



400 Chase Park South, Suite 300, Birmingham, AL 35244 205-397-6600
Texas Resident Online Program Enrollment and Tuition Agreement

PROGRAM: _____ **TOTAL PROGRAM HOURS:** _____ **TERM START DATE:** _____

Name: _____ Maiden (if different) _____ SS No: _____

Address: _____ City/State/Zip: _____

Phone Number: _____ Alternate Number _____ Email Address: _____

Birth Date: _____ High School Graduate: No: Yes: Year: _____ or Equivalent: GED Year: _____

HS/GED Name: _____ City/State/Zip: _____

Other Colleges: _____ Degrees(s): _____

Previously Attended/Enrolled at Virginia College: Yes No Date(s): _____ Location: _____

1. TUITION AND FEES

All tuition and fees must be paid in full prior to the commencement of each quarter unless other arrangements satisfactory to Virginia College (the "College") in its sole and absolute discretion, have been made with the student and his/her legal designee (the "Student"). The Student's account will be billed in accordance with the Tuition and Fee Addendum (the "Addendum") to the College's Catalog (the "Catalog"), within each quarter, until and unless such Addendum is amended and/or superseded by a new addendum or otherwise. **The College expressly reserves the right to increase the rate of tuition and related fees as the College deems necessary and/or appropriate, in its sole and absolute discretion, prior to the commencement of any quarter during the Student's enrollment with the College, in all cases in accordance with and subject to any applicable laws and/or state regulations. The College will notify the Student of any such increases in the tuition rate and/or related fees and expenses. By signing this Contract below, the Student (and, if applicable, his/her parent or legal guardian) acknowledges and agrees that the tuition rate, fees and other costs associated with the Student's participation in the courses and education offerings made available by the College to the Student (including without limitation those set forth in the "Tuition Schedule" below in this Paragraph 1) are subject to change and increase as the College deems reasonably necessary from time to time.**

TOTAL TUITION, FEES, AND OTHER CHARGES AS SPECIFIED IN THE CURRENT TUITION SCHEDULE:

Total credits required will be increased for students who must complete preparatory classes (see the Addendum for further information). A service fee of \$25.00 is charged per Online course. Books are included in the tuition charge; provided, however, that other expenses and fees may be charged by the College for certain courses for items other than books, including without limitation optional examinations, materials and other instructional aids or resources.

\$ _____ PER CREDIT HOUR — No interest is charged by the College.

APPLICATION/RE-ENTRY FEE (Not Applied to Tuition) \$ _____

Tuition \$ _____

(No Additional Fees)

TOTAL ESTIMATED COST \$ _____

Method of Payment Available: Debit Card Credit Card E-Checks

2. NOTICES TO THE STUDENT AND THE STUDENT'S RIGHT TO CANCEL

- a. **This Enrollment and Tuition Agreement (this "Contract") should be completed by the Student only after he/she (as an applicant for admission to the College) has successfully completed all prerequisites for admission to the College and he/she has been accepted for admission by the College. DO NOT SIGN THIS CONTRACT BEFORE YOU HAVE READ IT COMPLETELY AND THOROUGHLY. DO NOT SIGN THIS CONTRACT IF IT CONTAINS ANY BLANK SPACES.**
- b. The Student is entitled to an exact duplicate copy of the Contract the Student signed.
- c. **THIS CONTRACT BECOMES A LEGALLY BINDING INSTRUMENT UPON THE COLLEGE'S WRITTEN ACCEPTANCE DELIVERED TO THE STUDENT, UNLESS IT IS CANCELLED PURSUANT TO THE STUDENT'S RIGHT TO CANCEL.** The Student has the right to cancel the initial Contract until 11:59 p.m. local time in Birmingham, Alabama on the third business day following the day that the College accepts the Student's enrollment and, if so cancelled by the Student, the Student will be entitled to receive a refund of the registration fee and all advance monies paid within five business days of the Student's giving of such notification.
- d. Any holder of this consumer contract is subject to all claims and defenses that the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds thereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.
- e. **The terms and conditions of the Contract are not subject to amendment or modification by oral agreement.** To the contrary, any changes, amendments or modifications to the Contract will not be binding on either the Student or the College unless and until such changes have been approved in a writing signed by an authorized official of the College and the Student (or his/her parent or legal guardian if the Student has not reached the age of majority under the laws of the State of Alabama with respect to this Contract); provided, however, that the College may amend or increase the rate of tuition, fees or other charges set forth in Paragraph 1 of this Contract as the College, in its sole and absolute discretion, deems necessary and/or appropriate without first obtaining the consent, written, oral or otherwise, of the Student (and, if applicable, his/her parent or legal guardian).
- f. Dissatisfaction with, or non receipt of, the educational services being offered by the College does not excuse the Student, as a borrower, from repayment of any loan made to the Student, as a borrower, for enrollment at the College, including federally guaranteed and career loans provided by or through the College.

