

WEST VIRGINIA
SECRETARY OF STATE
KEN HECHLER
ADMINISTRATIVE LAW DIVISION

Form #5

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SECRETARY OF STATE

**NOTICE OF AGENCY ADOPTION OF A PROCEDURAL OR INTERPRETIVE RULE
OR A LEGISLATIVE RULE EXEMPT FROM LEGISLATIVE REVIEW**

AGENCY: West Virginia Board of Education TITLE NUMBER: 126

CITE AUTHORITY: W. Va. Code 18-2-10

RULE TYPE: PROCEDURAL _____ INTERPRETIVE _____

EXEMPT LEGISLATIVE RULE X

CITE STATUTE(S) GRANTING EXEMPTION FROM LEGISLATIVE REVIEW

Chapter 29A-1-3

AMENDMENT TO AN EXISTING RULE: YES X, NO _____

IF YES, SERIES NUMBER OF RULE BEING AMENDED: 189

TITLE OF RULE BEING AMENDED: Registration of Agents, School Evaluation
and Administration of Correspondence, Business, Occupational and Trade
Schools.

IF NO, SERIES NUMBER OF NEW RULE BEING ADOPTED: _____

TITLE OF RULE BEING ADOPTED: _____

THE ABOVE RULE IS HEREBY ADOPTED AND FILED WITH THE SECRETARY OF STATE. THE
EFFECTIVE DATE OF THIS RULE IS _____

Nov. 2
~~Oct 8~~, 1987

TITLE 126
LEGISLATIVE RULE
WEST VIRGINIA BOARD OF EDUCATION
CHAPTER 18-2
SERIES 189
(Policy 7231)

Title: Registration of Agents, School Evaluation and Administration of Correspondence, Business, Occupational and Trade Schools

Section 1. General

1.1 Scope - These legislative rules establish the guidelines and specific requirements for correspondence, business, occupational and trade schools to secure a permit to solicit students in West Virginia.

1.2 Authority - W.Va. Code 18-2-10

1.3 Filing Date - September 3, 1987

1.4 Effective Date - November 2, 1987

1.5 This policy contains amendments in Section 5 to comply with legislative amendments to W.Va. Code 46A-2-138.

Section 2. Basic Information Concerning Registration with State Board of Education.

2.1 No field representative or agent of any correspondence, business, occupational or trade school located outside or within the State shall solicit students or transact business in West Virginia unless the school first secures from the West Virginia Board of Education a permit issued under these rules and regulations.

2.2 The Board may refuse a permit to any school if the Board has reason to believe that the school engages in practices which are inconsistent with this section of the Code or with the rules and regulations issued pursuant thereto.

2.3 All correspondence, business, occupational and trade schools located in this State shall make an annual report to the State Board of Education on forms furnished by the Board providing such appropriate information as the Board reasonably may require.

W.Va. Board of Education
Leg. Rule, 18-2
Series 189, Sec. 2

2.4 Before a permit is issued to a school not previously registered in West Virginia or a school that has not held a valid permit in the six-month period preceding application for renewal, the school must undergo an institutional self-evaluation following the criteria established by the Board and on forms provided by the Board.

2.5 In addition to the initial self-evaluation listed above, all schools located in West Virginia will be further evaluated as follows: If a school receives a satisfactory rating on its self-evaluation and submits all other materials required for a permit, a permit will be issued. Between six and nine months after the initial is issued, the school will perform a second self-evaluation followed by an on-site evaluation. The on-site evaluation will be done by a committee consisting of from three to five members appointed by the Assistant State Superintendent of Schools for Vocational Education. The committee shall be composed of appropriately qualified persons who may be chosen from public and private educational institutions or from the staff of the Bureau of Vocational, Technical and Adult Education.

