



# Enrollment Agreement

2545 E. 11<sup>th</sup> Street  
Tulsa, OK 74104  
Phone: (918) 587-6789

I, \_\_\_\_\_, hereby enroll in Tulsa Welding School (TWS) as a student in the Professional Welder program, in the  7:30 AM – 12:30 PM,  1:00 PM – 6:00 PM, or  6:30 PM – 11:30 PM class session for a period of 30 weeks which contains 10 phase term courses and 25 academic semester credit hours of instruction, beginning on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. The earliest projected graduation date from this program is \_\_\_\_\_.

TWS agrees that when the undersigned student has completed all the requirements of the program of training herein named in a satisfactory manner and complied with graduation requirements, as prescribed in the School Catalog and applicable Catalog Addendum, a Diploma certifying satisfactory completion of the program will be issued to the student. The undersigned student agrees to pay tuition and charges as outlined below.

A student's period of enrollment is the entire training program. Tuition and charges are made for the entire training program. A student who does not begin training on the assigned start date and desires to begin training at a later start date must sign another Enrollment Agreement with the revised start date and pay an additional \$25 registration fee. Both registration fees are not credited toward tuition. If for some unforeseen circumstances, the school is unable to accommodate the student at the date and time specified in the enrollment agreement, the student has the option of the refund of any monies paid, or of entering the next available class.

Tuition and charges for the Professional Welder program are outlined below.

Tuition	\$17,337	Total Program Cost	\$ _____
Registration Fee	50	Less Down Payments	\$ ( _____ )
Lab Fees	1,765	Balance Owed TWS	\$ _____
Course Materials/Textbooks	216	Student proposed method of payment:	_____
Gear Package	760		
Accident Insurance	252		
<b>Total Program Cost</b>	<b>\$20,380</b>		

*For installment payments, refer to your Retail Installment Contract.*

If a student receives proficiency or transfer credit and advances beyond Phase 101, the student is required to pay both costs for Books & Welding Gear (as required by TWS) as well as Accident Insurance. TWS does not guarantee that credit earned will transfer to another institution.

TWS assists students and graduates in finding jobs, but cannot guarantee a job to anyone.

TWS has the right to make revisions or improvements in its programs of training, which it may deem necessary, with the understanding that such changes will not involve additional tuition cost to the student.

Course repeats are subject to course availability. A student is permitted to retake only one course for any reason at no additional charge if they maintain at least an 85% attendance rate during this first course retake. Upon a second or subsequent retake; or if a student does not achieve an 85% attendance rate, the student will incur a charge of \$300 for each course retake.

If your home state at the time of enrollment is different from the state in which the campus is located, please note that there may be a state-specific Enrollment Agreement Amendment that you must sign. This form will be provided to you upon enrollment by the appropriate school official.

The Enrollment Agreement does not become binding on either party hereto until signed by both parties and accepted by:

Tulsa Welding School 2545 E. 11<sup>th</sup> Street Tulsa, Oklahoma 74104

## ADVERTISING & CELL PHONE TEXTING PERMISSION/RELEASE

I  do  do not hereby consent to Tulsa Welding School for use of photographs, both still and motion, and that all recordings, filmed or taped may be used by Tulsa Welding Schools, its agents, representatives, or assigns, for publicity, promotion, and advertising purposes. I further understand and agree that all such photographs and recordings and that any and all productions thereof are and shall remain the property of Tulsa Welding School, its representatives, agents or assigns. I waive any right to inspect or approve the finished product, including written copy that may be created in connection therewith. I have read this release and am fully familiar with its contents.

I  do  do not hereby consent to allow Tulsa Welding School to contact my cell phone via text message for school-related purposes.

Cell Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_ Cell Phone Carrier: \_\_\_\_\_

**I, We, or either of us, do hereby certify that we have carefully read, understood, and received a copy of this Enrollment Agreement and accept this Enrollment Agreement under the terms and conditions set forth herein. Furthermore, a School Catalog and applicable Catalog Addendum, and a copy of the Arbitration Agreement, if applicable, were provided prior to signing this Enrollment Agreement. By signing below I, We, or either of us, also agree to the Admissions Requirements as listed in the aforementioned School Catalog.**

Student Name _____	Date of Birth _____	Parent or Guardian Signature _____	Date _____
Social Security Number _____	(Area Code) Home Telephone _____	Parent or Guardian Name _____	
Address _____	Email Address _____	Address _____	
City and State _____	Student Signature _____	City & State _____	
Zip Code _____	Date _____	Zip Code _____	

As an authorized representative of Tulsa Welding School, I have interviewed the applicant and certify that in my judgment the applicant meets the requirements and standards of the school and recommend his or her acceptance as a student. I further state that I have made no verbal statements or promises which are contrary to the terms set forth in this application.