3. PROGRAM REVISION: Programs and individual courses are subject to change at the sole discretion of the College for any reason, including, without limitation, curriculum revisions, changes in course and/or program enrollment, instructor availability, facility and/or space availability, or such other actions or matters as the College may deem appropriate or necessary. In the event of a program and/or course change, the Student will not be entitled to a refund of any tuition for courses taken by the Student at the College prior to such change.

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4. COLLEGE CATALOG AND STUDENT HANDBOOK: The Student agrees to be bound by all of the terms, conditions, rules and regulations set forth in the Catalog and Student Handbook. The Student acknowledges he/she has received a copy of the Catalog and has had ample opportunity to review it prior to execution of this Contract by Student and/or his/her parent or legal guardian, if applicable. The Catalog and Student Handbook are available for the Student to access online at www.vc.edu.

5. ACCURACY OF INFORMATION: The Student acknowledges that the College relies upon the accuracy and completeness of all information and/or documentation provided to the College by the Student (and, if applicable, his/her parent or legal guardian) and he/she (and, if applicable, his or her parent or legal guardian) certifies that all such information and/or documentation is accurate, correct and complete. In the event that any such information and/or documentation provided by, or on behalf of, the Student is false, inaccurate, incomplete or misleading, the College may suspend, dismiss or expel, either temporarily or permanently, the Student from the College. In such cases, the Student may not be entitled to any credit for work that he/she may have completed at the College.

6. DISMISSAL: The Student agrees to attend all classes regularly and promptly unless he/she has sufficient reason(s) not to do so, such as illness, and to perform all lessons and assignments to the best of his or her ability. The College may terminate the Student's enrollment at the College for non-payment of fees or tuition, unsatisfactory progress, excessive absences, or behavior detrimental to the College or its faculty or students. Additionally, the Student's enrollment may be terminated without cause if the College deems such action to be in the best interests of the College and/or its students and faculty.

7. WITHHOLDING RECORDS: The College reserves the right to withhold records, including without limitation grade reports, transcripts and diplomas until all financial obligations are satisfied, consistent with applicable state and Federal law.

8. TRANSFERABILITY OF CREDITS: The College does not imply, promise or guarantee transferability of credits earned to any other educational or vocational institution. BY SIGNING THIS CONTRACT, YOU ACKNOWLEDGE THAT CREDITS EARNED AT THE COLLEGE MAY NOT TRANSFER TO OR BE TRANSFERABLE TO ANY OTHER EDUCATIONAL, VOCATIONAL OR OTHER INSTITUTION. TRANSFERABILITY OF CREDITS IS SOLELY DEPENDENT ON THE POLICIES OF THE INSTITUTION TO WHICH THE STUDENT SEEKS TO TRANSFER.

