

## Proprietary Schools

## CHAPTER 141

PRIVATE BUSINESS, TRADE, AND  
CORRESPONDENCE SCHOOLS

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Notwithstanding any law to the contrary, until June 30, 1997, an educational institution that was licensed under this chapter on December 31, 1995, must continue to comply with the provisions of that chapter and may not use any of the exemptions available under section 141.35. Laws 1996, chapter 366, section 6.

**141.01** [Repealed, 1969 c 866 s 17]

**141.02** [Repealed, 1969 c 866 s 17]

**141.03** [Repealed, 1969 c 866 s 17]

**141.04** [Repealed, 1969 c 866 s 17]

**141.05** [Repealed, 1969 c 866 s 17]

**141.06** [Repealed, 1969 c 866 s 17]

**141.07** [Repealed, 1969 c 866 s 17]

**141.08** [Repealed, 1969 c 866 s 17]

**141.09** [Repealed, 1969 c 866 s 17]

**141.10** [Repealed, 1969 c 866 s 17]

**141.11** [Repealed, 1969 c 866 s 17]

**141.21 DEFINITIONS.**

Subdivision 1. **Words, terms and phrases.** The following words, terms and phrases shall have the meanings ascribed to them in this section.

Subd. 1a. **Office.** "Office" means the higher education services office.

Subd. 2. [Repealed, 1992 c 513 art 1 s 28]

Subd. 3. **Solicitor.** "Solicitor" means a person who for a salary or for commission, acts as an agent, independent contractor, salesperson, or counselor in procuring or attempting to procure students or enrollees for a course of instruction by solicitation in any form made at any place except on the actual business premises of the school and except for rendering public information service at the invitation or permission of a school or educational organization.

Subd. 4. **Person.** "Person" means any individual, partnership, company, firm, society, trust, association, or corporation or any combination thereof.

Subd. 5. **School.** "School" means any person, within or without the state, that maintains, advertises, solicits or conducts any course of instruction for profit or for a tuition charge, and which is not specifically exempted by the provisions of sections 141.21 to 141.36.

Subd. 6. **Course of instruction.** "Course of instruction" means any classroom, correspondence, or extension course of instruction or any combination thereof.

Subd. 7. **Placement service.** "Placement service" means a service offered or advertised by a school for the purpose of assisting the student in obtaining employment.

**History:** 1969 c 866 s 1; 1973 c 714 s 1,2; 1986 c 444; 1992 c 513 art 1 s 18; 1995 c 212 art 3 s 59

**141.22 CITATION.**

Sections 141.21 to 141.36 may be cited as the private business, trade and correspondence school act.

**History:** 1969 c 866 s 2

**141.23 RULES.**

The office may adopt rules according to chapter 14 to carry out the provisions of this chapter.

**History:** 1969 c 866 s 3; 1982 c 424 s 130; 1Sp1985 c 11 s 66; 1992 c 513 art 1 s 27; 1995 c 212 art 3 s 59

**141.24 [Repealed, 1983 c 260 s 68]****141.25 LICENSE.**

**Subdivision 1. Required.** No school shall maintain, advertise, solicit for, or conduct any course of instruction in Minnesota without first obtaining a license from the office.

**Subd. 2. Contract unenforceable.** Any contract entered into with any person for a course of instruction after November 15, 1969, by or on behalf of any person operating any school to which a license has not been issued pursuant to sections 141.21 to 141.36, shall be unenforceable in any action brought thereon.

**Subd. 3. Application.** Application for a license shall be on forms prepared and furnished by the office, and shall contain the following and such other information as the office may require:

(a) The title or name of the school, together with ownership and controlling officers, members, managing employees, and director;

(b) The specific fields of instruction which will be offered and the specific purposes of such instruction;

(c) The place or places where such instruction will be given;

(d) A listing of the equipment available for instruction in each course of instruction;

(e) The maximum enrollment to be accommodated with equipment available in each specified course of instruction;

(f) The qualifications of instructors and supervisors in each specified course of instruction;

(g) A current balance sheet, income statement and adequate supporting documentation, prepared and certified by an independent public accountant or CPA;

(h) Copies of all media advertising and promotional literature and brochures currently used or reasonably expected to be used by such school;

(i) Copies of all Minnesota enrollment agreement forms and contract forms and all enrollment agreement forms and contract forms used in Minnesota.