Actual expenses of the members of the evaluation committee shall be reimbursed by the school. Travel by private automobile will be reimbursed at the current rate authorized by the Commissioner of Finance and Administration, State of West Virginia. Members of the evaluation committee who are not members of the staff of the State Board of Education will receive from the school an honorarium of \$50.00 per day. Payment will be made directly to evaluation committee members by the school. Payment for evaluation must be made before a permit is issued. The evaluation committee will submit its report and recommendations in writing to the State Board of Education.

In the event that the Board action is negative and a permit is not issued, representatives of the school may request a hearing with representatives of the Board to present information, statements and views which they deem appropriate concerning the school's status. The State Board of Education will periodically, at its discretion reevaluate schools in the manner outlined above.

Evaluation shall include criteria such as quality and duration of instruction, adequacy of facilities and equipment, number and qualifications of staff, appropriateness of offerings and student placement.

2.6 Following the initial valuations, subsequent evaluations (both self and on-site) will be made at five-year intervals or:

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Leg. Rule, 18-2
Series 189, Sec. 3

* When the State Board of Education receives complaints about the school that warrants the act, or

* When there is a change of ownership.

These periodic evaluations may be made by members of the staff of the State Board of Education or an evaluation team.

Schools presently holding a permit will be scheduled into the five-year rotation by the State Board of Education. Evaluations will normally be done at the time of permit renewal. All schools will be notified well in advance of an upcoming evaluation.

Schools accredited by the Association of Independent Colleges and Schools, National Association of Trade and Technical Schools and National Home Study Council are exempted from the evaluation requirement.

Section 3. Basic Information Concerning Permits

3.1 The permit to solicit students in West Virginia by correspondence and other schools included under these regulations is valid for one year corresponding with the effective dates of the bond.

3.2 The application for a permit shall be made to the West Virginia Board of Education using a standard form furnished by the Board, accompanied by a \$10 fee and surety bond in the sum of \$25,000. The fee must be paid by check or money order and must be payable to the Treasurer of West Virginia. If a school submits more than two registrations for individual solicitors, a \$5 fee must accompany each additional registration submitted. The surety bond in the sum of \$25,000 shall be conditioned for the proper representation used in securing student enrollments and the faithful performance of all contracts and agreements with students. Such bond may be continuous and shall be supplied by the school as a blanket bond covering all representatives of the school. The maximum liability to be incurred under an individual or blanket surety bond shall not exceed \$25,000 in the case of any one solicitor. The surety on any bond may relieve itself of liability thereafter and withdraw from the bond after giving thirty (30) days' notice in writing to the West Virginia Board of Education.

3.3 The permit is issued to a school covering all of its representatives. The school must furnish the State Board of Education with a current list of representatives soliciting students in West Virginia. Newly appointed or terminated representatives must be reported within thirty (30) days.

Section 4. Application for a Permit

The application shall contain the following information:

- a. The name of the school and organization.
- b. Management of the school, whether by individuals, partnerships or corporation.
- c. Address of headquarters.
- d. Names and addresses of officers and directors.
- e. Location of West Virginia offices.
- f. Registration of individual solicitors.
- g. Such other information as the State Board of Education may require.

Section 5. Student Applications and Contracts

Student application forms and/or contracts and list of courses offered in West Virginia will be filed with the representative's application for a permit and will include the following items:

5.1 Total cost of the course. Combination home study and residence courses shall be priced separately. Refund and cancellation clauses provided shall apply to each individually. (For correspondence courses, see 5.3 "B. Home Study Courses")

5.2 Registration fee. No school may charge a registration fee greater than ten percent (10%) of the tuition for the entire course, but in no case shall the student be charged a registration fee in excess of \$100. (For correspondence courses, see D.3.b. Home Study Courses.)

5.3 A cancellation clause providing that: An applicant student may cancel his/her enrollment within seventy-two (72) hours after midnight of the day on which the enrollment agreement is signed. An applicant student requesting cancellation by certified mail within this time shall be given a refund of all money paid to the school or its representatives. (For correspondence courses, see 5.3 "B. Home Study Courses")

A. Residence Courses

(1) From seventy-two (72) hours after midnight of the day on which the enrollment contract is signed and until the time of the scheduled class commencement, the applicant may cancel his/her contract by certified mail, and may not be charged more than the registration fee.

