

## CANCELLATION AND REFUND POLICY

### Applicable to Students Enrolled in Avocational ESOL Programs

Cancellation and tuition refund policies comply with applicable federal and state laws and regulations and ACCET policies. Written policies covering cancellation and refund policies pertaining to cancellations, withdrawals, and terminations are clearly stated to prospective students before enrollment, consistently followed, and publicly available. For definitions of terms referenced in this policy (e.g. cancellation, withdrawal, and termination) refer to the definitions section at the end of this document.

ACCET accredited institutions seek to promote good will through the use of explicitly stated, fair, and equitable cancellation and refund practices pertaining to cancellations, withdrawals, and terminations that take into consideration:

1. The legitimate reasons why an applicant or student may not be able to either start or complete the training; and
2. The reasonable expenses incurred by the institution.

#### **General Requirements:**

1. An institution must have an equitable, clearly defined, and uniformly administered cancellation and refund policy for cancellations, withdrawals and terminations.
2. The requirements established in this policy are the minimum acceptable standards for making refunds. Many institutions incorporate more generous policies and procedures which the Commission encourages.
3. If the institution is required to be licensed by the state and the state mandates a cancellation and refund policy, the institution must demonstrate compliance with that policy as well as with any unique requirements of ACCET's policy. The institution must compare the state's policy with ACCET's in each instance of cancellation or withdrawal and follow the policy that is more lenient towards the student. The written refund policies of the state and ACCET must be provided to students in the enrollment agreement, along with notification that a comparison will be made and the policy that is most beneficial to the student will be used.<sup>1</sup>

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<sup>1</sup> If the institution can demonstrate through a systematic written analysis, including side-by-side comparisons, that either the state policy or ACCET's policy is always more lenient towards students, the institution must follow the more lenient policy, but is not required to calculate refunds based on both policies for each student who cancels, withdraws, or is terminated. The institution may publish and implement its own policy based on the refund policies of the state and ACCET, if permissible by the state, which always provides the student with at minimum the most beneficial refund under the two policies. In this situation, the institution must demonstrate through a systematic written analysis, including side-by-side comparisons, that its policy provides students with a refund that is at least as beneficial as the refund provided under both the policy of the state and ACCET. Institutions that wish to do this should contact the ACCET office for guidance regarding this analysis.

4. An institution must provide (in English) a prospective student with enrollment/application documents that include the cancellation and refund policy and all program costs, including tuition, fees, and any other costs. The student must verify and attest that s/he understands the content. Additionally, the institution's enrollment documents (including enrollment agreements and catalogs, as applicable) are to be provided in a language the student understands. If these enrollment documents are not translated into a student's native language, the student must sign an attestation that s/he was provided the enrollment documents and given ample opportunity to review and understand the terms and conditions of enrollment, including the institution's refund policy, prior to signing the enrollment documents.
5. An institution may request, but not require, a student to submit a written notification of withdrawal for administrative purposes, unless written notice is mandated by federal or state law. It is noted that the Student Exchange Visitor's Program (SEVP) does not explicitly require written notification of cancellation or withdrawal.
6. An institution must not impose barriers to cancellations, withdrawals, or refunds due to or on behalf of students, including requirements for: (a) advance notification of cancellation or withdrawal; (b) written notice of cancellation or withdrawal, unless required by federal or state law; (c) a written request for a refund; and/or (d) a cancellation or withdrawal fee. Further, an institution may not deny refunds to or on behalf of students who are terminated due to violation of the institution's written disciplinary and/or attendance policies or local, state, or federal law.
7. In the event that no notice of withdrawal (written or verbal) is provided, an institution must automatically administratively withdraw a student after s/he has been absent for a maximum of 30 consecutive calendar days (excluding any scheduled breaks of the institution) and complete a refund calculation, processing any refunds to or on behalf of the student.
8. An institution that enrolls students for multiple terms of study that exceed twelve (12) months must not bill for a period in excess of twelve (12) month increments.
9. An institution must treat students fairly and equitably relative to tuition, other charges, and refunds.
10. An institution must complete and document refund calculations for each student who cancels, withdraws, or is terminated from training. This documentation must be sufficient to demonstrate that refunds are timely and accurate, including but not limited to:
  - a) Last Date of Attendance (LDA)
  - b) Date of Determination (DOD)
  - c) Charges to the student
  - d) Total amount paid
  - e) Weeks earned and resulting percentage of program completed
  - f) Calculation of refund

11. If the institution utilizes an authorized overseas agent for recruiting students, the institution must inform the student of its contractual relationship with the agent and how that relationship will affect the ability of the student to obtain a refund. In addition, the institution must document that the refund has been made on behalf of the student to the agent.