9. PLACEMENT ASSISTANCE DISCLAIMER: Although the College provides placement assistance upon graduation, the Student acknowledges and understands that he/she is responsible for obtaining employment and must seek job openings, prepare and send resumes, prepare for interviews and conduct himself/herself in a professional manner during the employment process. The Student further acknowledges and understands that the Student's college record and the efforts he/she puts into a job search have a significant effect and impact on his or her ability to find suitable employment. **THE COLLEGE HAS NOT AND DOES NOT GUARANTEE OR MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE (EXPRESS, IMPLIED OR OTHERWISE) REGARDING OR WITH RESPECT TO THE AVAILABILITY OR SUITABILITY OF EMPLOYMENT, ANY LEVEL OF COMPENSATION UPON EMPLOYMENT, OR ANY OTHER MATTERS RELATING TO EMPLOYMENT AND EMPLOYMENT OPPORTUNITIES AFTER GRADUATION OR COMPLETION OF ANY COURSE WORK AT THE COLLEGE.**

10. STUDENT COMPLAINT/GRIEVANCE PROCEDURE:

Statement of Intent – To afford full consideration to student complaints and concerning any aspect of the programs, facilities, or other services offered by or associated with Virginia College. This grievance procedure is intended to provide a framework within which complaints may be resolved. This procedure is not, however, a substitute for other informal means of resolving complaints or other problems. Students are encouraged to communicate their concerns fully and frankly to members of the College faculty and administration. Reasonable measures will be undertaken to preserve the confidentiality of information that is reported during the investigation.

Procedure – All student complaints will be handled in the following manner:

Step One: The student must try to resolve the issue with the campus staff member or instructor/ supervisor involved. If the matter is not resolved, the student should schedule a meeting with the Program Director of the involved department.

Step Two: If the Program Director/supervisor is unable to resolve the issue, the student should arrange to meet with the Academic Dean.

Step Three: If the matter is not resolved to the student's satisfaction, the student must present a written complaint to the Campus President (or designee). The Campus President (or designee) will promptly acknowledge receipt of the complaint and respond to the student in writing. The response will address the specific complaints and indicate what, if any, corrective action has been proposed or accomplished. The Campus President (or designee) will schedule/attempt to schedule a meeting with the student to discuss the written response within seven (7) school days after the student receives the response. The Campus President (or designee) will take the necessary steps to ensure that any agreed-upon solution or other appropriate action is taken.

Step Four: If the complaint is not resolved by the local Campus President (or designee), the student may submit the complaint in writing to the College's Student Ombudsman, Education Corporation of America, 3660 Grandview Parkway, Suite 300, Birmingham, Alabama 35243, or call toll free at (866) 677-9050. The role of the Student Ombudsman is to address student complaints and to identify satisfactory resolutions to student issues and concerns. The Student Ombudsman will respond to the student's complaint, generally within ten (10) days, specifying what action, if any, the College will undertake.

Step Five: If the complaint has not been resolved by Virginia College Online to the satisfaction of the student and the student is a Texas resident, the student may contact the Texas Workforce Commission, Career Schools and Colleges, 101 East 15th Street, Austin, Texas 78778-0001.

Step Six: If the complaint has not been resolved by Virginia College to the satisfaction of the student, the complaint may be referred to the Accrediting Council for Independent Colleges and Schools, 750 First Street NE, Suite 980, Washington, DC 20002-4241.