(2) Policies for programs of three (3) months or more.

Withdrawal after commencement of classes. For programs of more than three (3) months (or one quarter) in length and up to one (1) year (12 calendar months), in cases of withdrawal after classes commence, the following refund policy will be acceptable:

* During the first week of classes, the school may not retain more than twenty-five percent (25%) of the stated course price thereafter.

* During the first twenty-five percent (25%) of the course, the school may not retain more than forty-five percent (45%) of the stated course price thereafter.

* During the second twenty-five percent (25%) of the course, the school may not retain more than seventy percent (70%) of the stated course price thereafter.

* During the last fifty percent (50%) of the course, the school may retain one hundred percent (100%) of the stated course price.

For programs longer than one (1) year (12 calendar months) in length, one hundred percent (100%) of the stated course price attributable to the period beyond the first year will be refunded when the student withdraws from the school during the prior period.

(3) Policies for programs of less than three (3) months.

Withdrawal after Commencement of Classes. For programs of less than three (3) months in length, in cases of withdrawal after classes commence, the following refund policy will be acceptable:

* The first twenty-five percent (25%) of the course, the school may not retain more than forty-five percent (45%) of the stated course price thereafter.

* During the second twenty-five percent (25%) of the course, the school may not retain more than seventy percent (70%) of the stated course price thereafter.

* During the last fifty percent (50%) of the course, the school may retain one hundred percent (100%) of the stated course price.

B. Home Study Courses.

(1) Registration fees and refunds for home study courses are governed by W.Va. Code 46A-2-138, as amended:

"§46A-2-138. Buyer's right to cancel certain subscriptions and other obligations.

"When a buyer has become indebted or paid cash on a contract for future deliveries of a correspondence course, on any contract entered into after the effective date of this section for truck driver, modeling or any other occupational or business course with a private proprietary school, or a multiple magazine subscriptions contract, other than for single subscriptions direct with the publisher thereof, the buyer may cancel and terminate such contract at any time by mailing a notice of cancellation by first class United States mail to the person to whom the indebtedness is owed, or with whom the contract was made, or his assignee, which notice shall forthwith terminate and cancel any financial obligation for goods or services not received by the buyer prior to the mailing of such notice of cancellation. The indebtedness for correspondence course materials received and not returned shall not exceed the reasonable store purchase price of such materials. In addition thereto, in regard to a correspondence course contract (in part or wholly by correspondence) the buyer may cancel and terminate such indebtedness without regard to the amount of goods and services received by mailing such notice and by returning all materials received. The seller shall return all moneys due the buyer within twenty days of cancellation.

"Any buyer not receiving a refund of all moneys paid and due within twenty days of cancellation of any contract under this section has a direct cause of action upon any bond filed with the department of education or board of regents to secure performance of legal obligation pursuant to the provisions of section ten [§18-2-10], article two, chapter eighteen of this code.

"Notwithstanding any other provision of law to the contrary, with respect to contracts which are the subject of or are intended to become the subject of a transaction as provided for in this section, no seller shall:

"(1) Exclude, modify or otherwise attempt to limit any provision addressed under this section; or

"(2) Exclude, modify or attempt to limit any remedy provided by law, including the measure of damages available under this section.

"Any such exclusion modification or attempted limitation shall be void."

(2) In a correspondence course, goods and services received shall be the lessons completed and submitted to the school for grading as compared to the total number of lessons in the course.

(3) Upon cancellation, all money due the student shall be refunded within twenty (20) days.

5.4 The enrollment contract and/or application shall specifically state that employment or job placement is not guaranteed or implied.

5.5 A statement that no representation has been made other than appears in the contract and/or application.

Section 6. Permit Does Not Constitute Accreditation

No school nor any representative of a school shall make any representation stating, asserting or implying that a permit issued pursuant to this section constitutes approval or accreditation by the State of West Virginia, State Board of Education or any other department of the State.

