# **CATALOG OUTLINE**

(1) [NAME OF SCHOOL]

STREET ADDRESS

CITY, STATE (zip)####

PHONE (###) ###-###

(2.a.) Catalog Volume [number]

(2.b.) Published (date)

(2.c.) Effective (date)

# \*(3) TABLE OF CONTENTS

\*There must be a Table of Contents <u>or</u> an Index – which usually goes at the back. It is acceptable to have both.

# 

# 4) HISTORY

[INSERT TEXT]

**FOR EXAMPLE:** Ray Smith began his computer technology career when he was sent by the US Air Force to IBM school in 1952. In 1985, he was approached to teach classes in computer applications, programming, and repair at Bryan Vocational Academy. When Bryan Vocational closed in 1998, Ray decided to start his own school, and RCT was open for classes in 1999. Today, ...

### (4) ACCREDITATION AND APPROVALS

(4 REQUIRED <u>IF</u> ACCREDITED) [SCHOOL NAME] is accredited by [NAME OF ACCREDITING BODY].

(4) & (23) ► USE THE REQUIRED TEXT BELOW:

Approved and Regulated by the Texas Workforce Commission, Career Schools and Colleges, Austin, Texas.

# (5) DESCRIPTION OF AVAILABLE SPACE, FACILITIES AND EQUIPMENT

[INSERT TEXT]

**FOR EXAMPLE:** Construction was completed on the present RCT facility in 2004, and classes have been provided at this location since the fall of that year. The 3500 square feet building is accessible to persons with disabilities and includes a classroom, a computer lab ...

# (6) A LISTING OF:

(6.a.) OFFICERS, DIRECTORS, OR TRUSTEES OR

(6.b.) PARTNERS OR

(6.c.) INDIVIDUAL OWNER

# (7) A LISTING OF KEY STAFF AND FACULTY

INCLUDE: (7.a.) NAME, DEGREE HELD (7.b.) SPECIALIZED TRAINING

(7.c.) AREA(S) OF INSTRUCTION

## (8) FEES, TUITIONS AND/OR SPECIAL CHARGES

- (8.a.) Tuition \$###.00
- (8.b.) Registration \$###.00
- (8.c.) Books \$###.00
- (8.d.) Supplies \$###.00
- (8.e.) Tools \$###.00
- (8.f.) Laboratory Fee \$###.00
- (8.g.) Total Cost\$####.00
- (8.h.) SCHOLARSHIP TERMS (IF APPLICABLE) [INSERT TEXT]
- (8.i.) ANY OTHER EXPENSES (IF APPLICABLE) [INSERT TEXT]
- (8.j.) INDIVIDUAL SUBJECT FEE (IF APPLICABLE) [INSERT TEXT]

### (9) SCHOOL CALENDAR

(9.a.) HOLIDAYS TO BE OBSERVED

[INSERT TEXT]

(9.b.) ENROLLMENT PERIODS

[INSERT TEXT]

(9.c.) BEGINNING AND ENDING DATES OF TERMS

[INSERT TEXT]

(9.d.) SCHEDULED VACATION PERIODS

[INSERT TEXT]

## (10) NORMAL HOURS OF OPERATION

(10.a.) SCHOOL HOURS OF OPERATION

[INSERT TEXT]

(10.b.) SCHOOL OFFICE HOURS OF OPERATION

[INSERT TEXT]

(10.c.) DEFINITIVE CLASS SCHEDULES (MORNINGS, AFTERNOON, EVENING)

**INCLUDE:** 

(10.c.1.) BREAKS

(10.c.2.) MEALTIMES

[INSERT TEXT]

## (11) ADMISSION/ENROLLMENT POLICIES

[INSERT TEXT INCLUDING (11.a.) MINIMUM AGE

(11.b.) SPECIFIC ENTRANCE REQUIREMENTS (EX: HIGH SCHOOL GRADUATE, GED, SUCCESSFUL COLLEGE QUARTER [18hrs], OR SEMESTER [12hrs]

(11.b.3.) OTHER REQUIREMENTS, IF ANY, AND/OR FOR CERTIFICATE PROGRAMS ONLY: ABILITY-TO-BENEFIT ENTRANCE TEST [IF USED]

INCLUDE (11.b.1.) NAME OF ENTRANCE TEST

(11.b.2.) REQUIRED ENTRANCE TEST SCORE FOR EACH COURSE)]

# (12) CREDIT FOR PREVIOUS EDUCATION, TRAINING, OR EXPERIENCE

FIRST: DESCRIBE HOW PREVIOUS EDUCATION AND TRAINING WILL BE EVALUATED

[INSERT TEXT]

THEN: DESCRIBE LIMITATIONS ON TRANSFERABILITY OF CREDIT EARNED AT THIS SCHOOL

[INSERT TEXT]

### (13) CANCELLATION AND REFUND POLICIES

SEE APPENDIX 1 FOR POLICIES THAT CONTAIN <u>REQUIRED</u>

<u>LANGUAGE</u> FOR THE (14.a.) CANCELLATION AND (14.b.)REFUND

POLICY INCLUDING THE REFUND POLICY FOR STUDENTS CALLED

TO ACTIVE MILITARY SERVICE.

