



WYOTECH ENROLLMENT AGREEMENT

1889 Venture Drive - Laramie, WY 82070
Phone: (307) 742-3776 | Fax: (307) 223-5120

www.wyotech.edu

1. STUDENT APPLICANT

LAST NAME	FIRST NAME	MIDDLE INITIAL	DATE OF BIRTH
ADDRESS	CITY	STATE	ZIP
EMAIL ADDRESS		TEL NO.	

2. EDUCATION PROGRAM

PROGRAM		PROGRAM CODE	
ACADEMIC AWARD	RE-ENTRY	UNITED STATES VETERAN OR MILITARY MEMBER?	
PROGRAM START DATE	SCHEDULED GRADUATION DATE	PERIOD COVERED BY ENROLLMENT AGREEMENT	
SEMESTER CREDIT HOURS	CLOCK HOURS	LENGTH (WEEKS)	
Session: Day Shift: 7:00am – 4:20pm – Monday – Friday Instruction is offered on-campus only in a classroom & lab setting.			

3. TUITION AND FEES

TUITION IS CHARGED BY ACADEMIC YEAR.	FIRST ACADEMIC YEAR (1200 CLOCK HOURS)	SECOND ACADEMIC YEAR (240 CLOCK HOURS)	<u>ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM</u>
Tuition	\$	\$	\$
Application Fee (Non-refundable)	\$	\$	\$
Tuition credit (-)	\$	\$	\$
<u>Total charges for the current period of attendance</u>	\$	\$	\$

Tuition is payable on the first day of class for the period of enrollment in each academic year. If the student obtains a loan to pay for an educational program, the student will have the responsibility to repay the full amount of the loan plus interest, less the amount of any refund.

I have reviewed the charges above. _____ (student's signature)

4. BOOKS, TOOLS, AND FEES: Students must pay a non-refundable \$100 application fee upon enrollment. Reference materials and required tools will be provided (loaned) to students and require a \$100 deposit prior to class start.

The deposit will be returned within 30 days of student separation from school, provided school-loaned resource materials and/or tools are returned in the same condition as received, less normal wear. The cost of lost or damaged resource materials and/or tools will be deducted from the deposit. If the losses or damages exceed the deposit, the student must pay the difference prior to separation from school.

Total required textbook cost to the student for all program courses the student plans to take is included in the tuition at a discounted rate. Students have the choice to "Opt-Out" on their enrollment agreement and purchase the required textbooks at their own expense from a source other than WyoTech. Students must have all required books by the first day of class. The following link is to the Textbook Opt-Out Information Sheet:

<https://www.wyotech.edu/enrollment/disclosures/book-list/>

After review of the above information, I choose to (*check one*):

_____ Keep the cost of required textbooks as a part of my total tuition

_____ Opt-Out of receiving required textbooks from WyoTech as a part of my tuition. I prefer to purchase my own.

I understand that with the decision to Opt-Out, I must have all my required textbooks by the first day of class.

Note: The decision to Opt-Out will cover the full duration of training at WyoTech.

5. THE STUDENT APPLICANT UNDERSTANDS:

- (a) The entrance requirements for the School include proof of high school graduation, or a recognized equivalent such as a GED, and payment of a non-refundable \$100 application fee. Students from the state of Oregon must be 18 years of age or older.
- (b) The School does not guarantee employment following graduation but does offer placement assistance to graduates. To obtain maximum employment opportunities, the student may be required to relocate outside of their campus' location upon successful completion of the program.
- (c) Photos and videos are taken at various points of the school year and may appear in WyoTech print or digital communications or marketing materials including social media. By attending WyoTech, you hereby authorize WyoTech to use your photograph in any and all use related to the training mission of the School.
- (d) I have received information regarding completion rates, placement rates, and most recent three-year cohort default rates.
- (e) **I certify that I have received the catalog and I understand and agree with the information provided in the catalog.**