### **Refund Due Dates:**

1. If an applicant never attends class (no-show) or cancels the enrollment prior to the class start date, all refunds due must be made within forty-five (45) calendar days of the first scheduled day of class or the date of cancellation, whichever is earlier.
2. For an enrolled student, the refund due must be calculated using the last date of attendance (LDA) and be paid within forty-five (45) calendar days from the documented date of determination (DOD). The date of determination is: (a) the date the student gives notice of withdrawal to the institution; (b) the date the institution administratively withdraws the student, as identified under #7 above; or (c) the date the institution terminates the student due to the student's failure to adhere to the institution's attendance, conduct, or student progress policy. If a student provides advanced notice of withdrawal such that the 45-day window ends before the last date of attendance, the refund must be paid within forty-five (45) calendar days from the last date of attendance (LDA).

### **Charges Other Than Tuition:**

1. All extra costs, such as books, supplies, equipment, laboratory fees, rentals and any similar charges not included in the tuition, must be clearly stated in the enrollment/application documents. Non-refundable charges must be explicitly itemized on the enrollment/application documents. Charges that are non-refundable are limited to those materials that are distributed and attributable to the portion of the program attended by the student and to fees for services used by the student.
2. If applicable, students are bound by the terms as defined in any student housing agreements.

### **Cancellations:**

1. Rejection of Applicant: If an applicant is rejected for enrollment by an institution, or if a prospective student has his/her visa application rejected, a full refund of all monies paid will be made to the applicant, less a maximum of \$500 non-refundable charges if such charges are clearly itemized in the enrollment agreement as non-refundable.
2. Program Cancellation: If an institution cancels a program subsequent to a student's enrollment, the institution will refund all monies paid by the student.
3. Cancellation Prior to the Start of Class or No Show: Except under the circumstance identified in # 4 below, if an applicant accepted by the institution cancels prior to the start of scheduled classes or never attends class (no show), the institution will refund all monies paid, less any actual housing costs incurred by the institution and a maximum total

of \$500 identified non-refundable charges including any application/registration fee, courier fees, and travel cancellation insurance, if such charges are clearly itemized in the enrollment agreement as being non-refundable.

4. Cancellation Prior to the Start of Class or No Show: If an applicant accepted by the institution enters the United States on an I-20 obtained through the institution and subsequently cancels prior to the start of scheduled classes or never attends class (no shows), the institution may retain:
  - For an enrollment period of fewer than 12 weeks, all the tuition charges for up to four weeks of the first term/session, actual housing costs incurred by the institution, and a maximum total of \$500 for non-refundable charges including any application/registration fees, courier fees, and travel cancellation insurance, if such charges are clearly itemized in the enrollment agreement as being non-refundable.
  - For an enrollment period of 12 weeks or more, all the tuition charges for up to six weeks of the first term/session, any actual housing costs incurred by the institution and, a maximum total of \$500 for non-refundable charges, including any application/registration fee, courier fees, and travel cancellation insurance, if such charges are clearly itemized in the enrollment agreement as being non-refundable.

**Withdrawal or Termination After Start of Class:**

1. Refund amounts must be based on a student's last date of attendance (LDA). When determining the number of weeks completed by the student, the institution may consider a partial week the same as if a whole week were completed, provided the student was present at least one day during the scheduled week.
2. First Period of Financial Obligation: For students whose last day of attendance occurs at any point in the first four weeks of their initial period of financial obligation, the institution may retain the charges applicable to the first four weeks. For students whose last date of attendance occurs after the first four weeks but before or at the mid-point of their period of financial obligation, the institution may retain a prorated amount of tuition. For students whose last date of attendance occurs after the midpoint, the institution may retain all of the charges for that period. Any tuition paid for the balance of the program must be refunded in full.
3. Subsequent Periods of Financial Obligation or Enrollment periods: For students who have completed the first period of financial obligation or extended their enrollment at the institution but whose last date of attendance occurs before or at the midpoint of any subsequent period of financial obligation, the institution may retain a prorated amount of tuition for that period. For students whose last date of attendance occurs after the midpoint of any subsequent period of financial obligation, the institution may retain all of the tuition for that period. Any tuition paid for the balance of the program must be refunded in full.

## **Definitions:**

**Cancellation:** A student who never attends classes at the institution after enrolling and informs the institution in advance.

**No Show:** A student who never attends class at the institution after enrolling and does not inform the institution. Note that the ACCET policy treats no shows exactly the same as cancellations.

**Withdrawal:** A student who has attended at least one class at the institution, but does not complete the program s/he signed up to take.

**Termination:** A type of withdrawal initiated by the institution due to failure of the student to meet one or more institutional policy.

**Date of Determination (DOD):** The date: (1) the student gives notice of withdrawal to the institution, (2) the institution administratively withdraws the student, as identified under #7 above; or (3) the date the institution terminates the student due to the student's failure to adhere to the institution's attendance, conduct, or student progress policy.

**Last Date of Attendance (LDA):** The final date the student attends class.

**Period of Financial Obligation:** The training period for which a student is legally obligated to pay (e.g. month, term, or session), which may be less than the total period of enrollment, if tuition is charged in smaller increments, such as by the month, term, and/or session. Under no circumstance may a period of financial obligation exceed a 12-month period.