**Subd. 4. Certification.** Each application shall be signed and certified to under oath by the proprietor if the applicant is a proprietorship, by the managing partner if the applicant is a partnership, or by the authorized officers of the applicant if the applicant is a corporation, association, company, firm, society or trust.

**Subd. 5. Bond.** No license shall be issued to any school which maintains, conducts, solicits for, or advertises within the state of Minnesota any course of instruction, unless the applicant files with the office a continuous corporate surety bond in the sum of \$10,000 conditioned upon the faithful performance of all contracts and agreements with students made by the applicant. Such bond shall run to the state of Minnesota and to any person who may have a cause of action against the applicant arising at any time after the bond is filed and before it is canceled for breach of any contract or agreement made by the applicant with any student. The aggregate liability of the surety for all breaches of the conditions of the bond shall not exceed the principal sum of \$10,000. The surety of any such bond may cancel it upon giving 60 days notice in writing to the office and shall be relieved of liability for any breach of condition occurring after the effective date of cancellation. In lieu of bond, the applicant may deposit

with the state treasurer the sum of \$10,000 in cash, or securities such as may be legally purchased by savings banks or for trust funds in an aggregate market value of \$10,000.

**Subd. 6. Resident agent.** Schools domiciled outside the state of Minnesota which offer, advertise, solicit for, or conduct any course of instruction within the state of Minnesota shall first file with the secretary of state a sworn statement designating a resident agent authorized to receive service of process. Such statement shall designate the secretary of state as resident agent for service of process in the absence of an agent otherwise so designated. In the event a school fails to file such statement, the secretary of state is hereby designated as the resident agent authorized to receive service of process. Such authorization shall be irrevocable as to causes of action arising out of transactions occurring prior to the filing of written notice of withdrawal from the state of Minnesota filed with the secretary of state.

**Subd. 7. Minimum standards.** No license shall be issued unless the office first determines:

(a) that the applicant has a sound financial condition with sufficient resources available to meet the school's financial obligations; to refund all tuition and other charges, within a reasonable period of time, in the event of dissolution of the school or in the event of any justifiable claims for refund against the school by the student body; to provide adequate service to its students and prospective students; and for the proper use and support of the school to be maintained;

(b) that the applicant has satisfactory training facilities with sufficient tools and equipment and the necessary number of work stations to train adequately the students currently enrolled, and those proposed to be enrolled;

(c) that the applicant employs a sufficient number of qualified instructors trained by experience and education to give the training contemplated;

(d) that the premises and conditions under which the students work and study are sanitary, healthful, and safe, according to modern standards;

(e) that each occupational course or program of instruction or study shall be of such quality and content as to provide education and training which will adequately prepare enrolled students for entry level positions in the occupation for which trained;

(f) that the living quarters which are owned, maintained, or approved by the applicant for students are sanitary and safe;

(g) that the contract or enrollment agreement used by the school complies with the following provisions:

(1) the name and address of the school must be clearly stated;

(2) inclusion of a clear and conspicuous disclosure that such agreement becomes a legally binding instrument upon written acceptance of the student by the school unless canceled pursuant to section 141.271;

(3) must contain the school's cancellation and refund policy which shall be clearly and conspicuously entitled, "Buyer's Right to Cancel";

(4) the total cost of the course including tuition and all other charges shall be clearly stated;

(5) the name and description of the course, including the number of hours or credits of classroom instruction and/or home study lessons shall be included;

(6) no contract or agreement shall contain a wage assignment provision and/or a confession of judgment clause;

(7) each contract or enrollment agreement shall contain a clear and conspicuous explanation of the form and means of notice the student should use in the event the student elects to cancel the contract or sale, the effective date of cancellation, and the name and address of the seller to which the notice should be sent or delivered; and

(h) that there has been no adjudication of fraud or misrepresentation in any criminal, civil, or administrative proceeding in any jurisdiction against the school or its owner, officers, agents, or sponsoring organization.

**Subd. 8. Fees and terms of license.** (a) Applications for initial license under sections 141.21 to 141.36 shall be accompanied by a nonrefundable application fee established by the office that is sufficient to recover, but not exceed, its administrative costs.

(b) All licenses shall expire one year from the date issued by the office. Each renewal application shall be accompanied by a nonrefundable renewal fee established by the office that is sufficient to recover, but does not exceed, its administrative costs.