11. ARBITRATION: Any claim, controversy or dispute arising out of or relating to this Contract or any alleged breach, violation or default of this Contract, together with all other claims, controversies or disputes of any nature whatsoever arising out of or in relation to the Student's enrollment and participation in courses at the College (provided such dispute is not resolved by negotiation between the parties within thirty days after notice of such alleged or threatened breach, violation or default by either party), shall, upon notice by either party to the other party, be resolved and settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Such arbitration shall take place in Birmingham, Alabama. The arbitrator is authorized to fashion remedies, which make the prevailing party whole for the demonstrated losses incurred, including determining that the Student should be enjoined from certain actions or be compelled to undertake certain actions; provided, however, that the arbitrator shall have no authority to award punitive or other damages (including without limitation consequential or incidental damages or damages for lost profits or lost opportunities) not measured by the prevailing party's actual compensatory damages. The arbitrator's decision and award shall be final, binding on the parties, and non-appealable, and may be entered in any court of competent jurisdiction to enforce it. The parties shall, respectively, pay any expenses incurred as American Arbitration Association fees, administrative fees, arbitrator's fees, mediation fees, hearing fees, and postponement/cancellation fees in accordance with the rules and procedures adopted by the American Arbitration Association. Notwithstanding the provisions of this Paragraph, in the event a breach, violation or default of this Contract (or any of its terms) is alleged, the College shall have the option to seek injunctive relief in any court of competent jurisdiction barring further breach or

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violation of this Contract pending arbitration. **BY SIGNING THIS CONTRACT, THE STUDENT (AND, IF APPLICABLE, HIS/HER PARENT OR LEGAL GUARDIAN) GIVE UP THE RIGHT TO GO TO COURT AND THE RIGHT TO TRIAL BY JURY AND EXPRESSLY ACKNOWLEDGE AND UNDERSTAND THAT HIS, HER OR THEIR RIGHTS AND REMEDIES WILL BE DETERMINED BY AN ARBITRATOR AND NOT BY A JUDGE OR JURY. THE PARTIES UNDERSTAND THAT A DETERMINATION BY AN ARBITRATOR IS AS ENFORCEABLE AS ANY COURT ORDER AND IS SUBJECT TO VERY LIMITED REVIEW BY A COURT.**

12. REFUND POLICY Virginia College has selected to bill your student account in the same manner that you take classes. For example if you take 12 credit hours in a quarter, you will be billed for 12 credit hours. The refund policy will be calculated at the minimum period of enrollment of a quarter.

A. CANCELLATION PRIOR TO COMMENCEMENT OF CLASSES BY THE STUDENT: If the student does not begin classes, not more than \$100 will be charged by the College. Appropriate refunds must be made within 30 days of receipt of notice to the appropriate College indicated on the front of this agreement, indicating that the student will not enter.

B. WITHDRAWAL AFTER COMMENCEMENT OF CLASSES BY THE STUDENT: In computing refunds, the student will be considered to have been in attendance from the actual beginning of the quarter until the student's last date of attendance.

C. TEXAS WORKFORCE COMMISSION REFUND POLICY: Virginia College is entirely self-supporting. The registration of a student results in the assignment of a class place, the employment of instructors, and other provisions by the College that must be contracted in advance; therefore, students are encouraged to remain in school until the end of the quarter in which they are enrolled. The refund policies employed by Virginia College meet or exceed the minimum requirements of the Texas Workforce Commission as set forth below:

- I. The last date of attendance will be used to determine length of time in school. The last date of attendance is the official and effective termination date if the student is terminated by the school. Otherwise, the official and effective date of termination will be the earlier of the date of receipt of written notice from the student or ten days following the last date of attendance.
- II. If student cancels this contract within 72 hours of signing this contract or within 72 hours of touring the school (until midnight of the third day excluding Saturdays, Sundays, and legal holidays), or if the student is not accepted for enrollment, the College shall refund 100% of all monies paid.
- III. If tuition and fees are collected in advance of entrance, and if after the expiration of the 72-hour cancellation privilege the student does not enter school, not more than \$100.00 shall be retained by the school. 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 quarter 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 quarter 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 quarter for which the student has been charged on the effective date of termination. More simply, the refund is based on the precise number of clock/credit 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.
- IV. Refunds will be made in a reasonable manner for items of extra expense to the student, such as instructional supplies, tools, and all other such ancillary miscellaneous charges where these items are separately stated and shown in the data and furnished the student before enrollment.
- V. Refunds will be totally consummated within 30 days of the effective date of termination. If a student fails to return from an approved leave of absence, he/she shall be automatically terminated and refund shall be totally consummated within 30 days of the effective date of termination.
- VI. Students will receive a full refund if the enrollment was procured as a result of any misrepresentation in advertising, promotional materials of the College, or representations by the owner or representatives of the College, or if educational service is discontinued by the school, preventing the student from completing.
- VII. A student who withdraws for a reason unrelated to the student's academic status after the 75 percent completion mark of the quarter 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.