## (14) COURSE(S)

(14.a.) [TITLE OF COURSE]

(14.b.) OBJECTIVE / PURPOSE OF COURSE

[INSERT OBJECTIVE, PURPOSE, AND INCLUDE JOB SKILLS STUDENTS WILL LEARN, ENTRY-LEVEL JOB TITLES STUDENTS ARE TRAINING FOR, AND WORK LOCATIONS WHERE GRADUATES MAY BE EMPLOYED.]

(14.c.) COMPLETE LISTING OF SUBJECTS

### **INCLUDE:**

(14.c.1.) IDENTIFYING NUMBER

(14.c.2.) SUBJECT TITLE

(14.d.) CONTACT HOURS (AND CREDIT HOURS, <u>IF APPLICABLE</u>) PER SUBJECT

(14.e.)TOTAL CONTACT HOURS (AND CREDIT HOURS, <u>IF</u> <u>APPLICABLE</u>) REQUIRED FOR COMPLETION OF THE COURSE

# FOR EXAMPLE: COURSE OUTLINE

Subject #	Subject Title	Course Time Hours Lec/Lab/Ext/Tot al	
(14.c.1.)	(14.c.2.)	(14.d.)	
SBJ ###**	Subject Title	## / ## / ## / ##	
SBJ ###**	Subject Title	## / ## / ## / ##	
SBJ ###**	Subject Title	## / ## / ## / ##	
SBJ ###**	Subject Title	## / ## / ## / ##	
SBJ ###**	Subject Title	## / ## / ## / ##	
(14.e.)	Total Hours for Program Completion	(14.e.) ### / ## / ## / ###	#.#

# (14.f.) LENGTH OF TIME IN WEEKS REQUIRED FOR COMPLETION OF THE COURSE

[INSERT LENGTH OF TIME IN WEEKS]

(14.g.) ADDITIONAL OR SPECIAL REQUIREMENTS FOR COMPLETION (IF ANY)

[INSERT TEXT]

(14.h.) TYPE OF CERTIFICATE, DIPLOMA, OR DEGREE AWARDED

### [INSERT TEXT]

(14.i.) IF APPLICABLE, USE THE DISCLAIMER TEXT BELOW FOR COURSES NOT REGULATED BY TWC:

This course is not regulated or approved by the Texas Workforce Commission, Career Schools and Colleges.

### (15) A SYNOPSIS OF EACH SUBJECT OFFERED

(15.a) SUBJECT IDENTIFYING NUMBER (15.b.) SUBJECT TITLE

FOR EXAMPLE: ENG 101 Basic English

(15.c.) SUBJECT HOURS: ## course time hours (## hours lecture, ## hours lab, ## hours externship)

(15.d.) PREREQUISITES: [INSERT TEXT]

(OPTIONAL) Subject Topics: [OPTONAL TEXT]

(15.e.) COMPLETE SYNOPSIS [INSERT ACTIVE OBJECTIVES DESCRIBING OF THE CONTENTS OF THE WHAT THE STUDENT WILL LEARN TO DO.] SUBJECT

FOR EXAMPLE: Networking introduces students to the skills necessary to install a computer and peripheral devices on a network. Students will learn to: 1) wire a Microsoft Windows 2000 network, 2) plan, design, and setup a network that best suits the needs of the client, 3) diagnose and troubleshoot Windows 2000 in ...

### (16) GRADING AND MARKING SYSTEM USED

[INSERT TEXT]

#### FOR EXAMPLE:

Numeric Grade	Letter Grade (if used)	Grade Points (if used)
90 - 100	А	4.00
80 - 89	В	3.00
70 - 79	С	2.00
60 – 69	D	1.00
Below 60	F	0.00
Incomplete	I	0.00
Withdrawal	W	0.00

# (17.a.b.{1.b.2.}c.d.&e.) <u>SATISFACTORY PROGRESS AND ACADEMIC PROBATION</u>

SEE **APPENDIX 2** FOR A SAMPLE SATISFACTORY PROGRESS AND ACADEMIC PROBATION POLICY THAT CONTAINS THE REQUIRED ELEMENTS AND INCLUDES **(17.f.) SYSTEM FOR PROVIDING PROGRESS REPORTS** 