School Representative (Printed Name) \_\_\_\_\_ School Representative (Signature) \_\_\_\_\_ Date \_\_\_\_\_

THE TERMS AND CONDITIONS OF THIS ENROLLMENT AGREEMENT ARE NOT SUBJECT TO AMENDMENT OR MODIFICATION BY ORAL AGREEMENT. THIS AGREEMENT DOES NOT CONSTITUTE A CONTRACT FOR TRAINING UNTIL IT HAS BEEN APPROVED BY AN AUTHORIZED SCHOOL OFFICIAL. SHOULD APPROVAL NOT BE GRANTED, THE TUITION OR PARTIAL TUITION, AS THE CASE MAY BE, WILL BE REFUNDED IMMEDIATELY AND IN FULL.

Accepted

Rejected Reason: \_\_\_\_\_

Authorized School Official (Printed Name) \_\_\_\_\_ Authorized School Official (Signature) \_\_\_\_\_ Acceptance Date \_\_\_\_\_

**(Agreement continued on reverse side)**

SCHOOL CATALOG PUBLISHED FEBRUARY 2018 IS INCORPORATED AS PART OF THIS ENROLLMENT AGREEMENT.

# TULSA WELDING SCHOOL (TWS)

## General Provisions, Cancellation Policy, and Refund Policy

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### GENERAL PROVISIONS AND CONDITIONS

No applicants shall be rejected from admission to Tulsa Welding School on the basis of race, color, sex, age or national origin, or be subjected to discrimination in any activity, based on the above, while attending the school. TWS shall comply with and enforce the terms of all titles of the U.S. Code, pertaining to all of the aforementioned.

TWS reserves the right to terminate a student's training from TWS, for any of the following reasons: (1) Student's failure to meet satisfactory academic progress and/or attendance requirements of the program; (2) Failure to take care of financial obligations as agreed; (3) For actions that, in the opinion of the Administrative Staff, disrupt a TWS program, or reflect adversely in any way upon TWS; (4) Violating any of the conditions as set forth and agreed to in the Enrollment Agreement; (5) Failure to return from a Leave of Absence; and/or (6) After 14 consecutive calendar days of no attendance and no contact from the student. If a student (Buyer) is dismissed or terminated by TWS (Seller), refund of any prepaid tuition will be handled as set out in Student's (Buyer's) Right to Cancel and Refund Policy (See reverse side for Refund Policy).

Arbitration: TWS and the student (and the student's parent, guardian, and/or co-signer) agree to be bound by the Agreement to Binding Individual Arbitration and Waiver of Jury Trial ("Arbitration Agreement"), which is incorporated by reference into this Enrollment Agreement as if fully set forth herein. I (or we) understand and agree that by entering into the Arbitration Agreement, I (or we) and TWS will each be required to submit claims to binding arbitration in accordance with the Arbitration Agreement, and that I (or we) and TWS are each waiving the right to a trial by jury or to otherwise litigate in court, or to participate in a class action, with respect to any such claim. I (or we) received and read a copy of the Arbitration Agreement prior to signing this Enrollment Agreement.

A student canceling enrollment at any time before commencement of classes shall be refunded as follows:

- A. **Three-Day Cancellation:** An applicant who provides written notice mailed/delivered to the President of TWS at the institution address stated herein of cancellation within three days (excluding Saturday, Sunday and federal or state holidays) of signing an enrollment agreement is entitled to a refund of all monies paid. No later than 30 days of receiving the notice of cancellation, the school shall provide the 100% refund.
- B. Students who have not visited the TWS campus before enrollment have the right to withdraw or cancel without penalty and receive a full refund of all monies paid, within three (3) business days following either attendance at a regularly scheduled orientation or following a tour of the TWS campus and inspection of equipment. If TWS rejects an applicant's enrollment, all monies received by TWS shall be refunded.
- C. If you cancel your enrollment and more than three (3) business days have elapsed since you signed your Enrollment Agreement, attended orientation, or have taken a tour of the TWS campus and inspected equipment, but you have not yet begun training classes, then you shall receive a refund of all monies paid except the registration fee(s), not to exceed \$150.
- D. Any student who officially or unofficially withdraws from school within the first 3 days of scheduled classes after the official start date of the program will not be considered to have started school and shall receive a refund of all monies paid except the registration fee(s).