Catalog provided: _____ **(Student's Initials)**

- (f) The total program cost indicated in section 3 of this agreement does not include housing charges.
 - (g) The School reserves the right to change class schedules, change or eliminate sessions, revise or withdraw programs, and make other changes in training- related matters at any time. In no event will this alter the duration of the course/program or the cost. These changes may occur for Washington state residents with approval from the Washington State Workforce Training and Education Coordinating Board.
 - (h) The terms and conditions of this agreement are not subject to amendment or modification by oral agreement. Any changes in this agreement are not binding on the student or the School unless such changes have been approved in writing by the authorized official of the School, the student, or the student's parent/ guardian if the student is a minor.
 - (i) The School is not responsible for any statements or promises that are contrary to this agreement or the School catalog.
 - (j) The School reserves the right to discontinue a student's training for lack of satisfactory academic progress, non-payment of tuition or fees, or failure to comply with published rules of conduct as found in the School catalog and/or School catalog addendum.
 - (k) If financial assistance will be requested, neither the amount of assistance nor a payment schedule for remaining unpaid charges can be determined at this time. When the amount of financial assistance has been determined, a separate Installment Contract shall be executed. In compliance with federal and state laws, the Installment Contract will disclose the School charges not satisfied by financial assistance and indicate a repayment schedule for the remaining unpaid charges.
 - (l) The tuition indicated in this agreement is applicable through the indicated graduation date, provided the student remains in continuous classroom attendance through that date except for regularly scheduled school breaks.
 - (m) The date of this transaction is the date this agreement is signed by the student applicant.
 - (n) WyoTech does not guarantee credit transfer in to or out of the School. Transferability is always at the discretion of the receiving school. The degree, diploma, and/or certificate programs of the school are terminal in nature and are designed for the graduate's employment upon graduation.
 - (o) Student attendance records are maintained by WyoTech
 - (p) Any holder of a consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained Pursuant to or with the proceeds thereof. Recovery of the debtor shall not exceed amounts paid by the debtor. (FTC Rule effective 5/14/76)
- 6. CANCELLATION PERIOD: You may withdraw this agreement at any time within three business days from the date you sign this agreement, make an initial payment, or first visit the school, whichever is later. If you do so, all payments made by you or on your behalf will be refunded. Withdrawal can be effectuated by personally appearing at your school to withdraw, depositing a withdrawal letter in the mail to your school at the address provided on the first page of this agreement (in which case, the withdrawal will be considered effective as of the postmark date), or providing an oral withdrawal notice to phone number (800)-521-7158. In event of dispute over timely notice, the burden to prove service rests on the applicant.**
- (a) The student applicant will also be returned all monies paid if:
 - (1) The School does not accept the applicant;

- (2) The enrollment of the student was procured as the result of any misrepresentation through advertising, promotional materials of the School, or representations by the owner or representative of the School;
 - (3) The School cancels the student's program.
 - (4) The School ceases operations.
- _____ (Student's Initials)

7. DATE OF WITHDRAWAL VERSUS DATE OF DETERMINATION (DOD)

The date of withdrawal, for purposes of calculating a refund, is the last date of recorded attendance. The date of determination is the earlier of the date the student officially withdraws, provides notice of cancellation, or the date the School determines the student has violated an academic standard or school policy. For example, when a student is withdrawn for violating an academic rule or school policy, the date of the student's withdrawal shall be the student's last date of attendance. The date of determination shall be the date the School determines the student has violated the academic rule.

8. FEDERAL FINANCIAL AID RETURN POLICY

Student Financial Aid (SFA)

The School is certified by the U.S. Department of Education as an eligible participant in the Federal Student Financial Aid (SFA) programs established under the Higher Education Act of 1965 (HEA), as amended (Title IV programs). The School is required to determine earned and unearned portions of Title IV aid for students who cancel, withdraw, drop out, are dismissed, or take a leave of absence prior to completing 60% of a payment period or term.

Return of Title IV Funds Calculation and Policy

The Return of Title IV Funds calculation (Return calculation) is based on the percentage of earned aid using the following calculation: Percentage of payment period or term completed equals the number of scheduled hours (clock-hour programs) or days (credit-hour programs) completed up to the withdrawal date divided by the total number of hours (clock-hour programs) or days (credit-hour programs) in the payment period or term. For credit-hour programs, any scheduled break of five days or more is not counted as part of the days in the term. This percentage is also the percentage of earned aid.

Funds are returned to the appropriate federal program based on the percentage of unearned aid using the following formula: Aid to be returned equals (100% of the aid that could be disbursed minus the percentage of earned aid) multiplied by the total dollar amount of aid that could have been disbursed during the payment period or term.

