

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 policies 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 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:

- 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, 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 required for vocational programs and/or enrollment documents required for other types of 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

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.

in writing 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. 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 twelve (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. Except as noted below, students must not be treated differently based solely on their visa status.
8. 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 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

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 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 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

refund processing ends before the last date of attendance, the refund must be paid within forty-five (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 agreement. Non-refundable charges must be explicitly itemized in the catalog and the enrollment agreement. 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, or if a prospective international student has his/her visa application rejected, a full refund of all monies paid must be made to the applicant, less a maximum application/registration fee of \$200 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 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 \$200, if such charges are clearly itemized in the enrollment agreement as being non-refundable, and any actual housing costs incurred by the institution. The only exception is for an international student who is recruited outside of the United States or its territories, receives an I-20 from the institution, enters the country, and subsequently cancels prior to the start of class or is a no-show. In this event, an institution may only retain a maximum total of \$500 for any non-refundable charges clearly identified and itemized in the enrollment agreement, including any application/registration fee, courier fees, and travel cancellation insurance.
4. 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 the maximum allowable application/registration fee of \$200, if such charges are clearly itemized in the enrollment agreement as being non-refundable.

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 good will through a fair and equitable policy.

2. All Vocational Programs and 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 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.
- b. During the first week of classes, tuition charges withheld must not exceed 10 percent (10%) of the stated tuition up to a maximum of \$1,000.
- c. After the first week and through fifty percent (50%) of the period of financial obligation, tuition charges retained must not exceed a pro rata portion of tuition for the training period completed, plus ten percent (10%) of the unearned tuition for the period of training that was not completed, up to a maximum of \$1,000. (See example.) Institutions that do not retain any unearned tuition may assess an administrative fee associated with withdrawal or termination not to exceed \$100.
- d. After fifty percent (50%) of the period of financial obligation is completed by the student, the institution may retain the full tuition for that period.
- e. While ACCET requires that tuition be listed on the enrollment agreement, some states require that an institution list the tuition for an entire program on an enrollment agreement 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 the enrollment agreement.

Refund Computation Example
(Avocational Programs More than 300 Clock Hours and All Vocational Programs)

- The student enrolled in a 48-week program, starting on January 4th and scheduled to complete on December 10th.
- There are two periods of financial obligation, of 24 weeks each.
- The total tuition is \$15,000. Tuition for each period is \$7,500.
- The last date of attendance (LDA) for the student is February 24th.
- The date of determination is March 8th.

<u>Number of weeks student attended</u>	<u>8 weeks</u>	=	33.3%
Number of weeks financially obligated	24 weeks		

Pro rata portion completed based on 8 weeks	=	33.3%
33.3% of \$7,500 tuition	=	\$2,500 (earned tuition)
10% of unearned tuition (\$7,500-\$2,500 = \$5,000 unearned)	=	\$ 500
Owed to institution	=	\$3,000
Student payment	=	\$7,500
Refunded to student by April 22 nd	=	\$4,500

Vocational Programs:

In addition to the requirements outlined above, an institution which offers vocational programs must also comply with the following:

1. The cancellation and refund policy and all program costs including tuition, fees, and any other costs must be delineated in the institution's catalog. Any non-refundable fees and charges must be clearly itemized as such.
2. An institution which participates in the Title IV programs must establish a Return of Title IV Funds policy which is in compliance with federal regulations and must also comply with federal regulations, as applicable, in the areas of attendance, leave of absence, etc. Federal regulations may differ from ACCET policy, and if stricter, take precedence.

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 identical 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 his or her withdrawal, or the date the institution terminates or administratively withdraws the student.