(c) Application for renewal of license shall be made at least 30 days before the expiration of the school's current license. Each renewal form shall be supplied by the office. It shall not be necessary for an applicant to supply all information required in the initial application at the time of renewal unless requested by the office.

**Subd. 9. Catalog or brochure.** Before a license is issued to a school, other than one which offers exclusively a correspondence course of instruction, the school shall furnish to the office a catalog or brochure containing the following:

- (1) identifying data, such as volume number and date of publication;
- (2) name and address of the school and its governing body and officials;
- (3) a calendar of the school showing legal holidays, beginning and ending dates of each course quarter, term, or semester, and other important dates;
- (4) school policy and regulations on enrollment including dates and specific entrance requirements for each course;
- (5) school policy and regulations about leave, absences, class cuts, make-up work, tardiness, and interruptions for unsatisfactory attendance;
- (6) school policy and regulations about standards of progress for the student including the grading system of the school, the minimum grades considered satisfactory, conditions for interruption for unsatisfactory grades or progress, a description of any probationary period allowed by the school, and conditions of reentrance for those dismissed for unsatisfactory progress;
- (7) school policy and regulations about student conduct and conditions for dismissal for unsatisfactory conduct;
- (8) detailed schedule of fees, charges for tuition, books, supplies, tools, student activities, laboratory fees, service charges, rentals, deposits, and all other charges;
- (9) policy and regulations, including an explanation of section 141.271, about refunding tuition, fees, and other charges if the student does not enter the course, withdraws, or is discontinued;
- (10) a description of the available facilities and equipment;
- (11) a course outline for each course offered showing course objectives, subjects or units in the course, type of work or skill to be learned, and approximate time, hours, or credits to be spent on each subject or unit; and
- (12) policy and regulations about granting credit for previous education and training.

**Subd. 9a. Correspondence catalog.** Before a license is issued to a school exclusively offering a correspondence course of instruction, the school shall furnish to the office a catalog or brochure containing the following:

- (1) school policy and regulations about standards of progress for the student including the grading system of the school, the minimum grades considered satisfactory, conditions for interruption for unsatisfactory grades or progress, a description of any probationary period allowed by the school, and conditions of reenrollment for those students terminated for unsatisfactory progress;
- (2) a course outline for each course offered showing course objectives, subjects or units in each lesson of the course, type of work or skill to be learned, and the total number of lessons for each course of instruction; and
- (3) all items listed in subdivision 9, except items in clauses (3) and (5).

**Subd. 9b. Delivery of catalog.** A school or its agent shall deliver the catalog or brochure required in subdivisions 9 and 9a to each prospective student in such time or manner as to provide the prospective student ample opportunity to read the catalog or brochure before signing any contract or enrollment agreement or before being accepted by a school which does not utilize a written contract or enrollment agreement.

**Subd. 10. Placement records.** (a) Before a license is issued to a school that offers, advertises or implies a placement service, the school shall file with the office for the past year

and thereafter at reasonable intervals determined by the office, a certified copy of the school's placement record, containing a list of graduates, a description of their job, name of their employer, and other information as the office may prescribe.

(b) Each school that offers a placement service shall furnish to each prospective student, prior to enrollment, written information concerning the percentage of the previous year's graduates who were placed in the occupation for which trained.

**Subd. 11. Contracts.** Immediately upon signing of the enrollment agreement or the contract by the prospective student the school or agent thereof shall furnish to the prospective student an exact duplicate copy of such enrollment agreement or contract.

**Subd. 12. Permanent records.** Before a license is issued to a school, each school located in Minnesota shall maintain permanent records for all students enrolled at any time. Each school offering a correspondence course of instruction to a student located in Minnesota shall maintain permanent records for Minnesota students enrolled at any time. Records include school transcripts, documents, and files containing student data about academic credits earned, courses completed, grades awarded, degrees awarded, and periods of attendance. To preserve permanent records, a school shall submit a plan that meets the following requirements:

(a) at least one copy of the records must be held in a secure depository;

(b) an appropriate official must be designated to provide a student with copies of records or a transcript upon request;

(c) an alternative method of complying with paragraphs (a) and (b) must be established if the school ceases to exist; and

(d) a continuous surety bond must be filed with the office in an amount not to exceed \$20,000 if the school has no binding agreement for preserving student records or a trust must be arranged if the school ceases to exist.