If a student withdraws after the 60% point-in-time, the student has earned all Title IV funds that he/she was scheduled to receive during the period and, thus, has no unearned funds; however, the School must still perform a Return calculation. If the student earned more aid than was disbursed to him/her, the student may be due a post withdrawal disbursement. If the Return calculation determines that the student is due a post-withdrawal disbursement, upon the permission of the student (or parent, if a Federal PLUS loan), the institution may seek to disburse the corresponding loan funds. Any post-withdrawal disbursement must be paid within 180 days of the DOD.

The School must return the lesser of:

1. The amount of Title IV program funds that the student did not earn; or
2. The amount of institutional charges that the student incurred for the payment period or period of enrollment multiplied by the percentage of funds that were not earned.

The student (or parent, if a federal PLUS loan) is required to repay the difference between the amount of unearned aid and the amount returned by the School. If the student's portion of the unearned aid includes federal grants, the student is required to return the grant amount: (1) if the grant overpayment is greater than \$50; and (2) only to the extent that the grant amount exceeds 50% of the original amount received for the payment period or period of enrollment. (Note: If the student cannot repay the grant overpayment in full, the student must make satisfactory arrangements with the U.S. Department of Education to repay any outstanding grant balances. The Student Financial Aid Department will be available to advise the student in the event that a student repayment obligation exists. The individual will be ineligible to receive additional student financial assistance in the future if the financial obligation(s) is not satisfied). If a student earned less aid than was disbursed, the School would be required to return a portion of the funds, and the student may be required to return a portion of the funds. Any outstanding student loans that remain are to be repaid by the student according to the terms of the student's promissory notes.

The School must return the Title IV funds for which it is responsible in the following order:

1. Unsubsidized Direct Stafford loans (other than PLUS loans)
2. Subsidized Direct Stafford loans
3. Federal Perkins loans
4. Direct PLUS loans
5. Federal Pell Grants for which a return of funds is required
6. Federal Supplemental Educational Opportunity Grants (FSEOG) for which a return of funds is required

Title IV Credit Balances

After a Return calculation has been made and a state/institutional refund policy, if applicable, has been applied, any resulting credit balance (i.e. earned Title IV funds exceed institutional charges) must be paid within 14 days from the date that the School performs the Return calculation and will be paid in one of the following manners:

1. With the student's (or parent's, if a Federal PLUS loan) permission, reduce the student's Title IV loan debt (not limited to the student's loan debt for the period of enrollment);
2. Return to the student.

Time Frame within which Institution is to Return Unearned Title IV Funds

The School must return the amount of unearned Title IV funds for which it is responsible within 45 days after the DOD.

9. INSTITUTIONAL PRO RATA REFUND CALCULATION AND POLICY

The following Cancellation period and Institutional Pro Rata Refund Calculation and Policy sections shall apply to all student unless a state Cancellation Period and/or Refund Policy for the state of the student's residence is set forth in this Enrollment Agreement. When a student withdraws, the School must determine how much of the tuition and fees he/she is eligible to retain. The Pro Rata Refund Calculation and Policy is an institutional policy and is different from the Federal Financial Aid Return Policy and Return calculation; therefore, after both calculations are applied, a student may owe a debit balance (i.e., the student incurred more charges than he/she earned Title IV funds) to the School.

The School will perform the Pro Rata Refund Calculation for those students who terminate their training before completing the period of enrollment (i.e., students who receive a final grade of "W" or "WZ"). Under the Pro Rata Refund Calculation, the School is entitled to retain only the percentage of charges (tuition, room, board, etc.) proportional to the period of enrollment completed by the student. The period of enrollment for students enrolled in modular programs is the academic year. The refund is calculated using the following steps:

- (1) Determine the total charges for the period of enrollment.

- (2) Divide this figure by the total number of calendar days in the period of enrollment.
- (3) The answer to the calculation in step 2 is the daily charge for instruction.

The amount owed by the student for the purposes of calculating a refund is derived by multiplying the total calendar days in the period as of the student's last date of attendance by the daily charge for instruction and adding in any book or equipment charges.

10. SPECIAL REFUND CIRCUMSTANCES: In case of student prolonged illness or accident, death in the family, or other circumstances that make it impractical to complete an academic year, the School will make a settlement that is reasonable and fair to all parties.

11. PAYMENT OF REFUNDS: Refunds due to the student will be paid within 30 days from the date of determination of withdrawal or from the date the applicant was not accepted by the School, whichever is applicable. If the student has received federal student financial aid funds, the student is entitled to a refund of monies not paid from federal student financial aid funds.

