



ACCET Document 31.Avoc – Cancellation and Refund Policy

Cancellation and refund policies comply with applicable federal and state laws and regulations, and ACCET policies. Written policies covering cancellation and refund practices pertaining to cancellations, withdrawals, and terminations are clearly stated to prospective students before enrollment, consistently followed, and publicly available.

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

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

General Requirements

1. An institution must have a fair and 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.¹ The written refund policies of the state and ACCET must be provided to students in the enrollment agreement and/or enrollment document, along with notification that a comparison will be made and the policy that is most beneficial to the student will be used.
4. An institution must provide (in English) a prospective student with enrollment agreements and/or enrollment documents required for avocational programs/courses, which include the cancellation and refund policy, along with all program costs, including tuition, fees, and any other costs. The student must verify and attest in writing that he or she understands the content. The institution's enrollment documents (including enrollment agreements and

¹ 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 the student, 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 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.

catalogs, as applicable) are to be provided in a language that students understand. 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 must not require written notification of cancellation or withdrawal unless required by federal or state laws or regulations. In addition, an institution must not require notification of cancellation or withdrawal in person as a condition for making refunds, nor charge any penalty for failure to notify the institution in writing. An institution must not impose additional requirements for refund processing.
6. An institution must not obligate a student for more than 12 months at a time. Refund computations must apply to the stated charges attributable to the given period of financial obligation.
7. An institution must treat students fairly and equitably relative to tuition, other charges, and refunds. In no event shall a student be treated differently with respect to charges and refunds based on the source of funding or the timing of disbursements or payments.
8. 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 documentation regarding:
 - a. Start date
 - b. Last date of attendance (LDA)
 - c. Date of determination (DOD)
 - d. Charges to the student
 - e. Total amount paid
 - f. Weeks earned and resulting percentage of program completed
 - g. Calculation of refund
9. If the institution uses an authorized overseas agent for recruiting students, the institution must inform the student of its 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

If an applicant never attends class (no-show) or cancels the contract prior to the class start date, all refunds due must be made within 45 calendar days of the first scheduled day of class or the date of cancellation, whichever is earlier.

For an enrolled student, the refund due must be calculated using the LDA and be paid within 45 calendar days from the documented DOD. The date of determination is the date the student gives written or verbal notice of withdrawal to the institution or the date the institution terminates the student, by applying the institution's attendance, conduct, or Satisfactory Academic Progress policy. If a student provides advanced notice of withdrawal such that the 45-day window for

ACCET refund processing ends before the last date of attendance, the refund must be paid within 45 calendar days from the last date of attendance.

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 price, must be clearly stated in the enrollment agreements and/or enrollment documents. Non-refundable charges must be explicitly itemized in enrollment documents (including enrollment agreements and catalogs, as applicable). Charges that are non-refundable must be limited to those materials that are distributed and attributable to the portion of the program attended by the student.
2. If applicable, a student is bound by the terms as defined in any student housing agreement.

Cancellations

1. *Rejection of Applicant:* If an applicant is rejected for enrollment by an institution, a full refund of all monies paid must be made to the applicant, less a maximum application/registration fee of \$500 if such charges are clearly itemized in the enrollment agreement and/or enrollment documents as non-refundable.
2. *Program Cancellation:* If an institution cancels a program subsequent to a student's enrollment, the institution must refund all monies paid by the student.
3. *Cancellation Prior to the Start of Class or No Show:* If an applicant accepted by the institution cancels prior to the start of scheduled classes or never attends class (no-show), the institution must refund all monies paid, less a maximum application/registration fee of \$500, if such charges are clearly itemized in the enrollment agreements and/or enrollment documents as being non-refundable, and any actual costs incurred by the institution.
4. *Cancellation Prior to the Start of Class or No Show (Initial I-20):* 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:
 - a. 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.
 - b. 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.
5. *Cancellation Prior to the Start of Class or No Show (Change of Status):* If an applicant receives approval for a change of visa status with an I-20 issued by the institution and subsequently

cancels prior to the start of scheduled classes or never attends class (no shows), the institution may retain:

- a. 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.
 - b. 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.
6. *Cancellation After the Start of Class (Optional Student Trial Period):* An institution may consider a withdrawal as a cancellation or no-show (for example, within the first week of the program) provided this process is fully delineated in writing as part of the refund policy and provided to all students at or before enrollment. A student who is considered a cancellation or no-show under such a policy must have all charges refunded and all payments returned to the individual or the applicable funding source, less a maximum application/registration fee of \$500 if such charges are clearly itemized in the enrollment agreements and/or enrollment documents as being non-refundable, and any actual costs incurred by the institution.

Cancellations processed in accordance with this trial period section are not treated as a start by ACCET and, therefore, do not negatively impact the institution's completion rate.

Withdrawal or Termination After the Start of Class and after the Cancellation Period

1. *Avocational program less than 300 clock hours (or the credit hour equivalent):* For short-term avocational programs such as workshops, seminars, and similar programs, an institution must establish a refund policy in accordance with all guidelines outlined above in this document in order to promote goodwill through a fair and equitable policy.
2. *All Avocational programs 300 clock hours or greater:* For all other programs, an institution must establish, at a minimum, the following refund policy:
 - a. Refund amounts must be based on a student's 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.
 - b. After the Start of Class and through 50% of the period of financial obligation, tuition charges retained must not exceed a pro rata portion of tuition for the training period completed. Institutions may assess an administrative fee associated with withdrawal or termination not to exceed \$100.
 - c. After 50% of the period of financial obligation is completed by the student, the institution may retain the full tuition for that period.

- d. While ACCET requires that tuition be listed on the enrollment documents (including enrollment agreements and catalogs, as applicable), some states require that an institution list the tuition for an entire program on enrollment documents even when the institution only financially obligates the student for a portion of the entire program. When calculating a refund, the percentage of tuition retained by the institution must be based on the portion of the program the student was attending through his or her last date of attendance when the student dropped, not the tuition charged for the entire program listed on enrollment agreements and/or enrollment documents.

Definitions

Cancellation: A student who never attends classes at the institution after enrolling and informs the institution, except as noted in the section entitled “Cancellation After the Start of Class (Optional Student Trial Period).”

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 identically to cancellations.

Withdrawal: A student who attends at least one class at the institution but does not complete his/her program.

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

Period of Financial Obligation: The portion of the program for which the student is legally obligated to pay, which may be less than the full program and may not, under any circumstances, exceed a period of 12 months.

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

Date of Determination (DOD): The date the student notifies the school of withdrawal or the date the institution terminates or administratively withdraws the student.