Section 7. Revocation

The permit of a school may be revoked by the West Virginia Board of Education for fraud or misrepresentation in soliciting or enrolling students, for failure of the school to fulfill its contract with one or more students who are residents of West Virginia, or for violation of or failure to comply with any provision of this section or with any regulation of the State Board of Education pertaining to this section.

W.Va. Board of Education
Leg. Rule, 18-2
Series 189, Sec. 8

Section 8. Penalty for Violation of this Law

Any person violating any provision of this law shall be guilty of a misdemeanor and upon conviction thereof shall be fined not more than \$200 per day of violation, not to exceed a maximum of \$2,000 per violation or imprisoned in the county jail nor more than sixty (60) days, or both fined and imprisoned.

Section 9. Renewal of Permits

The permit shall be valid for one (1) year corresponding with the effective dates of the bond. Upon application, accompanied by the required fee and a surety bond as herein required, permit may be renewed.

Section 10. Fees Not Refundable

All fees received from applications for the issuance or renewal of permits shall be deposited in the State Treasury of West Virginia to the credit of the General School Fund, and will not be refundable under any circumstances.

Section 11. Advisory Committee

The West Virginia Board of Education is authorized to adopt rules and regulations for the administration and enforcement of the provisions of this section, and to establish an advisory committee of not less than five owners or other representatives of privately owned correspondence, business and trade schools.

The advisory committee shall provide advice to the State Board of Education relative to the administration and enforcement of the provisions of this Act.

THE FOLLOWING SECTIONS PERTAIN ONLY TO THOSE SCHOOLS THAT ARE
NOT ACCREDITED AND MUST BE EVALUATED

Section 12. Standards for a permit

The standards for a permit form the base of essentials against which a school studies and evaluates itself in the self-study process. The

visiting team uses the standards in reviewing the school and its achievements. The State Board of Education, in turn, studies the school's reports and the visiting team's review as it evaluates the total institution. The standards for a permit constitute the basic documentation in the permit granting process.

12.1 Educational Objectives

Evaluation of the educational program is based upon the success with which announced objectives are achieved.

A. Chief Objective

The chief educational objective is to train persons for entrance upon or advancement in one or more occupations requiring manual, manipulative or technical competence and skills. The objectives are concerned with what to know, what to do and how to do it. Training is job oriented. After training, graduates are qualified for employment in the occupational field for which trained.

B. Secondary Objectives

Secondary objectives may include upgrading in general education, refresher training and preparation for a licensing examination.

12.2 Courses and Curricula

A. Comprehensive Course Outline

For every course offered, there is a detailed and organized instructional outline, course of study, syllabus or teaching guide showing a scope and sequence of subject matter sufficient to achieve the announced objectives with the students normally enrolled.

B. Instructional Materials

1. Instructional materials reflect current occupational knowledge and practice.

2. In each course, materials are sufficiently comprehensive to meet the announced objectives.

3. Instructional materials include suitable teaching devices and supplemental instructional aids appropriate to the subject.

C. Qualification for Employment

Training offered helps prepare students for employment.

12.3 Faculty

A. Director of Training

The director of training has sufficient educational background, experience and administrative competence to plan and properly supervise the training program.

B. Instructors

1. Each instructor has a minimum of two (2) years of practical experience in the occupation or subject or the equivalent, is trained to teach and is able to demonstrate up-to-date knowledge and continuing study of his particular subject field.

2. Where required by law, instructors are certified or licensed. Where instructors are not certified by a State or Federal agency, the burden of proof of instructor competence rests on the management of the school.

3. Instructors are of good character, are mature and possess a professional attitude.

C. Size of Staff

The instructional staff is sufficient to properly serve the number of students enrolled and maintain a satisfactory working relationship with students in the subject taught.