► NOTE REQUIRED LANGUAGE FOR THE SCHOOL POLICY ON INCOMPLETES, WITHDRAWALS, REPEAT SUBJECTS, AND REMEDIAL WORK: THE POLICY MUST STATE THAT UNDER TEXAS EDUCATION CODE, SECTION 132.061(f) A STUDENT WHO IS OBLIGATED FOR THE FULL TUITION MAY REQUEST A GRADE OF "INCOMPLETE" IF THE STUDENT WITHDRAWS FOR AN APPROPRIATE REASON UNRELATED TO THE STUDENT'S ACADEMIC STATUS. A STUDENT WHO RECEIVES A GRADE OF INCOMPLETE MAY REENROLL IN THE PROGRAM DURING THE 12-MONTH PERIOD FOLLOWING THE DATE THE STUDENT WITHDRAWS AND COMPLETE THOSE INCOMPLETE SUBJECTS WITHOUT PAYMENT OF ADDITIONAL TUITION FOR THAT PORTION OF THE COURSE OR PROGRAM.

THE TEXT ABOVE NEEDS TO APPEAR IN AT LEAST ONE OF THOSE FOUR POLICY SECTIONS.

### (17.g.1.) INCOMPLETES ► REQUIRED CONTENT:

THE SCHOOL'S POLICY ON INCOMPLETES **MUST** ADDRESS *THE POSSIBILITY OF THE CLASSES*BEING DISCONTINUED WHEN THE STUDENT RETURNS AND CLARIFY OPTIONS AVAILABLE TO THAT STUDENT.

► [INSERT TEXT]

(17.g.2.) WITHDRAWAL

[INSERT TEXT]

(17.g.3.) REMEDIAL WORK

[IF APPLICABLE, INSERT TEXT]

(17.g.4.) REPEAT COURSES

[IF APPLICABLE, INSERT TEXT]

## (18.a.b.c. & d.) ATTENDANCE POLICY

SEE APPENDIX 3 FOR A SAMPLE ATTENDANCE POLICY THAT CONTAINS THE REQUIRED ELEMENTS AND INCLUDES:

(18.a.2.) TARDIES AND (18.a.4.) LEAVES OF ABSENCE

# (18.a.3.) ► MAKE-UP WORK POLICIES MUST BE APPROVED BY THE COMMISSION. <u>IF</u> THE SCHOOL PERMITS MAKE-UP WORK, <u>USE</u> <u>REQUIRED LANGUAGE BELOW</u>:

### MAKE-UP WORK

No more than 5% of the total course time hours for a course may be made up. Make-up work shall:

- (1) be supervised by an instructor approved for the class being made up;
- (2) require the student to demonstrate substantially the same level of knowledge or competence expected of a student who attended the scheduled class session;
- (3) be completed within two weeks of the end of the grading period during which the absence occurred;
- (4) be documented by the school as being completed, recording the date, time, duration of the make-up session, and the name of the supervising instructor; and (5) be signed and dated by the student to acknowledge the make-up session.

THE TEXT ABOVE MUST APPEAR IN THIS POLICY SECTION.

### (19) SCHOOL POLICY REGARDING STUDENT CONDUCT

INCLUDE: (19.a) CAUSES FOR TERMINATION AND (19.b) CAUSES FOR READMISSION [INSERT TEXT]

# (20) REQUIREMENTS FOR GRADUATION

[ INSERT TEXT HERE INCLUDING REQUIREMENTS FOR (20.a.) GPA, (20.b.) MAXIMUM TIME ALLOWED, AND, IF APPLICABLE, (20.c.) OTHER REQUIREMENTS (IF ANY).]

### (21) SCHOOL PLACEMENT ASSISTANCE POLICY

[INSERT TEXT]

### (22) <u>POLICIES/PROCEDURES TO RESOLVE STUDENT</u> <u>GRIEVANCES/COMPLAINTS</u>

[INSERT TEXT HERE EXPLAINING THE SCHOOL'S POLICY TO RESOLVE STUDENT GRIEVANCES AND INCLUDE THE FOLLOWING REQUIRED CONTENT DIRECTING STUDENTS WITH UNRESOLVED GRIEVANCES TO:]

Texas Workforce Commission Career Schools and Colleges, Room 226T 101 East 15<sup>th</sup> Street Austin, Texas 78778-0001 Phone: (512) 936-6959 http://csc.twc.state.tx.us/

THE TEXT ABOVE MUST APPEAR IN THIS POLICY SECTION.

