

CANCELLATION AND REFUND POLICY

Applicable to Students Enrolled at Avocational ESL/ESOL Institutions

~~**Standard VII-B Cancellation and Refunds:** 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 enrollees **students** before enrollment, consistently followed, and publicly available. Refunds are calculated from the last date of attendance and are promptly made.~~

Rationale: 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.

~~As established in this policy, the requirements are to be considered the minimum acceptable standards for making refunds. Institutions may incorporate more generous policies and procedures which the Commission encourages.~~

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 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 against ACCET's and follow the one that is consistently more lenient towards the student. If the state does not have a required policy or the institution is not required to be licensed by the state, the institution must follow the policy as delineated in this document.~~
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.

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 either the policy of the state and of 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 students with enrollment/application documents in English that include the cancellation and refund policy and all program costs, including tuition, fees, and any other costs. The institution must also ensure that the application/enrollment documents are either translated and provided in hard copy or orally translated into a language that the student understands. The student must verify and attest that he or she understands the content. The institution's enrollment documents (including enrollment agreements and catalogs, as applicable) are to be provided in a language 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. Because of federal regulations requiring institutions to report changes in student status, an institution must require written notification of withdrawal from the student as a condition for making refunds. 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; and/or c) a written request for a refund. In the event that no notice of withdrawal (written or verbal) is provided, an institution must administratively withdraw a student after he or she has been absent for a maximum of 30 consecutive calendar days and complete a refund calculation, processing any refunds to or on behalf of the student.
7. An institution that enrolls students for multiple terms of study that exceed twelve (12) months may must not bill for a period in excess of twelve (12) month increments. Refund

computations will apply to the current ~~period of financial obligation term at the time of withdrawal.~~

8. 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. Except as noted below, student must not be treated differently based solely on their visa status.
9. An institution must complete and document refund calculations for each student who cancels, withdraws, or is withdrawn 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
10. 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 contract prior to the class start date, all refunds due ~~will~~ **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 ~~will~~ **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. The date of determination is: (a) the date the student gives written 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. Such charges, ~~which are not subject to tuition refund calculation, but are limited to those materials that are distributed and attributable to the portion of the program attended by the student.~~ Non-refundable charges must be explicitly **itemized stated** 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.

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, will be made 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 noted 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 show), the institution may retain:
 - For ~~a program of less~~ 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 noted in the enrollment agreement as being non-refundable.
 - For ~~a program~~ 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 ~~total of~~ \$500 for non-refundable charges, including any application/registration fee, courier fees, and travel cancellation insurance, if such charges are clearly noted in the enrollment agreement as being non-refundable.

Withdrawal or Termination After Start of Class:

- ~~1. The institution is not obligated to make refunds to students who are terminated due to~~

violation of the institution's written disciplinary and/or attendance policies or local, state, or federal law.

2. 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.
3. ~~First Term/Session — Four Weeks or Less: The institution may retain all the tuition charges for the term/session.~~
4. **First Period of Financial Obligation Term/session — Greater than Four Weeks:** For students whose last day of attendance occurs who withdraw at any point in the first four weeks of their initial period of financial obligation enrollment period, the institution may retain the charges applicable to the first four weeks. For students whose last date of attendance occurs who withdraw after the first four weeks but before or at the mid-point of their period of financial obligation the term/session, the institution may retain a prorated amount of tuition. For students whose last date of attendance occurs who withdraw after the midpoint, the institution may retain all of the charges for that period term/session. Any tuition paid for the balance of the program must be refunded in full.
5. ~~Prorated refunds will be calculated on a weekly basis. When determining the number of weeks, the institution will 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.~~
6. **Subsequent Periods of Financial Obligation or Enrollment periods Terms/Sessions:** For students who have completed withdraw after completing the first period of financial obligation or extend their enrollment at the institution term/session but whose last date of attendance occurs before or at the midpoint of any subsequent period of financial obligation term/session, the institution may retain a prorated amount of tuition for that period/session up to the midpoint. For students whose last date of attendance occurs who withdraw after the midpoint of any subsequent period of financial obligation term/session, the institution may retain all of the tuition for that period term/session. Any tuition paid for the balance of the program must be refunded in full.

Charges Other Than Tuition:

3. ~~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. Such charges are not subject to the refund computation but are limited to those materials that are distributed and attributable to the portion of the program in which the student is enrolled. Non-refundable charges must be explicitly stated on the enrollment/application documents.~~
4. ~~If applicable, students are bound by the terms as defined in any student housing agreements.~~

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).”

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 identical to cancellations

Withdrawal: a student who has attended at least one class at the institution, but does not complete the program he or she signed up for.

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

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

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

Period of Financial Obligation: the amount of the program the student is contracted to pay to the institution. 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.