If you should find it necessary to discontinue or withdraw from your program before graduation, you should notify the Director of Training or Student Advisor to officially withdraw. Once you begin your training instruction, if you withdraw with or without notice, your termination date is your last date of attendance. If a student is absent fourteen (14) consecutive calendar days without notice, he/she will be considered withdrawn from the program. The following refund policy applies to students who terminate training prior to graduation. Examples of refund policy applications are available for your review in the Financial Aid Department. In certain rare cases, you may be entitled to a late disbursement of Pell grant if you were eligible for this disbursement at the time of your withdrawal.

There shall be no refund made for books and welding gear, once received by a student, unless it is returned in resalable condition. The refund calculation which follows applies only to tuition, lab fees, and accident insurance.

The school will compute the Oklahoma State Refund Policy, as well as any other required state refund policies as required by the specific state guidelines and as outlined in the catalog and associated amendments. Additionally, the institution will calculate the below Institutional Refund Policy and will apply the policy that is most beneficial to the student.

### TWS INSTITUTIONAL REFUND POLICY

A student who discontinues their program of enrollment once training has begun but prior to completing more than 80% of the current academic year will receive a prorated refund of tuition and certain fees that will be based on the portion of the academic year attended, up to and including, the student's last date of attendance. The academic year completion percentage utilized in calculating the refund amount is computed by dividing the number of weeks the student attempted/attended by the total number of weeks in the academic year. This academic year completion percentage is rounded up to the nearest 10% and is then multiplied by the tuition, lab fees, and accident insurance amounts as represented on the student's enrollment agreement for the academic year. Students who withdraw after completing 80% or more of the current academic year will result in the school retaining 100% of the cost of the academic year. For each academic year the student has completed, the student is responsible for those charges in full.

There shall be no refund made for books, uniforms, gear, or course materials once received by a student, unless they are returned in resalable condition. The refund calculation which follows applies only to tuition and accident insurance.

If a student's payments are by way of cash, checks, credit card(s), financial aid, agencies or other methods exceeds the amount the school may retain based upon the refund policy, a refund for this difference shall first be returned to the Federal Title IV Funding Program in the required order; then to the sponsoring agency, as required, prior to a student receiving these monies. With written permission from the student, refunds may be returned to the loan programs to reduce the student's loan debt. If monies applied to a student's account are less than the amount the school may retain, the student must make arrangements with the school's Business Office to pay this difference.

NOTE: The Federal Return of Funds Policy and the Institutional Refund Policy consist of two different calculations. The amount of Federal Funds that can be retained is based on the portion of the enrollment period completed as of the Last Date of Attendance. See Federal Return of Funds Policy for more information. Additional information regarding any required 3rd party agency refund or federal return of funds policies may be obtained from the Financial Aid Office.

Refunds due to an applicant or student will be made within thirty (30) days after cancellation or termination. Return of funds due to federal student aid (FSA) programs or other agencies will be made within the same timeframe. Exceptions to this thirty (30) day provision occur when a student does not return from either an approved leave of absence or does not begin the repeat of a phase course within a TWS program. In such situations, refunds shall be made within thirty (30) days after student withdrawal is determined. In case of a student's prolonged illness or accident, death in the family, or other circumstances that makes it impractical to complete a program, TWS shall make a settlement that is reasonable and fair to both the student and TWS.

### FEDERAL RETURN OF FUNDS UNDER THE HIGHER EDUCATION ACT AMENDMENT OF 1998

For students who received Federal financial aid funds (grants and/or loans) paid to TWS for direct educational costs and/or living expenses associated with educational attendance which are paid to a student, a portion of these funds must be returned to the Federal financial aid programs, if a student completes 60% or less of the coursework in a payment period. A payment period represents one-half of the course work in a program of enrollment. Federal financial aid is disbursed in two payment periods for every TWS training program. A program with an odd number of phase courses such as five has the first payment period made up of three phase courses with the second payment period consisting of two phase courses. Students can check with the Financial Aid Department to determine how this return of Federal funds requirement may affect them.

### OTHER INFORMATION

Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder. The student authorizes the School, the Department, and their respective agents and contractors to contact them regarding their loan request or their loan(s), including repayment of loan(s), at the current or any future number that is provided for a cellular phone or other wireless device using automated telephone dialing equipment, artificial or pre-recorded voice or text messages.