**IF THE SCHOOL IS ACCREDITED**, THE POLICY **MUST** ALSO INFORM STUDENTS HOW TO CONTACT THE ACCREDITATION AGENCY REGARDING UNRESOLVED GRIEVANCES.

### (23) True and Correct Statement

I hereby certify that the statements and information in this catalog are true and correct to the best of my knowledge and belief.

SIGNED BY DIRECTOR OR OWNER

THE TEXT ABOVE MUST APPEAR IN THIS SECTION. Page  $14\ {
m of}\ 32$ 

### APPENDIX 1: CANCELLATION AND REFUND POLICIES

# CANCELLATION AND REFUND POLICY FOR VOCATIONAL (RESIDENCE) SCHOOLS WITH COURSES OF MORE THAN 40 HOURS

### **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 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 class attendance.
- 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) 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.
- 4. 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. (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.)

- 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

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:
  - 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.

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.

# REFUND POLICY FOR VOCATIONAL (RESIDENCE) SCHOOLS WITH COURSES OF 40 HOURS OR LESS

NOTE: There is no cancellation policy requirement for schools with courses of 40 hours or less.

#### **REFUND POLICY**

- 1. Refund computations will be based on the period of enrollment computed on basis of course time ( contact hours).
- 2. The effective date of termination for refund purposes will be the earliest of the following:
  - (a) the last date of attendance; or
  - (b) the date of receipt of written notice from the student.
- 3. If tuition and fees are collected in advance of entrance, and the student does not enter school, not more than \$100 shall be retained by the school.
- 4. If the student fails to enter the program, withdraws, or is discontinued at any time before completion of the program, the student will be refunded the pro rata portion of tuition, fees, and other charges that the number of class hours remaining in the program after the effective date of termination bears to the total number of class hours in the program.
- 5. A full refund of all tuition and fees is due in each of the following cases:
  - (a) an enrollee is not accepted by the school;
  - (b) if the program of instruction is discontinued by the school and this prevents the student from completing the program; or
  - (c) if the student's enrollment was procured as a result of any misrepresentation

in advertising, promotional materials of the school, or misrepresentations by the owner or representatives of the school.

### 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; 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.

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

# CANCELLATION AND REFUND POLICY FOR ASYNCHRONOUS DISTANCE EDUCATION COURSES

#### **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 contact is signed.

#### **REFUND POLICY**

- 1. Refund computations will be based on the number of lessons in the program.
- 2. The effective date of termination for refund purposes will be the earliest of the following:
  - a) the date of notification to the student if the student is terminated;
  - b) the date of receipt of written notice from the student; or
- c) the end of the third calendar month following the month in which the student's last lesson assignment was received unless notification has been received from the student that he wishes to remain enrolled.
- 3. If tuition and fees are collected before any lessons have been completed, and if, after expiration of the 72-hour cancellation privilege, the student fails to begin the program, not more than \$50 shall be retained by the school.
- 4. If the student who enters an asynchronous distance education course terminates or withdraws after the expiration of the 72-hour cancellation privilege, the school may retain \$50 of the tuition and fees and the minimum refund policy must provide that the student will be refunded the pro rata portion of the remaining tuition, fees, and other charges that the number of lessons completed and serviced by the school or college bears to the total number of lessons in the program.
- 5. A full refund of all tuition and fees is due in each of the following cases:
  - a) an enrollee is not accepted by the school,
  - b) the program of instruction is discontinued by the school, and this prevents the student from completing the program; or
- c) the student's enrollment was procured as a result of any misrepresentation in advertising, promotional materials of the school, or misrepresentations by the owner or representatives of the school.

### 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; 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.
- 7. Refunds will be totally consummated within 60 days after the effective date of termination.

#### **REFUND POLICY FOR SEMINARS**

NOTE: There is no cancellation policy requirement for seminars.

#### **REFUND POLICY**

- 1. Refund computations will be based on the period of enrollment computed on basis of course time (contact hours).
- 2. The effective date of termination for refund purposes will be the earliest of the following:
  - (a) the last date of attendance; or
  - (b) the date of receipt of written notice from the student.
- 3. If tuition and fees are collected in advance of entrance, and the student does not enter school, not more than \$100 shall be retained by the school.

- 4. If the student fails to enter the seminar, withdraws, or is discontinued at any time before completion of the seminar, the student will be refunded the pro rata portion of tuition, fees, and other charges that the number of class hours remaining in the seminar after the effective date of termination bears to the total number of class hours in the seminar.
- 5. A full refund of all tuition and fees is due in each of the following cases:
  - (a) an enrollee is not accepted by the school;
  - (b) if the seminar of instruction is discontinued by the school and thus prevents the student from completing the seminar; or
  - (c) if the student's enrollment was procured as a result of any misrepresentation in advertising, promotional materials of the school, or misrepresentations by the owner or representatives of the school.