D. 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 on of the following options for each program in which the student is enrolled:

- I. 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, fee, or other charges owed by the student for the portion of the program the student does not complete following withdrawal;
- II. 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
- III. The assignment of an appropriated 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:
 - a. Satisfactorily completed at least 90 percent of the required coursework for the program; and
 - b. Demonstrated sufficient mastery of the program material to receive credit for completing the program.

E. U.S. DEPARTMENT OF EDUCATION RETURN OF FUNDS POLICY: U.S. Department of Education regulations prescribe that when a student receiving Federal student financial aid withdraws, any Federal student aid funds attributable to time after the last date of attendance (pro-rated on a daily basis) must be returned, unless the last date of attendance occurs after the 60 percent point in the quarter for which the student was charged. These regulations operate independent of the refund policy set forth above. This means that the College may be unable to retain enough of a student's Federal student aid to cover the student's charges under the refund policy. If so, the required return of funds will be made, and the College bills the student for any shortfall. All refunds are made within 45 days of the date the College determines that the student has withdrawn.

13. RE-ENTRY FEES: The College charges an entry fee to re-admit students who have previously withdrawn.



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14. LIQUIDATED DAMAGES; EXCLUSIVE REMEDY: The parties agree that if the College is found to have breached a material provision of this Contract to the substantial detriment of the Student, then the College must pay as liquidated damages (and not as a penalty) a sum up to an amount equal to any non-refunded tuition payments to the Student or the Student's lender in the case of a loan, or appropriate government agency in the case of a grant, it being acknowledged and agreed to by the parties to this Contract that the determination of the damages actually incurred by the Student as a result of such a breach by the College would be impractical or inherently difficult to ascertain or calculate and that said amount as liquidated damages, and not as a penalty, would represent a reasonable estimate of just and fair compensation to the Student for any such breach by the College. The parties further agree that payment by the College of such liquidated damages pursuant to this Paragraph 15 would constitute the sole and exclusive remedy of the Student for such a breach by the College (including without limitation any right to seek or recover incidental, consequential, exemplary or punitive damages).

15. ATTORNEYS' AND COLLECTION FEES: In any legal action permitted by this Contract or arbitration between the parties arising out of this Contract and the subject matter contained herein, the College, if it prevails, shall be entitled to recover its reasonable attorneys' fees in addition to any other relief to which it may be entitled or awarded. Further, the College shall be entitled to recover any attorneys' fees or collection agency fees and interest associated with the collection of a delinquent account of the Student.

16. INTEGRATION: This Contract (along with the Catalog and the Addendum, each as in effect from time to time) is and shall constitute the entire agreement between the Student (and, if applicable, his/her parent or legal guardian) and the College concerning the rights granted and the obligations assumed by the respective parties in this Contract and the subject matter contained herein. This Contract supersedes any prior or contemporaneous agreements, representations and understandings, whether oral, written or otherwise (other than those set forth in the Catalog and the Addendum, each as in effect from time to time). This Contract may only be modified in writing signed by both parties.

17. GOVERNING LAW: This Contract and the rights and obligations of the parties pursuant to this Contract shall in all cases be governed by and interpreted, construed and enforced in accordance with the internal laws of the State of Alabama without giving effect to any conflict-of-laws rule or principle that might refer the governance, the interpretation, construction or enforcement of this Contract to the laws of another jurisdiction.

