Cancellation and Refund Policy for Residence Schools Not Taking Attendance – Vocational Programs

Texas Workforce Commission – Career Schools and Colleges

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. If the student is not scheduled for three class days during the first week, a full refund will be made to any student who cancels enrollment within the student's first three scheduled class days, except that the school may retain not more than $100 in any administrative fees charged and items of extra expense that are necessary for the portion of the program attended and stated separately on the enrollment agreement.

REFUND POLICY

1. The student is not required to pay tuition during the first week of the program.

2. Refund computations will be based on scheduled course time 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.
3. 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.
4. 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 in any administrative fees charged shall be retained by the school for the entire residence program or synchronous distance education course.
5. If a student enters a residence or synchronous distance education program and withdraws or is otherwise terminated, the school or college may retain not more than $100 in administrative fees charged for the entire program. The minimum refund of the remaining tuition and fees will be the pro rata portion of tuition, fees, and other charges that the number of hours remaining in the portion of the course or program for which the student has been charged after the effective date of termination bears to the total number of hours in the portion of the course or program for which the student has been charged, except that a student may not collect a refund if the student has completed 75 percent or more of the total number of hours in the portion of the program for which the student has been charged on the effective date of termination. [1]
6. Refunds for items of extra expense to the student, such as books, tools, or other supplies should be handled separately from refund of tuition and other academic fees. 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. For full refunds, the school can withhold costs for these types of items from the refund as long as they were necessary for the portion of the program attended and separately stated in the enrollment agreement. Any such items not required for the portion of the program attended must be included in the refund.

[1] More simply, the refund is based on the precise number of course time hours the student has paid for, but not yet used, at the point of termination, up to the 75% completion mark, after which no refund is due. Form CSC-1040R-NA provides the precise calculation.

7. A student who withdraws for a reason unrelated to the student's academic status after the 75 percent completion mark and requests a grade at the time of withdrawal shall be given a grade of "incomplete" and permitted to re-enroll in the course or program during the 12-month period following the date the student withdrew without payment of additional tuition for that portion of the course or program.

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.

   A full or partial refund may also be due in other circumstances of program deficiencies or violations of requirements for career schools and colleges.

REFUND POLICY FOR STUDENTS CALLED TO ACTIVE MILITARY SERVICE

9. 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; or
   (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. The payment of refunds will be totally completed such that the refund instrument has been negotiated or credited into the proper account(s) 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 226T, 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.