### 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; 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.
- 7. Refunds will be totally consummated within 60 days after the effective date of termination.

# CANCELLATION AND REFUND POLICY FOR VOCATIONAL (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. 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:
    - i. at the end of the first week of each academic term,
    - ii. at the end of the first month of each academic term,
    - iii. at the midpoint of each academic term,
    - iv. 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.
- 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.
- 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.

### 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; 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.

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.

# APPENDIX 2: SATISFACTORY PROGRESS AND ACADEMIC PROBATION POLICIES

§807.221. General Requirements for Progress Standards.

- (a) The Commission may approve specific progress standards **for self-paced, competency-based programs.**
- (b) Seminars, because of their nature and duration, are not required to have progress standards.

- (c) The progress evaluation records will be of the type and nature to **reflect whether the** student is making satisfactory progress to the point of being able to complete all subject matter within the allotted time provided in the course curriculum.
- (d) The school will submit its policies pertaining to incomplete grades to the Commission for approval and publish those policies in the school's catalog. The policies will address the possibility of the classes being discontinued when the student returns and clarify options available to that student pursuant to the Act.
- (e) **Approved court reporting program students** may receive one grade of "IP" (in progress) in any speedbuilding class if they have not achieved the required speed at the end of the grading period.

# SAMPLE PROGRESS STANDARDS FOR SCHOOLS WITH SEMINARS OR PROGRAMS OF 40 HOURS OR LESS

A student earning a grade of 70 or higher [OR PROVIDE LANGUAGE HERE THAT BETTER DESCRIBES THE CAMPUS DEFINITION OF SATISFACTORY PROGRESS] on the final exam at the end of the course will receive the course certificate.

#### SAMPLE PROGRESS STANDARDS FOR SCHOOLS WITH COURSES OF 41 TO 200 HOURS

A cumulative grade average of at least 70% (OR C OR 2.0 OR PROVIDE LANGUAGE HERE THAT BETTER DESCRIBES THE CAMPUS DEFINITION OF SATISFACTORY PROGRESS) is required for the student to receive the course certificate. Students will receive written notification of their progress at the midpoint and end of each [PROVIDE THE LENGTH OF THE EVALUATION PERIOD IN WEEKS HERE] evaluation period. A student who is not making satisfactory progress at the midpoint will be placed on academic probation for the remainder of the progress evaluation period. The school [MAY IDENTIFY POSITION OR DEPARTMENT THAT WILL COUNSEL HERE] will counsel the student placed on probation prior to the student returning to class. The date, action taken, and terms of probation will be clearly indicated in the student's permanent file. If the student does not achieve satisfactory progress by the end of the probationary period, the student's enrollment will be terminated.

[THE FOLLOWING MUST BE USED IF THE SCHOOL ALLOWS REENROLLMENT OF A TERMINATED STUDENT:] A student whose enrollment was terminated for unsatisfactory progress may reenroll after a minimum of one progress evaluation period. Such reenrollment does not circumvent the approved refund policy. A student who returns after termination of enrollment for unsatisfactory progress will be placed on academic probation for the next grading period. The student will be advised of this action, and it will be documented in the student's file. If the student does not demonstrate satisfactory progress at the end of this probationary period, the student's enrollment will be terminated.

SAMPLE PROGRESS STANDARDS FOR SCHOOLS WITH COURSES OF MORE THAN 200 HOURS

A cumulative grade average of at least 70% (OR C OR 2.0 OR PROVIDE LANGUAGE HERE THAT BETTER DESCRIBES THE CAMPUS DEFINITION OF SATISFACTORY PROGRESS) is required for the student to receive the course certificate. Students will receive written notification of their progress at the end of each [PROVIDE THE LENGTH OF THE EVALUATION PERIOD HERE --- IT CANNOT BE LONGER THAN 8 WEEKS] evaluation period. A student who is not making satisfactory progress at the end of an evaluation period will be placed on academic probation for the following evaluation period. The school [MAY IDENTIFY POSITION OR DEPARTMENT THAT WILL COUNSEL HERE] will counsel the student placed on probation prior to the student returning to class. The date, action taken, and terms of probation will be clearly indicated in the student's permanent file.

If the student on academic probation achieves a grade point average of at least 2.0 for the probationary evaluation period, but does not achieve the required grades to meet overall satisfactory progress for the course, the student may be continued on academic probation for one more evaluation period. If the student does not achieve overall satisfactory progress by the end of the second probationary period, the student's enrollment will be terminated. If a student on academic probation fails to achieve a grade point average of at least 2.0 for the first probationary period, the student's enrollment will be terminated. The enrollment of a student who fails to achieve overall satisfactory progress for the course at the end of two successive evaluation periods will be terminated.

