualifications for licensure.

*Accredited* - means that a course or school has been evaluated by a committee designated by its respective accrediting association, and found to meet the criteria established by that agency. Recognition of that agency by the U.S. Office of Education is an indication that the Department's criteria for recognition are met, and that schools so accredited are offering quality programs. Such schools are periodically re-evaluated by a team designated by the agency.

## Expectations

1. Have a thorough understanding of the school, its course offerings, facilities, staff qualifications, and job placement rate.
2. Clearly understand that "LICENSED" and "ACCREDITED" are not synonymous terms and are not to be used as such.

Since accreditation is purely voluntary, it does not necessarily follow that a non-accredited school is inferior to an accredited one.

The solicitor, therefore, should not imply or expressly state that the accredited school he/she represents is superior to a specific, non-accredited school which may also be under consideration by the prospective student.

## Statutes

1. No student enrollment shall be solicited through advertising, solicitors, mail circulars, or other means until the school has been licensed by the Board of Regents. No person shall sell any course of instruction or solicit students therefore in this state unless they first apply for and obtain a permit as a solicitor. The yearly fee for each permit/renewal thereof shall be one hundred dollars. If the solicitor represents more than one school, they shall obtain a separate permit for each school they represent.
2. Any permit issued to a solicitor may be revoked by the Board of Regents if the holder of the permit solicits or enrolls students through fraud, deception, or misrepresentation, or upon a finding by the commission that the permit holder is not of good moral character.
3. The Board of Regents shall notify the holder of the permit in writing of its decision to revoke such permit. At any time within thirty days prior to such revocation, upon request of the solicitor, the commission shall afford the solicitor an opportunity to be heard in person or by counsel. Strict rules of evidence shall not apply. On or before thirty days prior to the date set for the hearing, the commission shall notify the aggrieved solicitor of the date and purpose of the hearing and the grounds for the contemplated revocation of the permit. The action of the commission shall be determined by a vote of a majority of the members of the commission. Any final decision of the commission may be appealed to the Board of Regents.

### Commission Regulations

1. An owner may engage in the enrollment of students on the school premises without securing a permit. Other school personnel shall obtain a solicitor's permit to solicit student enrollments on and off the school premises.
2. No solicitor or school shall utilize the services of an employment agency to solicit students.
3. Proprietary Schools and an employment agency owned by the same individual or corporation shall conduct their business affairs separately.
4. A Proprietary School shall not advertise under the heading of any agency or vice versa.

### Ethical Conduct

1. The solicitor shall refrain from discrediting other schools by making derogatory comments.
2. The solicitor shall refrain from attempting to influence a student to withdraw from a school the student is currently attending, or encourage a prospective student to change plans, after such student has signed an enrollment application and paid the registration fee to another school.
3. The solicitor shall refrain from making exaggerated statements concerning job opportunities.
4. The solicitor shall carefully explain to the prospective students that, in addition to course completion, certain positions require that the applicant pass a State or Federal examination and obtain a license prior to employment.
5. The solicitor shall provide the applicant with a receipt for money collected and a copy of the enrollment agreement. The receipt and enrollment could be combined in one form.
6. The solicitor shall cultivate a "highly professional" working relationship with school officials, especially school counselors, in the enrollment of students in attendance at the school.
7. The solicitor shall refrain from any attempt to obtain a list of names of prospective students still attending high school in any manner other than that which is consistent with the school's policy.
8. The solicitor shall remember at all times that the school the agent represents can survive only so long as it is able to enroll, train, and place students in satisfactory positions. As one of the key persons in this enterprise, it behooves the agent, if for no other reason than job security, to conduct themselves at all times in a highly professional and ethical manner.
9. The Commission must be notified in writing by the school of the dismissal or resignation of an agent or solicitor within ten days. Every effort should be made to return the permit to the office of Proprietary Schools.
10. It shall be the responsibility of each school, through the media of sales manuals, bulletins, or other similar means, to see that each of its agents is fully familiar with its courses and services, prices, terms, and operating policies.
11. Each school must assume the full responsibility for the actions, statements, and conduct of its solicitors and must, therefore, select each of them with the utmost care, provide them with adequate training, and arrange for constant and proper supervision of their work.
12. The Proprietary School Commission will hold the schools accountable for the actions of their solicitors. They are to instruct each agent of their responsibility under the Louisiana law as prescribed by these rules and regulations.

13. All monies collected by the solicitor while soliciting students must be turned over to the school the agent represents. All checks received must be made payable to the school the solicitor represents, and receipts for cash must be given to the student in the name of the school.
14. The term “guidance counselor” or modifications thereof, shall not be used by anyone who solicits or enrolls students. It can be used only by an employee of the school who performs any or all of the following duties:
  - a. Advises students while they are pursuing training;
  - b. follow up graduates to determine effectiveness of training;
  - c. aids in vocational placement of trainees; may be any person who is by education a qualified professional guidance counselor.
15. No school or its solicitors shall advertise or imply that the school is “recommended” or “endorsed” by the Commission or the State Board of Elementary and Secondary Education. This official reference shall read “Licensed by the State Board of Regents.”
16. A guarantee of placement for graduates shall not be promised or implied by any school, solicitor, or representative. No school in its advertising or through its representatives or solicitors shall guarantee or imply the guarantee of employment before enrollment, during the pursuance of the course, or upon completion. No school shall guarantee any certain wage or imply earning greater than the prevailing wage.
17. No owner, partner, officer, employee, or solicitor acting on behalf of any school shall make any fraudulent statement, misrepresentation, or misleading statement of fact.
18. As an official representative of a school, it shall be the solicitor’s responsibility to keep the following rules in mind:
  - a. It is the responsibility of the school to determine with reasonable certainty that a prospective student is fully informed as to the nature of the course and employment opportunities after successful completion of the program.
  - b. It is the responsibility of the school to determine with reasonable certainty, that each prospective student is fully informed as to the nature of the obligation the person is entering into as to their responsibilities and their right under the contract they have signed.
  - c. It is the responsibility of the school to establish the qualifications which an enrollee must have to enable them to successfully assimilate the course of instruction to be offered them and, to determine with reasonable certainty, an advanced notice of the acceptance of their enrollment that they have the proper qualifications to take the training for which they are applying.
  - d. It is the responsibility of the school to determine that an applicant has no handicap, physical, or otherwise, which could reasonably prevent their use of knowledge or skill gained from the training they desire for successful on-the-job performance after completion of the course.
  - e. All solicitors shall inform the prospective student after they sign the contract that there is a three-business day cancellation period in accordance with our regulations. This means that the student has the right to change his/her mind or cancel a contract within three-business days after it is officially signed.

- f. A proprietary school “shall not deceptively designate or refer to its solicitor as ‘registrars’, ‘counselors’, ‘advisers’, or by words of similar import or misrepresent in any other manner, the titles, qualifications, training, experience, or status of its solicitor or other representatives.”

For any additional information on state statutes regarding Consumer Protection, interested persons can contact:

Louisiana Board of Regents  
Proprietary Schools Section  
P.O. Box 3677  
Baton Rouge, LA 70821-3677

Phone: (225) 342-4253

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