**History:** 1969 c 866 s 5; 1971 c 781 s 1,2; 1973 c 714 s 3-9; 1980 c 559 s 1; 1Sp1985 c 11 s 67-70; 1986 c 444; 1989 c 329 art 12 s 4; 1990 c 562 art 3 s 9,10; 1991 c 265 art 8 s 10; 1992 c 513 art 1 s 27; 1Sp1993 c 2 art 2 s 21; 1995 c 212 art 3 s 43,59; 1996 c 366 s 2

#### 141.26 PERMITS FOR SOLICITORS.

**Subdivision 1. Required.** A solicitor representing a school must obtain a solicitor's permit from the office before soliciting students to enroll in such school. Such permit shall expire one year following the date of issuance. Application for renewal of permit shall be made annually.

**Subd. 2. Application for permit.** (a) The application for the permit shall state the full name, address, previous employment, and such other information concerning the solicitor applicant as the office may require.

(b) The application shall have attached to it a certified affidavit signed by a school official and the solicitor attesting to the fact that the applicant has been furnished a copy, has read and has knowledge of the provisions of this chapter and Minnesota Rules, parts 3530.6500 to 3530.7800.

**Subd. 3. Refusal of permit.** No permit shall be issued to any solicitor unless such solicitor files with the office a continuous corporate surety bond in the sum of \$2,000 conditioned upon the faithful performance of all contracts and agreements with the students made by the solicitor. Such bonds shall run to the state of Minnesota and to any person who may have cause of action against the applicant arising at any time after the bond is filed and before it is canceled for breach of any contract or agreement made by the solicitor with any student. The aggregate liability of the surety for all breaches of the conditions of the bond shall not exceed the principal sum of \$2,000. The surety of any such bond may cancel it upon giving 60 days' notice in writing to the office and shall be relieved of liability for any breach of condition occurring after the effective date of cancellation. In lieu of bond, the solicitor may deposit with the state treasurer the sum of \$2,000.

**Subd. 4. Additional permits.** A solicitor representing more than one school must obtain a separate permit for each school represented; however when a solicitor represents schools having a common ownership, only one permit shall be required.

Subd. 5. **Fee.** The initial and renewal application for each permit shall be accompanied by a nonrefundable fee as established by the office.

Subd. 6. **Contract; validity.** Any contract entered into by a solicitor for a licensed school shall be unenforceable in any action brought thereon if the solicitor does not hold a valid permit as required by this section.

**History:** 1969 c 866 s 6; 1971 c 781 s 3; 1973 c 714 s 10,11; 1Sp1985 c 11 s 71,72; 1989 c 329 art 12 s 5; 1991 c 265 art 8 s 11; 1992 c 513 art 1 s 27; 1Sp1993 c 2 art 2 s 22,23; 1995 c 212 art 3 s 59; 1996 c 366 s 3

141.27 [Repealed, 1973 c 714 s 21]

#### 141.271 REFUNDS.

Subdivision 1. **Notice of acceptance or rejection; right to refund.** Every school shall notify each student, in writing, of acceptance or rejection. In the event that the student is rejected by the school, all tuition, fees and other charges shall be refunded.

Subd. 2. **Schools using written contracts.** (a) Notwithstanding anything to the contrary, every school which utilizes a written contract or enrollment agreement shall refund all tuition, fees and other charges paid by a student, if the student gives written notice of cancellation within five business days after the day on which the contract was executed regardless of whether the course of instruction has started.

(b) With respect to those schools utilizing a written contract or enrollment agreement, when a student has been accepted by the school and has entered into a contractual agreement with the school and gives written notice of cancellation following the fifth business day after the date of execution of contract, but before the start of the course of instruction in the case of resident schools, or before the first lesson has been serviced by the school in the case of correspondence (home study) schools, all tuition, fees and other charges, except 15 percent of the total cost of the course but not to exceed \$50, shall be refunded to the student.

Subd. 3. **Schools not using written contracts.** (a) Notwithstanding anything to the contrary, every school which does not utilize a written contract or enrollment agreement shall refund all tuition, fees and other charges paid by a student if the student gives written notice of cancellation within five business days after the day on which the student is accepted by the school regardless of whether the course of instruction has started.

(b) With respect to those schools not utilizing a written contract or enrollment agreement, when a student has been accepted by the school and gives written notice of cancellation following the fifth business day after the day of acceptance by the school, but before the start of the course of instruction, in the case of resident schools, or before the first lesson has been serviced by the school, in the case of correspondence (home study) schools, all tuition, fees and other charges, except 15 percent of the total cost of the course but not to exceed \$50, shall be refunded to the student.