12. FEDERAL RETURN OF TITLE IV FUNDS POLICY: Please refer to the catalog section titled "Return of Title IV Funds Calculation and Policy" for further detail that may affect the return of federal funds.

13. STUDENTS CALLED TO ACTIVE MILITARY DUTY: Continuing students who have completed 50% or less of their program are entitled to a full refund of tuition, fees, and other charges paid. Such students who have completed more than 50% of their program are entitled to a strict pro rata refund.

14. CHOICE OF LAW, EXCLUSIVE JURISDICTION AND VENUE: WYOMING STUDENTS: This Agreement, and any dispute, claim, or cause of action arising out of or related in any way, whether directly or indirectly, to the undersigned student's relationship with the School, shall be governed by, construed, and enforced in accordance with the laws of the State of Wyoming without regard to conflict of laws principles. Jurisdiction and venue for any such dispute, claim, or cause of action shall be proper only as follows: (1) If in a court of law, the student and the School agree and consent to the exclusive jurisdiction and venue of any courts, federal, state, or local, having a situs within Wyoming. (2) Alternatively, if in arbitration, the student and the School agree and consent to arbitration at a location within the area covered by the federal district court in which the student resides.

15. SEVERABILITY: If any provision or part of this Agreement is determined to be invalid or unenforceable, that provision or part will be stricken or modified to the minimum extent necessary to render the provision otherwise enforceable, and the remainder of the Agreement will remain in full force and effect.

NOTICE TO ALL SIGNATORIES: (1) Do not sign this Agreement before reading it, including the writing on the reverse side or if it contains any blank spaces. (2) All parts of this Agreement are legally binding when signed by the student applicant and upon written acceptance of the student by the School unless cancelled pursuant to the Student's Right to Cancel and Notice of Cancellation. (3) It is unfair business practice for the School to sell, discount, or otherwise transfer this contract or promissory note without the signed written consent of the student or his/her financial sponsors and a written statement notifying all parties that the cancellation and refund policy continues to apply. (4) You acknowledge receipt of and have had the opportunity to review an exact copy of this Agreement, a Notice of Cancellation form, a school catalog including the definition and implications of the transferability of credit policy, and any information disclosure pages presented by the school. (5) You have been given the opportunity to tour the facilities.

I understand that this Enrollment Agreement is a legally binding contract when signed by me and accepted by the School. My signature below certifies that I have read, understood, and agreed to my rights and responsibilities, and that the School's cancellation and refund policies have been clearly explained to me.

I understand and agree to hereby RELEASE, WAIVE, DISCHARGE, AND CONVEYANT NOT TO SUE WyoTech or its owners, officers, and employees from any liability arising from or out of, or relating to, directly or indirectly, any pandemic and/or natural disaster as a result of visiting and/or attending classes at WyoTech. I further agree to indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs, and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to directly or indirectly, any pandemic, natural disaster, or any other illness or injury.

WyoTech does not discriminate based on race, color, national origin, sex, religion, age, disability, veteran status, sexual orientation/gender identity or expression, and any other legally protected status in the provision of its courses, programs, services or activities.

I acknowledge having received and read a copy of this Enrollment Agreement.

Signature of Student Applicant

Date

Date of Birth:

Age of Student Applicant:

Signature of Parent/Guardian (if applicant is a minor)

Date

Printed Name of Parent/Guardian

Date

As an authorized representative of the School, I have interviewed the student applicant, and I recommend his/her acceptance. I have not made any statements or promises contrary to the terms of this agreement or the school catalog.

Authorized Representative

Date

Accepted at WyoTech:

Authorized Signature

Date

STATE INFORMATION SECTION

Residents of the following state who are students at WyoTech shall be entitled to refunds based on the WyoTech "Institutional Pro Rata Refund Calculation and Policy" (Page 3 of this agreement) or the refund policy of their state of residence if set forth below, whichever policy is more beneficial to the student.

Colorado:

Students not accepted to the School are entitled to all moneys paid. Students who cancel this contract by notifying the School within three (3) business days are entitled to a full refund of all tuition and fees paid. Students, who withdraw after three (3) business days, but before commencement of classes, are entitled to a full refund of all tuition and fees paid except the maximum cancellation charge of \$150.00 or 25% of the contract price, whichever is less. In the case of students withdrawing after commencement of classes, the School will retain a cancellation charge plus a percentage of tuition and fees, which is described in the table below. The refund is based on the official date of termination or withdrawal.