12.4 Student Services

A. Counseling

Adequate testing and counseling services are provided as appropriate to the subjects and students being taught.

B. Records

1. Permanent educational records are securely maintained and protected against fire, vandalism and other perils.

2. Grades are reported regularly and transcripts are issued upon request.

C. Placement

1. The extent and nature of placement services provided to students and graduates are as claimed by the school.

2. The school maintains records of initial employment of its graduates covering the last five (5) years and bases statements regarding percent of placement upon such records.

3. The school is able to show acceptance of its graduates by employers.

12.5 Student Success and Achievement

A. Attendance and Retention

Records show good student attendance and reasonable retention (completion) rates.

B. Student Achievement

1. Each school has a system for assessing the growth in knowledge and skill of students in training and maintains definite written policies relative to performance standards and grading.

2. Students are terminated by the school when it is clear that they are unable to satisfactorily acquire the knowledge and skills required by occupation for which they are training.

3. Course completion is based upon satisfactory mastery of the required knowledge and skills and is confirmed by an appropriate certificate or diploma accurately representing the accomplishment.

C. Student Success

Each school is able to show that a high proportion of its graduates benefit from the training received.

12.6 Admission Policies and Practices

A. Admission

1. The school determines with reasonable certainty, that each applicant for enrollment is fully informed as to the nature of the course desired and as to what the training can reasonably be expected to accomplish.

2. The school established the qualifications which an enrollee must have to enable successful assimilation of the training to be furnished, and determines with reasonable certainty, in advance of acceptance of the enrollment, that the applicant has proper qualifications to take the training.

3. The school determines that each applicant accepted has no handicaps, physical or otherwise, which could reasonably prevent use of the knowledge or skill gained from the training desired for successful on-the-job performance after completion of the course.

4. In any case where a school enrolls a person who does not meet the normal basic admission qualifications, it has a written record of the reasons why the student was permitted to enroll and is prepared to justify its action in accepting the enrollment.

5. No school accepts an enrollment from a person of compulsory school age, nor one attending a school of elementary or secondary level, unless it has established through contact with properly responsible parties that pursuit of the course would not be detrimental to the student's regular school work.

B. Enrollment Agreements

1. The enrollment agreement clearly outlines the obligations of both the school and the student, and a copy of the enrollment agreement is furnished the student before any payment is made.

2. The school determines that each applicant is fully informed as to the nature of the obligation the student is entering into and as to the responsibilities and rights of the student under the enrollment agreement before signing it.

3. No enrollment agreement is binding until it has been accepted by the school.

12.7 Tuition Policies

A. Rates

1. The total tuition for any specific course is the same for all persons at any given time. Group training contracts showing lower individual rates may be negotiated with business, industrial or governmental agencies.

2. Tuition changes in courses are bona fide, effective on specific dates and applicable to all who enroll thereafter. Tuition for students presently in school is changed only if authorized in the enrollment agreement.

3. All extra charges and costs incidental to training are revealed to the prospective student before enrollment.

B. Refunds and Cancellations

Each school must have a fair and equitable refund and cancellation policy which complies with the minimum cancellation policy adopted by the Board of Education.

C. Collection Practices

1. Methods used by a school in requesting or demanding payment are in good taste and follow sound and ethical business practices.

2. If promissory notes or contracts for tuition are sold or discounted to third parties, enrollees or their financial sponsors sign a statement authorizing such sales.

12.8. Student Recruitment

A. Advertising and Promotion

1. All advertisements and promotional materials used are truthful and avoid leaving any false, misleading or exaggerated impressions with respect to the school, its personnel, its courses and services or the occupational opportunities for its graduates.

2. All advertising and promotional materials used clearly indicate that occupational training, and not employment, is being offered.

3. All advertising and promotional materials include the correct name and location of the school. So-called "blind" advertisements are considered misleading and unethical.

4. Schools do not use the "employment" or help-wanted classifications for any form of advertising except to procure employees or agents for the school.