18. SEVERABILITY; NO PRESUMPTION; NO WAIVER: In the event any provision of this Contract is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Contract, which shall be and remain in full force and effect, enforceable in accordance with its terms. In the event an ambiguity or question of intent or interpretation arises with respect to this Contract, this Contract shall be construed as if drafted jointly by the parties, and the parties expressly agree that no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Contract (or any portion thereof). No waiver by any of the parties to this Contract of any condition, term or provision of this Contract shall be deemed to be a waiver of any preceding or subsequent breach, violation or default of the same or any other condition, term or provision hereof.

19. NO THIRD PARTY BENEFICIARIES: The terms and provisions of this Contract are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties hereto to confer any third-party beneficiary rights upon any other person or entity.

20. USE OF LIKENESS, VOICE, AND NAME: I/we do hereby grant to the College and its owners, agents, successors, and assigns the exclusive right in perpetuity to use my likeness, name, picture and voice recorded during the time the Student is a student of the College. Such recordings may be in the form of video, film, sound recordings, photographs, or otherwise and may be incorporated in the production, use, and distribution of television, radio, video, dvd, stock footage, internet, print or any other form of distribution known or discovered later. All use of the Student's likeness, name, picture and voice shall be for instructional, publicity, or promotional purposes only and shall be the exclusive and sole property of the College to use, modify, or not use as it may desire. I/we, my/our heirs, successors, and assigns hereby discharge, release and forever waive any and all actions, claims, damages, liabilities, costs and expenses (including without limitation attorneys' fees) and other losses of any kind or nature that I/we may incur or have against the College and/or its owners, officers, directors, agents, employees and other representatives arising out of, or in any manner relating to, privacy, defamation, or any other claim of any kind or nature, whether based in contract, tort or otherwise, at law or in equity, under the laws of any state or the laws of the United States in connection with such use and further waive any claim, right or interest whatsoever in such use or in any recordings, originals, copies, derivatives or other reproductions.

21. NOTICES: For purposes of this Contract, notices and all other communications provided for in this Contract shall be in writing and shall be deemed to have been duly given (a) on the date of delivery when delivered by hand, (b) one day after dispatch when sent by reputable overnight courier maintaining records of receipt, or (c) three business days after dispatch when sent by registered or certified mail, postage prepaid, return receipt requested, all addressed as follows:

If to the College:

Virginia College
400 Chase Park South, Suite 300
Birmingham, AL 35244
Telephone: 205-397-6600

If to the Student (or his/her parent or legal guardian, if applicable), at the address of record listed on first page of this Contract or as otherwise maintained by the College's admissions and enrollment office, or to such other address as any party may have furnished to the other party in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

22. OTHER GRIEVANCE PROCEDURES: This provision is in addition to any grievance procedure specifically provided for by statute or rule to the extent that the claims are within the scope of such statute or rule.



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By signing this Contract, I/we acknowledge and certify that I/we have read and reviewed this Contract in full and I/we understand all of my/our rights and responsibilities and duties. Further, I/we agree to all of the terms and conditions of this Contract and the rules, regulations and policies of the Catalog, a copy of which I/we have received, reviewed and read prior to my/our execution of this Contract below.

STUDENT'S SIGNATURE

DATE

PARENT OR GUARDIAN'S SIGNATURE AS A CONTRACTING PARTY

DATE

AUTHORIZED COLLEGE OFFICIAL'S SIGNATURE

DATE

ACKNOWLEDGMENTS OF STUDENT (AND PARENT OR LEGAL GUARDIAN, IF APPLICABLE):

By initialing below, I/we acknowledge and represent that I/we have received the following:

- _____ A true and fully-executed copy of this Enrollment and Tuition Agreement.
- _____ A copy of, and information concerning access to, (1) the Virginia College Catalog, (2) the Notice of Cancellation, and (3) the Tuition and Fee Addendum to the Catalog.

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