[THE FOLLOWING MUST BE USED IF THE SCHOOL ALLOWS REENROLLMENT OF A TERMINATED STUDENT:] A student whose enrollment was terminated for unsatisfactory progress may reenroll after a minimum of one progress evaluation period. Such reenrollment does not circumvent the approved refund policy. A student who returns after termination of enrollment for unsatisfactory progress will be placed on academic probation for the next grading period. The student will be advised of this action, and it will be documented in the student's file. If the student does not demonstrate satisfactory progress at the end of this probationary period, the student's enrollment will be terminated.

# SAMPLE PROGRESS STANDARDS FOR SCHOOLS WITH COURSES OF MORE THAN 200 HOURS, APPROVED ON A CREDIT HOUR BASIS, AND USING SEMESTER OR QUARTER SYSTEM

A cumulative grade average of at least 70% (OR C OR 2.0 OR PROVIDE LANGUAGE HERE THAT BETTER DESCRIBES THE CAMPUS DEFINITION OF SATISFACTORY PROGRESS) is required for the student to receive the course certificate. Students will receive written notification of their progress at the mid-point and end of each quarter (OR SEMESTER) which are two evaluation periods of [PROVIDE THE LENGTH OF THE EVALUATION PERIODS HERE IN WEEKS --- IT CANNOT BE LONGER THAN 8 WEEKS]. A student who is not making satisfactory progress at the end of an evaluation period will be placed on academic probation for the following evaluation period. The school [MAY IDENTIFY POSITION OR DEPARTMENT THAT WILL COUNSEL HERE] will counsel the student placed on probation prior to the student returning to class. The date, action taken, and terms of probation will be clearly indicated in the student's permanent file.

If the student on academic probation achieves a grade point average of at least 2.0 for the probationary period, but does not achieve the required grades to meet overall satisfactory progress for the course, the student may be continued on academic probation for one more evaluation period. If the student does not achieve overall satisfactory progress by the end of the second probationary period, the student's enrollment will be terminated. If a student on academic probation fails to achieve a grade point average of at least 2.0 for the first probationary period, the student's enrollment will be terminated. The enrollment of a student who fails to achieve overall satisfactory progress for the course at the end of two successive terms will be terminated.

[THE FOLLOWING MUST BE USED IF THE SCHOOL ALLOWS REENROLLMENT OF A TERMINATED STUDENT:]A student whose enrollment was terminated for unsatisfactory progress may reenroll after a minimum of one progress evaluation period. Such reenrollment does not circumvent the approved refund policy. A student who returns after termination of enrollment for unsatisfactory progress will be placed on academic probation for the next grading period. The student will be advised of this action, and it will be documented in the student's file. If the student does not demonstrate satisfactory progress at the end of this probationary period, the student's enrollment will be terminated.

#### SAMPLE PROGRESS STANDARDS FOR DEGREE GRANTING SCHOOLS

To receive a degree, a student must achieve a grade point average of at least 2.0 and pass all required classes [OR PROVIDE LANGUAGE HERE THAT BETTER DESCRIBES THE CAMPUS DEFINITION OF SATISFACTORY PROGRESS]. [INSERT A SENTENCE DESCRIBING THE CAMPUS SYSTEM FOR PROVIDING PROGRESS REPORTS HERE.]. A student who is not making satisfactory progress at the end of a semester (or insert quarter other approved term here) will be placed on academic probation for the following semester (or quarter/approved term). The school [MAY IDENTIFY POSITION OR DEPARTMENT THAT WILL COUNSEL HERE] will counsel the student placed on probation prior to the student returning to class. The date, action taken, and terms of probation will be clearly indicated in the student's permanent file.

If the student on academic probation achieves a grade point average of at least 2.0 for the probationary period, but does not achieve the required grades to meet overall satisfactory progress for the course, the student may be continued on academic probation for one more semester (or quarter/approved term). If the student does not achieve overall satisfactory progress by the end of the second probationary semester (or quarter/approved term), the student's enrollment will be terminated. If a student on academic probation fails to achieve a grade point average of at least 2.0 for the first probationary semester (or quarter/approved term), the student's enrollment will be terminated. The enrollment of a student who fails to achieve overall satisfactory progress for the course at the end of two successive semesters will be terminated

[THE FOLLOWING MUST BE USED IF THE SCHOOL ALLOWS REENROLLMENT OF A TERMINATED STUDENT:] A student whose enrollment was terminated for unsatisfactory progress may

reenroll after a minimum of one progress evaluation period. Such reenrollment does not circumvent the approved refund policy. A student who returns after termination of enrollment for unsatisfactory progress will be placed on academic probation for the next semester (or quarter/approved term). The student will be advised of this action, and it will be documented in the student's file. If the student does not demonstrate satisfactory progress at the end of this probationary period (or quarter/approved term), the student's enrollment will be terminated.