5. Letters of endorsements, commendation or recommendation used in school catalogs, literature or advertising are used only with the prior written consent of the authors. No remuneration is made for the endorsement of its use. Such letters are kept on file and subject to inspection. Testimonial letters or endorsements are used only when they are strictly factual, portray currently correct conditions or facts, and contain the dates they were written or received.

6. School literature and ads do not quote "high top" or "up to" salaries for an occupation unless they also indicate the normal range of starting salaries in the occupation for which training is given.

7. Each school must provide applicants with a publication readily identifiable as a catalog.

8. Scholarships or partial scholarships are bona fide reductions in tuition and are issued for recognized and acceptable purposes. Scholarships are not used as a recruiting device.

9. No overt or implied claim or guarantee of employment is made at any time.

B. Recruitment

1. A school is responsible to its students and prospective students for the representations made by its recruiters and, therefore, selects each of them with the utmost care, provides them with adequate training and arranges for constant and proper supervision of their work.

2. It is the responsibility of a school to conform to the law and regulations at all times and, in particular, to see that each of its representatives is properly registered as required by the law.

3. If recruiters are authorized to prepare and/or run advertising or to use promotional materials, the school accepts full responsibility for the materials used and must approve them in advance.

4. When money is collected from an applicant for enrollment, the applicant is provided with a receipt for the money collected and a copy of the enrollment agreement.

5. No recruiter is permitted to use any title such as "counselor," "advisor" or "registrar" that tends to indicate that duties and responsibilities are other than they actually are.

6. School personnel do not discredit other schools by imputing to them dishonorable conduct, inability to perform contracts or questionable credit standing; or make other false representations; or falsely disparage the character, nature, quality, value or scope of their courses of instruction or service; or adversely reflect on them in any other material respect; or demean their students because of race, creed, color, sex or national origin.

7. School personnel do not knowingly influence any student to leave another educational institution nor encourage a person to change plans after signing an enrollment application and paying the registration fee of another school.

8. School personnel do not violate orally any of the standards applicable to advertising and promotional material.

12.9 Physical Facilities

A. Buildings

1. Instructional and student housing facilities meet fire, safety and sanitation standards required by appropriate regulatory authorities or, in the absence of such, those standards recommended by appropriate national advisory bodies.

2. Space, heat, light, ventilation and storage are sufficient and reasonable for the purpose of the courses and student enrollment.

B. Educational Equipment

1. Adequate library facilities and resources are provided as appropriate to the subjects taught.

2. Instructional and practice equipment is similar to that found in common occupational practice.

3. Sufficient equipment and/or learning stations are provided to allow each student adequate scheduled time for practice.

4. All machinery and equipment is provided with proper safety devices and the school sees that they are used at all times.

12.10 Management

2 A. Background of Management

Owners, managers and administrative personnel have established records of integrity and are properly qualified for their particular roles in school.

3 B. Financial Stability and Responsibility

Each school has insurance to provide adequate protection to the school, employees and students.

12.11 Self-improvement Program

4 A. Progressiveness

The school shows evidence of progressiveness in such areas as instructional methods, improvements of materials and provision of better services to its student and graduates.

B. Professional Growth

The school has a plan for staff self-improvement which includes such elements as membership in trade and professional bodies, attendance at trade and professional meetings and continued study, research and experimentation.

Section 13. School Evaluation

In accordance with Chapter 18, Article 2, Section 10, of the Code of West Virginia, as amended, and with rules and regulations adopted by the West Virginia Board of Education to carry out provisions of this law, all schools that are not accredited must conduct a self-evaluation prior to being issued a permit to solicit students in West Virginia. In addition, nonaccredited schools located in the State will be evaluated by an on-site team appointed by the Assistant State Superintendent of Schools for Vocational Education.

Section 14. Self-evaluation

Self-evaluation is designed to improve educational effectiveness of the school. The procedures are designed to help schools assess their objectives, explore ways and means by which the educational efficiency may be improved, and to prepare for the ever-increasing demands by society for new instructional purposes and objectives.