Subd. 4. **Resident schools.** With respect to all schools offering a resident course of instruction, when a student has been accepted by the school and gives written notice of cancellation after the start of the period of instruction for which the student has been charged, but before completion of 75 percent of the period of instruction for which the student has been charged, the amount charged for tuition, fees and all other charges for the completed portion of the period of instruction for which the student has been charged shall not exceed the pro rata portion of the total charges for tuition, fees and all other charges that the length of the completed portion of the period of instruction for which the student has been charged bears to its total length, plus 25 percent of the total cost of the period of instruction for which the student has been charged but not to exceed \$100. After completion of 75 percent of the period of instruction for which the student has been charged, no refunds are required.

Subd. 5. **Correspondence home study schools.** With respect to all schools offering a correspondence (home study) course of instruction, when a student has been accepted by the school and gives written notice of cancellation after the first lesson has been completed by the student and serviced by the school, but before completion of 75 percent of the course of instruction, the amount charged for tuition, fees and all other charges for the completed lessons shall not exceed the pro rata portion of the total charges for tuition, fees and all other

charges that the number of lessons completed by the student bears to the total number of lessons offered, plus 25 percent of the total cost of the course but not to exceed \$75. After completion of 75 percent of the course of instruction, no refunds are required.

**Subd. 6. Combination correspondence–resident schools.** With respect to all schools offering a combination correspondence (home study)–resident course of instruction, when a student has been accepted by the school and gives written notice of cancellation after the start of the course of instruction or after the first lesson has been completed by the student and serviced by the school, whichever phase comes first, the school shall refund all tuition, fees and other charges as provided for in subdivision 4 if cancellation occurs during the resident portion, and as provided for in subdivision 5 if cancellation occurs during the correspondence portion; provided that, if the cancellation occurs before the student has commenced one of the phases, the price of that phase shall not be considered in making the proration and the student shall be entitled to a full refund of the price thereof. Conversely, if the student has completed a phase of the course before cancellation, the price thereof may be retained by the school provided that the total tuition, fees and other charges for each phase have been stated separately in the school's catalog and contract or enrollment agreement.

**Subd. 7. Equipment and supplies.** The fair market retail price, if separately stated in the catalog and contract or enrollment agreement, of equipment or supplies furnished to the student, which the student fails to return in condition suitable for resale within ten business days following cancellation may be retained by the school and may be deducted from the total cost for tuition, fees and all other charges when computing refunds.

An overstatement of the fair market retail price of any equipment or supplies furnished the student shall be considered inconsistent with this provision.

**Subd. 8. Time of refund.** Each school shall acknowledge in writing any valid notice of cancellation within ten business days after the receipt of such notice and within 30 business days shall refund to the student any amounts due and arrange for termination of the student's obligation to pay any sum in excess of that due under the cancellation and refund policy.

**Subd. 9. Limitation.** A school cannot make its refund policy conditional upon compliance with the school's regulations or rules of conduct.

**Subd. 10. Cancellation occurrence.** Written notice of cancellation shall take place on the date the letter of cancellation is postmarked or, in the cases where the notice is hand carried, it shall occur on the date the notice is delivered to the school.

**Subd. 11. Date of execution.** The date of execution of the contract or enrollment agreement shall be presumed to be the date of delivery of the notice of acceptance; and if delivered by mail, the postmark date of the letter of acceptance.

**Subd. 12. Instrument not to be negotiated.** No school shall negotiate any promissory instrument received as payment of tuition or other charge prior to completion of 50 percent of the course of instruction. Prior to such time, such instruments may be transferred by assignment to purchasers who shall be subject to all defenses available against the school named as payee.

**Subd. 13. Cancellation of enrollment.** If a student's enrollment in a school is canceled for any reason, the school shall notify any agency known to the school to be providing financial aid to the student of the cancellation within 30 days.

**History:** 1973 c 714 s 12; 1980 c 559 s 2,3; 1986 c 444; 1996 c 366 s 4

## 141.28 PROHIBITIONS.

**Subdivision 1. Not to advertise state approval.** Schools, agents of schools, and solicitors may not advertise or represent in writing or orally that such school is approved or accredited by the state of Minnesota, except that any school, agent, or solicitor may advertise that the school and solicitor have been duly licensed by the state.

