

TEXAS WORKFORCE COMMISSION
Career Schools and Colleges
Cancellation and Refund Policy for Residence Schools Not Taking Attendance

CANCELLATION POLICY

A full refund will be made to any student who cancels the enrollment contract within 72 hours (until midnight of the third day excluding Saturdays, Sundays and legal holidays) after the enrollment contract is signed and a tour of the facilities and inspection of the equipment is made by the prospective student.

REFUND POLICY

1. Refund computations will be based on scheduled clock hours of classes through the last documented day of an academically related activity. Leaves of absence, suspensions, and school holidays will not be counted as part of the scheduled classes.
2. The effective date of termination for refund purposes will be the earliest of the following:
 - (a) The date of termination, if the student is terminated by the school;
 - (b) The date of receipt of written notice from the student; or
 - (c) the first of the following dates when the student's participation in an academically related activity cannot be documented: at the end of the first week of each academic term, at the end of the first month of each academic term, at the midpoint of each academic term, and at the end of each academic term..
3. If tuition and fees are collected in advance of entrance, and if after expiration of the 72 hour cancellation privilege the student does not enter school, not more than \$100 shall be retained by the school.
4. If the student who enters a residence or synchronous distance education course of not more than 12 months in length terminates or withdraws after the expiration of the 72 hour cancellation privilege, the school may retain \$100 of the tuition and fees and the minimum refund of the remaining tuition and fees will be:
 - (a) During the first week or one-tenth of the course, whichever is less, 90 percent of the remaining tuition and fees;
 - (b) After the first week or one-tenth of the course, whichever is less, but within the first three weeks or one-fifth of the course, whichever is less, 80 percent of the remaining tuition and fees;
 - (c) After the first three weeks or one-fifth of the course, whichever is less, but within the first quarter of the course, 75 percent of the remaining tuition and fees;
 - (d) During the second quarter of the course, 50 percent of the remaining tuition and fees;
 - (e) During the third quarter of the course, 10 percent of the remaining tuition and fees; or
 - (f) During the last quarter of the course, the student may be considered obligated for the full tuition and fees.
5. The student will not be required to purchase instructional supplies, books and tools until such time as these materials are required. Once these materials are purchased, no refund will be made.
6. For residence or synchronous distance education courses more than 12 months in length, the refund shall be applied for each 12 month period paid, or part thereof, separately.
7. The length of a course for purposes of calculating refunds owed, is the shortest scheduled time period in which the course may be completed by continuous attendance of a full-time student;
8. A full refund of all tuition and fees is due and refundable in each of the following cases:
 - (a) An enrollee is not accepted by the school;
 - (b) If the course of instruction is discontinued by the school and this prevents the student from completing the course; or
 - (c) If the student's enrollment was procured as a result of any misrepresentation in advertising, promotional materials of the school, or representations by the owner or representatives of the school.

9. REFUND POLICY FOR STUDENTS CALLED TO ACTIVE MILITARY SERVICE.

A student of the school or college who withdraws from the school or college as a result of the student being called to active duty in a military service of the United States or the Texas National Guard may elect one of the following options for each program in which the student is enrolled:

- (a) if tuition and fees are collected in advance of the withdrawal, a pro rata refund of any tuition, fees, or other charges paid by the student for the program and a cancellation of any unpaid tuition, fees, or other charges owed by the student for the portion of the program the student does not complete following withdrawal;
- (b) a grade of incomplete with the designation "withdrawn-military" for the courses in the program, other than courses for which the student has previously received a grade on the student's transcript, and the right to re-enroll in the program, or a substantially equivalent program if that program is no longer available, not later than the first anniversary of the date the student is discharged from active military duty without payment of additional tuition, fees, or other charges for the program other than any previously unpaid balance of the original tuition, fees, and charges for books for the program;
- (c) the assignment of an appropriate final grade or credit for the courses in the program, but only if the instructor or instructors of the program determine that the student has:
 - (1) satisfactorily completed at least 90 percent of the required coursework for the program; and
 - (2) demonstrated sufficient mastery of the program material to receive credit for completing the program.

10. Refunds will be totally consummated within 60 days after the effective date of termination.

Completed forms, inquiries, or corrections to the individual information contained in this form shall be sent to the TWC Career Schools and Colleges, 101 East 15th Street, Room 104T, Austin, Texas 78778-0001, (512) 936-3100. Individuals may receive and review information that TWC collects about the individual by emailing to open.records@twc.state.tx.us or writing to TWC Open Records, 101 E. 15th St., Rm. 266, Austin, TX 78778-0001.