Self-study permits an institution to measure itself qualitatively and to be measured by a visiting team of qualified specialists through the identification of strengths and weaknesses, problems and solutions.

Benefits are in proportion to the depths of the study. The aim must be to understand, evaluate and improve, not simply to defend. The fact that an on-site visit is to follow gives the self-study added meaning.

A self-study is a major undertaking. If done well, it is abundantly rewarding, but it is not worth the effort if it is done hurriedly or poorly. A larger school, or one with a complex program of training, will take longer.

In doing a self-study, you should involve as many faculty members and staff as possible. The self-study should not be viewed as a "quickie" job to meet an early deadline, but, rather, should include adequate discussion and analysis to have real meaning to the school and to the visiting team. The quality of a self-evaluation report will, in itself, tell outsiders a great deal about an institution. The guidelines are primarily a list of questions to which the State Board of Education expects completed replies, with documentation where appropriate.

Self-evaluation consists of three parts. The first part is concerned with the school in general, the second part is to be completed for each course offered, and the third part is to be completed for each person employed by the school.

14.1 Team Visit

After copies of the self-evaluation report have been sent to the State Board of Education, arrangements are made for a team to visit the school as outlined in the rules and regulations. Team members serve in their personal and individual capacities; their institutional and business affiliations should carry no implication of participation by their organizations. The team normally includes persons having these competencies:

a. A management specialist familiar with administration and business aspects of school operation.

b. An educational specialist familiar with instructional methods and educational processes.

c. A subject-matter specialist for each major occupational area in which training is offered.

d. An employee of the State Board of Education will also accompany the visiting team.

A team visit takes such time as required to ensure completeness of the review of the school. For planning purposes, each application is examined to estimate the length of the visit, usually one (1) to three (3) days. However, the team may determine that additional time is required.

Team members are selected by the Assistant State Superintendent of Schools for Vocational Education. A team member can be rejected prior to the on-site evaluation by the applicant school for reasonable cause.

The visiting team verifies data in the self-evaluation report, seeks additional data and, in general develops an understanding of how well the school meets its objectives and the standards for a permit. Team members confer with the administration, instructors, other school employees, students, graduates and employers of the graduates in making an assessment of conditions, courses of study and effectiveness of the school.

14.2 Team Findings

Each member of the visiting team prepares a factual report of those phases of the visit for which the member is responsible and submits it to the team leader. The leader integrates the reports in proper sequence, prepares a summary of strong and weak points about the school and submits the team summary report to the State Board of Education.

The State Board of Education may request the team leader to appear before representatives of the Board and may invite the head of the school to appear or send a representative.

The team summary report may be supplemented by additional findings or studies and inquiries such as:

a. Sampling studies of enrollees, dropouts and graduates.

W.Va. Board of Education
Leg. Rule, 18-2
Series 189, Sec. 14

b. Reviews of instructional materials by specialists.

c. Evidence of reputation and standing among persons or agencies in a position to know the school.

Data in the self-evaluation report, the team summary report and the supplementary reports are confidential, except as may be required by government regulatory. If data are used for statistical purposes, individual schools shall not be identified with any particular data.

The school receives a copy of the team summary report and is provided an opportunity to comment and supply any additional material that the school may wish to be considered by the State Board of Education.

The visiting team may make the following recommendations:

1. The school be reissued a permit.

2. The school be denied a permit.

3. The school be reissued a permit after specified corrections are made. The visiting team will review the corrections made before a permit is reissued and make a recommendation to grant or deny the reissuance of a permit based on corrections made and/or the submission of a satisfactory remediation plan.

If the school does not agree with the recommendation of the visiting team, representatives of the school may request a hearing with representatives of the State Board of Education to present information, statements and views which they deem appropriate concerning the school's status. If the school is not satisfied with the results of this hearing, it may appeal directly to the State Board of Education.