**Subd. 2. Unlawful designation.** No school organized after November 15, 1969, shall apply to itself either as a part of its name or in any other manner the designation of "college" or "university" unless such school applies for and receives certification from the office that it meets appropriate standards and is entitled to such designation. Operating schools now using such designation may continue use thereof.

**Subd. 3. False statements.** No school, agent, or solicitor shall make, or cause to be made, any statement or representation, oral, written or visual, in connection with the offering or publicizing of a course, if such school, agent or solicitor knows or reasonably should have known the statement or representation to be false, fraudulent, deceptive, substantially inaccurate or misleading.

**Subd. 4. Acceptance of contracts.** No school shall accept contracts, enrollment agreements or enrollment applications from an agent or solicitor who does not have a current permit.

**Subd. 5. Improbable course completion or employment.** No school, agent or solicitor shall enroll a prospective student when it is obvious that the prospective student is unlikely to successfully complete a course of instruction or is unlikely to qualify for employment in the vocation or field for which the training is designed unless this fact is affirmatively disclosed to the prospective student. If a prospective student expresses a desire to enroll after such disclosure, a disclaimer may be obtained by the school. Such disclaimer shall be signed by the student and shall state substantially as follows: "I am fully aware that it is unlikely I will be able to successfully complete the course of instruction" and/or "I am fully aware of the improbability or impossibility that I will qualify for employment in the vocation or field for which the course was designed."

**History:** 1969 c 866 s 8; 1973 c 714 s 13-15; 1Sp1985 c 11 s 73; 1986 c 444; 1992 c 513 art 1 s 27; 1995 c 212 art 3 s 59

#### 141.29 REVOCATION OF LICENSE OR PERMIT.

**Subdivision 1. Grounds.** The office may, after notice and upon providing an opportunity for a hearing, pursuant to chapter 14 if requested by the parties adversely affected, refuse to issue, refuse to renew, revoke, or suspend any license or solicitor's permit for any one or any combination of the following grounds:

(a) Violation of any provisions of sections 141.21 to 141.36 or any rule promulgated by the office;

(b) Furnishing to the office false, misleading, or incomplete information;

(c) Presenting to prospective students information relating to the school which is false, fraudulent, deceptive, substantially inaccurate or misleading;

(d) Refusal to allow reasonable inspection or supply reasonable information after written request therefor by the office;

(e) The existence of any circumstance which would be grounds for the refusal of an initial or renewal license under section 141.25.

**Subd. 2. Appeal.** Any order refusing, revoking, or suspending a school's license or a solicitor's permit is appealable in accordance with chapter 14. Where a school has been operating and its license has been revoked, suspended, or refused by the office, the order is not effective until the final determination of the appeal unless immediate effect is ordered by the court.

**Subd. 3. Powers and duties.** The office shall have (in addition to the powers and duties now vested therein by law) the following powers and duties:

(a) To negotiate and enter into interstate reciprocity agreements with similar agencies in other states, if in the judgment of the office such agreements are or will be helpful in effectuating the purposes of Laws 1973, Chapter 714;

(b) To grant conditional school license for periods of less than one year if in the judgment of the office correctable deficiencies exist at the time of application and when refusal to issue school license would adversely affect currently enrolled students;

(c) The office may upon its own motion, and shall upon the verified complaint in writing of any person setting forth fact which, if proved, would constitute grounds for refusal or revocation under Laws 1973, Chapter 714, investigate the actions of any applicant or any person or persons holding or claiming to hold a license or permit. However, before proceeding to a hearing on the question of whether a license or permit shall be refused, revoked or suspended for any cause enumerated in subdivision 1, the office may grant a reasonable time to the holder of or applicant for a license or permit to correct the situation. If within such time



the situation is corrected and the school is in compliance with the provisions of this chapter, no further action leading to refusal, revocation, or suspension shall be taken.

**History:** 1969 c 866 s 9; 1973 c 714 s 16,17; 1982 c 424 s 130; 1983 c 247 s 61; 1985 c 248 s 70; 1986 c 444; 1992 c 513 art 1 s 27; 1995 c 212 art 3 s 59; 1996 c 366 s 5

### 141.30 INSPECTION.

(a) The office or a delegate may inspect the instructional books and records, classrooms, dormitories, tools, equipment and classes of any school or applicant for license at any reasonable time. The office may require the submission of a certified public audit, or if there is no such audit available the office or a delegate may inspect the financial books and records of the school. In no event shall such financial information be used by the office to regulate or set the tuition or fees charged by the school.