### **APPENDIX 3: ATTENDANCE POLICIES**

§807.241. General Requirements for Attendance.

- (a) Seminar programs that begin and end during one day are not required to maintain an attendance policy.
- (b) Title IV schools are not required to take attendance.
- (c) The Commission may approve specific attendance requirements for self-paced, competency-based programs.
- (d) No provision in this subchapter shall require a school to terminate the enrollment of a student for lack of attendance at a point at which a refund would not be due.
- (e) A school **shall charge** for a **full day** of **absence** when the student fails to attend all of the scheduled classes on that day. The school **shall charge** for a **partial day** of **absence** for any period of absence during the day.
- (f) A school **shall not consider** school holidays, such as summer vacation and Christmas holidays, etc., **as days of absence.**

# SAMPLE ATTENDANCE POLICY FOR SCHOOLS WITH SEMINARS, INDIVIDUAL CLASSES OR PROGRAMS WITH COURSE TIMES OF 40 HOURS OR LESS

If a student is absent for 10 consecutive school days or more than 25% of the scheduled course time for the program (or insert "seminar" or "class" here), whichever is less, the student's enrollment in the program will be terminated.

A student whose enrollment was terminated for violation of the attendance policy may not reenroll before the start of the next progress evaluation period (or insert "seminar", "class", or "program" here). This provision does not circumvent the approved refund policy.

[INSERT THE SCHOOL'S POLICY FOR TARDIES/PARTIAL DAYS OF ABSENCE HERE]

NOTE: §807.245.a. Seminars and small schools with programs with course time of 40 hours or less shall not grant leaves of absence.

#### SAMPLE ATTENDANCE POLICY FOR SCHOOLS WITH PROGRAMS OF 41 TO 200 HOURS

If a student is absent for 10 consecutive school days or more than 25% of scheduled the course time for the course, whichever is less, the student's enrollment in the course will be terminated.

A student whose enrollment was terminated for violation of the attendance policy may not reenroll before the start of the next progress evaluation period (or insert "course" here). This provision does not circumvent the approved refund policy.

[INSERT THE SCHOOL'S POLICY FOR TARDIES/PARTIAL DAYS OF ABSENCE HERE]

### **LEAVES OF ABSENCE**

The school director may grant a leave of absence after determining that good cause is shown. A student may have no more than two leaves of absence in a 12-month calendar period, and may be on leave of absence no more than 30 calendar days during that 12-month calendar period. School attendance records will clearly define the dates of the student's leave of absence. A written statement of the reason(s) leave of absence was granted, signed by both the student and the school director indicating approval, will be placed in the student's permanent file. A student's enrollment in the program will be terminated if the student fails to return as scheduled from an approved leave of absence.

**SAMPLE ATTENDANCE POLICY FOR SCHOOLS WITH PROGRAMS OF MORE THAN 200 HOURS** If a student is absent for 10 consecutive school days or more than 20% of the scheduled course time for the course, whichever is less, the student's enrollment in the course will be terminated.

A student whose enrollment was terminated for violation of the attendance policy may not reenroll before the start of the next progress evaluation period. This provision does not circumvent the approved refund policy.

[INSERT THE SCHOOL'S POLICY FOR TARDIES/PARTIAL DAYS OF ABSENCE HERE]

### LEAVES OF ABSENCE

NOTE: Programs with a course time of more than 600 hours, and that are eligible for Title IV funding, may have a leave of absence policy consistent with the U.S. Department of Education policy at 34 CFR §668.22(d).

The school director may grant a leave of absence after determining that good cause is shown. A student may have no more than two leaves of absence in a 12-month calendar period, and may be on leave of absence no more than 60 calendar days during that period. School attendance records will clearly define the dates of the student's leave of absence. A written statement of the reason(s) leave of absence was granted, signed by both the student and the school director indicating approval, will be placed in the student's permanent file. A student's enrollment in the course will be terminated if the student fails to return as scheduled from an approved leave of absence.

# SAMPLE ATTENDANCE POLICY FOR A TITLE IV SCHOOL THAT DOES NOT VOLUNTARILY TAKE ATTENDANCE

A student's enrollment will be terminated if the student's participation in an academically related activity cannot be documented:

- (1) at the end of the first week of the academic term;
- (2) at the end of the first month of the academic term;
- (3) at the midpoint of each academic term; and
- (4) at the end of each academic term.