A student terminating training...	Is entitled to a refund of:
Within first 10% of program	90% less cancellation charge
After 10% but within first 25% of program	75% less cancellation charge
After 25% but within first 50% of program	50% less cancellation charge
After 50% but within first 75% of program	25% less cancellation charge
After 75%	NO Refund

1. The student may cancel this contract at any time prior to midnight of the third business day after signing this contract.
2. All refunds will be made within 30 days from the date of termination. The official date of termination or withdrawal of a student shall be determined in the following manner:
 - a. The date on which the School receives written notice of the student's intention to discontinue the training program; or
 - b. The date on which the student violates published school policy, which provides for termination.
 - c. Should a student fail to return from an excused leave of absence, the effective date of termination for a student on an extended leave of absence or a leave of absence is the earlier of the date the School determines the student is not returning or the day following the expected return date.
3. The student will receive a full refund of tuition and fees paid if the School discontinues a Program/Stand Alone course within a period of time a student could have reasonably completed it, except that this provision shall not apply in the event the School ceases operation.
4. The policy for granting credit for previous training shall not impact the refund policy.

Postponement of a starting date, whether at the request of the School or the student, requires a written agreement signed by the student and the School. The agreement must set forth:

- a) Whether the postponement is for the convenience of the School or the student; and,
- b) A deadline for the new start date, beyond which the start date will not be postponed.

If the course is not commenced, or the student fails to attend by the new start date set forth in the agreement, the student will be entitled to an appropriate refund of prepaid tuition and fees within 30 days of the deadline in accordance with the School's refund policy and all applicable laws and Rules concerning the Private Occupational Education Act of 1981.

Agents licensed by the Colorado Department of Higher Education, Private Occupational School Board. Student Complaints should be brought to the attention of the School Director to attempt resolution. The Director and student are to follow the grievance procedures according to school policy printed in the school catalog. Complaints or claims pursuant to §§ 23-64-121(4)(a) or 23-64-124, C.R.S. may be filed in writing with the Board within two years after the student discontinues his or her training at the School, or at any time prior to the commencement of training. Other complaints may be filed in writing with the Board within two years of the date the alleged injury and its cause were known or should have been known. The student must file all complaints in writing. No action regarding third party complaints is required, except as required by § 23-64-121(4)(a), C.R.S. The student may file a written complaint online with the Colorado Division of Private Occupational Schools at higher.colorado.gov/dpos or by calling (303) 862-3001.

DISCLAIMER: Potential students are advised to check with all appropriate Colorado regulatory agencies to confirm completion of the program/coursework offered by WyoTech will satisfy initial or renewal licensing or certification requirements of that agency.

Kentucky:

Existence of the Kentucky Student Protection Fund:

Pursuant to KRS 165A.450 all licensed schools, resident and nonresident, shall be required to contribute to a student protection fund. The fund shall be used to reimburse eligible Kentucky students, to pay off debts, including refunds to students enrolled or on leave of absence by not being enrolled for one (1) academic year or less from the school at the time of the closing, incurred due to the closing of a school, discontinuance of a program, loss of license, or loss of accreditation by a school or program.

STATE INFORMATION SECTION

Process for Filing a Claim Against the Kentucky Student Protection Fund:

To file a claim against the Kentucky Student Protection Fund, each person filing must submit a signed and completed Form for Claims Against the Student Protection Fund, Form PE-38 and provide the requested information to the following address:

Minnesota:

WyoTech is licensed as a private career school with the Minnesota Office of Higher Education pursuant to Minnesota Statutes, sections 136A.821 to 136A.832. Licensure is not an endorsement of the institution. Credits earned at the Institution may not transfer to all other institutions. **BUYER'S RIGHT TO CANCEL:** If your application is rejected, you will receive a full refund of all tuition, fees, and other charges. You will be entitled to a full refund of tuition, fees, and other charges if you give notice that you are canceling your contract within 5 business days after the contract or enrollment agreement is considered effective. A contract or enrollment agreement will be presumed to be effective on the date that the school notifies you that you have been accepted into the school and you have signed the contract or enrollment agreement. If the notification of acceptance into the school is sent by mail, then the effective day of being accepted is the postmark on the acceptance letter.