(b) No agent or employee of the state of Minnesota shall divulge to any person other than a member of the office, or duly constituted law enforcement official, any data obtained from an inspection of the financial records of a school, except in connection with a legal or administrative proceeding commenced to enforce a requirement of law.

**History:** 1969 c 866 s 10; 1973 c 714 s 18; 1986 c 444; 1992 c 513 art 1 s 27; 1995 c 212 art 3 s 59

### 141.31 INJUNCTION.

Upon application of the attorney general the district courts shall have jurisdiction to enjoin any violation of sections 141.21 to 141.36.

**History:** 1969 c 866 s 11

### 141.32 PENALTY.

Violation of any provisions of this chapter shall be a misdemeanor. Each day's failure to comply with this chapter shall be a separate violation.

**History:** 1969 c 866 s 12; 1971 c 23 s 13; 1973 c 714 s 19; 1Sp1985 c 11 s 74

**141.33** [Repealed, 1996 c 310 s 1]

**141.34** [Repealed, 1996 c 310 s 1]

### 141.35 EXEMPTIONS.

None of the provisions of sections 141.21 to 141.36 shall apply to the following:

(a) colleges authorized by the laws of Minnesota or of any other state or foreign country to grant degrees;

(b) schools of nursing accredited by the state board of nursing or an equivalent public board of another state or foreign country;

(c) public schools as defined in section 120.05;

(d) private schools complying with the requirements of section 120.101, subdivision 2;

(e) private and parochial nonprofit schools exempt from taxation under the constitution of Minnesota;

(f) courses taught to students in a valid apprenticeship program taught by or required by a trade union;

(g) schools exclusively engaged in training physically or mentally handicapped persons for the state of Minnesota;

(h) schools now or hereafter licensed by boards authorized under Minnesota law to issue such licenses;

(i) schools and educational programs, or training programs, conducted by persons, firms, corporations, or associations, for the training of their own employees, for which no fee is charged the employee;

(j) schools engaged exclusively in the teaching of purely avocational, recreational, or remedial subjects as determined by the office. Private schools teaching a method or procedure to increase the speed with which a student reads are not within this exemption;

(k) driver training schools and instructors as defined in section 171.33, subdivisions 1 and 2;

(l) classes, courses, or programs conducted by a bona fide trade, professional, or fraternal organization, solely for that organization's membership;

(m) courses of instruction in the fine arts provided by organizations exempt from taxation pursuant to section 290.05 and registered with the attorney general pursuant to chapter 309. "Fine arts" means activities resulting in artistic creation or artistic performance of works of the imagination which are engaged in for the primary purpose of creative expression rather than commercial sale or employment. In making this determination the office may seek the advice and recommendation of the Minnesota board of the arts;

(n) classes, courses, or programs intended to fulfill the continuing education requirements for licensure or certification in a profession, which classes, courses, or programs have been approved by a legislatively or judicially established board or agency responsible for regulating the practice of the profession, and which are offered primarily to a person who currently practices the profession;

(o) classes, courses, or programs intended to prepare students to sit for undergraduate, graduate, postgraduate, or occupational licensing and occupational entrance examinations;

(p) classes, courses, or programs of a seminar nature providing 16 or fewer hours of instruction that are not part of the curriculum for an occupation or are not intended to prepare a person for entry level employment;

(q) classes, courses, or programs of a seminar nature providing instruction in personal development, modeling, or acting; and

(r) training or instructional programs, in which one instructor teaches an individual student, that are not part of the curriculum for an occupation or are not intended to prepare a person for entry level employment.

**History:** 1969 c 866 s 15; 1973 c 714 s 20; 1977 c 59 s 1; 1980 c 559 s 4; 1989 c 209 art 1 s 13; art 2 s 1; 1990 c 562 art 3 s 11; 1992 c 513 art 1 s 27; 1995 c 212 art 3 s 59

### 141.36 PUBLIC POLICY.

It shall be the public policy of the state to protect all persons and schools covered by sections 141.21 to 141.36 from unfounded charges, complaints or harassment, and to protect the interests of prospective and enrolled students and to inform the public by the dissemination of public information regarding private business, trade, and correspondence schools licensed pursuant to this chapter, provided that data obtained pursuant to section 141.30 shall not be divulged except as therein provided.

**History:** 1969 c 866 s 18; 1977 c 449 s 18