A student whose enrollment is terminated for violation of the attendance policy may not reenroll before the start of the next progress evaluation period. This provision does not circumvent the approved refund policy.

### NOTE: A Title IV school may voluntarily take attendance. TAC §807.283(c)

### LEAVES OF ABSENCE

NOTE: Programs with a course time of more than 600 hours, and that are eligible for Title IV funding, may have a leave of absence policy consistent with the U.S. Department of Education policy at 34 CFR §668.22(d).

The school director may grant a leave of absence after determining that good cause is shown. A student may have no more than two leaves of absence in a 12-month calendar period, and may be on leave of absence no more than 60 calendar days during that 12-month calendar period. School attendance records will clearly define the dates of the student's leave of absence. A written statement of the reason(s) leave of absence was granted, signed by both the student and the school director indicating approval, will be placed in the student's permanent file. A student's enrollment in the course will be terminated if the student fails to return as scheduled from an approved leave of absence.

# SAMPLE ATTENDANCE POLICY FOR DEGREE GRANTING SCHOOLS ON THE QUARTER SYSTEM THAT TAKE ATTENDANCE

A student who accumulates absences for more than 20% of scheduled course time hours for a quarter will be placed on attendance probation for the next quarter. If the student is absent for more than 20% of scheduled course time during the probationary quarter, the student's enrollment in the course will be terminated.

PROVISION FOR TERMINATION OF ENROLLMENT PRIOR TO THE LAST QUARTER: A student's enrollment will be terminated when a student is absent in excess of 10 consecutive school days or an accumulation of 20% of the total course time hours in the course (whichever occurs first) in the quarter prior to the LAST quarter.

A student whose enrollment was terminated for violation of the attendance policy may not reenroll before the start of the next quarter. This provision does not circumvent the approved refund policy.

[INSERT THE SCHOOL'S POLICY FOR TARDIES/PARTIAL DAYS OF ABSENCE HERE]

### **LEAVES OF ABSENCE**

NOTE: Programs with a course time of more than 600 hours, and that are eligible for Title IV funding, may have a leave of absence policy consistent with the U.S. Department of Education policy at 34 CFR §668.22(d).

The school director may grant a leave of absence after determining that good cause is shown. A student may have no more than two leaves of absence in a 12-month calendar period, and may be on leave of absence no more than 60 calendar days during that 12-month calendar period. School attendance records will clearly define the dates of the student's leave of absence. A written statement of the reason(s) leave of absence was granted, signed by both the student and the school director indicating approval, will be placed in the student's permanent file. A student's enrollment in the course will be terminated if the student fails to return as scheduled from an approved leave of absence. INCLUDE THE FOLLOWING, IF APPLICABLE: Leave of Absence for Summer Session: This leave will not exceed the lesser of 120 days or the interval between the end of the spring academic quarter and the start of the fall academic quarter.

# SAMPLE ATTENDANCE POLICY FOR DEGREE GRANTING SCHOOLS ON THE SEMESTER SYSTEM (or other approved term) THAT TAKE ATTENDANCE

A student who accumulates absences for more than 20% of scheduled course time hours for a semester (or insert other approved term here) will be placed on attendance probation for the next semester (or other term). If the student is absent for more than 20% of scheduled course time during the probationary (or other term), the student's enrollment in the course will be terminated.

A student whose enrollment was terminated for violation of the attendance policy may not reenroll before the start of the next semester (or other term). This provision does not circumvent the approved refund policy.

[INSERT THE SCHOOL'S POLICY FOR TARDIES/PARTIAL DAYS OF ABSENCE HERE]

### **LEAVES OF ABSENCE**

NOTE: Programs with a course time of more than 600 hours, and that are eligible for Title IV funding, may have a leave of absence policy consistent with the U.S. Department of Education policy at 34 CFR §668.22(d).

The school director may grant a leave of absence after determining that good cause is shown. A student may have no more than two leaves of absence in a 12-month calendar period, and may be on leave of absence no more than 60 calendar days during that 12-month calendar period. School attendance records will clearly define the dates of the student's leave of absence. A written statement of the reason(s) leave of absence was granted, signed by both the student and the school director indicating approval, will be placed in the student's permanent file. A student's enrollment in the course will be terminated if the student fails to return as scheduled from an approved leave of absence. INCLUDE THE FOLLOWING, IF APPLICABLE: Leave of Absence for Summer Session: This leave will not exceed the lesser of 120 days or the interval between the end of the spring academic semester and the start of the fall academic semester.