This five-day refund policy applies regardless of when the program starts. If you give notice more than 5 days after you signed the contract, but before the start of the program (or first lesson for an on-line distance education program), you will receive a refund of all tuition, fees, and other charges minus 15%, up to \$50, of the total cost of the program. If you withdraw after the start of your program and it has been more than 5 days after you signed the contract, you will receive a pro-rated refund of the entire cost of your program based on your last day of attendance. You will be provided a pro-rated tuition, fees, and other charges refund minus your initial application fees, up to \$50, and minus the less or 25% of the total tuition or \$100. Pro-ration is based on whether your program is term-based or clock hours and how much of the program you have completed.

If your program is term-based, the completion rate is the number of calendar days from the first date of the program through your last documented date of attendance divided by the length of the program. The completion rate is calculated to the second decimal point (.XX).

If your program is clock-hour based, the completion rate is the number of clock hours you actually attended divided by the number of clock hours in the program. The completion rate is calculated to the second decimal point (.XX) If you withdraw from your program after 75.00% of the program has completed, you are not entitled to a refund of tuition, fees, and other charges.

You will receive written notice acknowledging your withdraw request within 10 business days after receipt of the notice and you will receive a refund of any tuition, fees, and other charges within 30 business days of receipt of your withdrawal. Any mailed notice is effective as of the date of the postmark if sent by mail or the day it has been hand-delivered to the school. Notice to withdraw may also be given by email or verbally, including a voicemail, to a school official to phone number (800)521-7158 (defined by school's Student Right to Cancel policy).

If you do not withdraw in writing or contact the school about your absence and you have not attended your program or contact the school about your absence for 14 consecutive days, you will be considered to have withdrawn from the school as of your last date of attendance. Your school is responsible for sending you a written notice of cancellation if you are withdrawn for failing to attend to your last known address. The confirmation from the school must state that the school has withdrawn your enrollment, and if this action was not the student's intent, the student must contact the school.

Ohio:

Any comments or complaints may be directed to the State of Ohio Board of Career Colleges and Schools, 30 East Broad Street, Suite 2481, Columbus, OH 43215-3414; (614) 466-2752, Fax (614) 466-2219 Toll Free (877) 275-4219.

Oregon:

Students aggrieved by action of the School should attempt to resolve these problems with appropriate school officials. Should this procedure fail, students may contact: Higher Education Coordinating Commission, Private Career Schools, 3225 25th St. SE, Salem, OR 97302. After consultation with appropriate Commission staff and if the complaint alleges a violation of Oregon Revised Statutes 345.010 to 345.470 or standards of the Oregon Administrative Rules 715-045-0001 through 745-045-0210, the Commission will begin the complaint investigation process as defined in OAR 715-045-0023 Appeals and Complaints. Any person unlawfully discriminated against, as described in ORS 345.240, may file a complaint under ORS 659A.820 with the Commissioner of the Bureau of Labor and Industries.

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. A full refund will also 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, as well as items of extra expense that are necessary for the portion of the program attended and stated separately on the enrollment agreement.

REFUND POLICY

1. Refund computations will be based on scheduled course time of class attendance through the last date of attendance. Leaves of absence, suspensions and school holidays will not be counted as part of the scheduled class attendance.
2. The effective date of termination for refund purposes will be the earliest of the following:
 - (a) The last day of attendance, if the student is terminated by the School;
 - (b) The date of receipt of written notice from the student; or
 - (c) Ten school days following the last date of attendance.
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 in any administrative fees charged shall be retained by the School for the entire residence program or synchronous distance education course.

**STATE INFORMATION
SECTION**

4. If a student enters a residence or synchronous distance education program and withdraws or is otherwise terminated after the cancellation period, the School or college may retain not more than \$100 in any 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

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 provides the precise calculation.

5. Refunds for items of extra expense to the student, such as books, tools, or other supplies are to 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.

6. 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.

7. 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

8. 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.

9. 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.

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 the amounts paid by the debtor hereunder. Approved and regulated by the Texas Workforce Commission, Career Schools and Colleges, Austin, Texas.

Washington: This School is licensed under Chapter 28C.10 RCW. Inquiries or complaints regarding this private vocational school may be made to:

Workforce Training and Education Coordinating Board, 128 – 10th Avenue Southwest Olympia, Washington 98504.

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