

## **INSTITUTIONAL REFUND POLICY – CALIFORNIA**

This refund policy applies to all terminations for any reason, by either party, including student decision, course or program cancellation, or school closure.

### **STUDENT'S RIGHT TO CANCEL**

1. A student has the right to cancel his or her agreement for a program of instruction and receive a refund of 100 percent of the amount paid for institutional charges through attendance at the first class session, or the seventh calendar day after enrollment, whichever is later.
2. After the end of the cancellation period, you also have the right to stop school at any time; and you have the right to receive a pro-rata refund if you have completed sixty (60) percent or less of the program. Changes to programs, i.e., Drops and/or adds can only be made during the first 7 calendar days of the program.
3. Cancellation may occur when the student provides a written notice of cancellation to the financial aid representative or Academy Director at the following addresses: Bellus Academy, 13266 Poway Road, Poway, CA 92064; Bellus Academy, 1073 East Main St., El Cajon, CA 92021; or Bellus Academy, 970 Broadway, Suite 110, Chula Vista, CA 91911. This can be done by mail, FAX, email or by hand delivery.
4. The cancellation date will be determined by the postmark on written notification, or the date said information is delivered to the academy in person.
5. The written notice of cancellation need not take any particular form and, however expressed, it is effective if it shows that the student no longer wishes to be bound by the Enrollment Agreement.
6. If the Enrollment Agreement is cancelled within the cancellation period, the academy will refund the student any money he/she paid within 45 days of the date the notice of cancellation is received..

**REMEMBER THAT YOU MUST CANCEL IN WRITING.** You do not have the right to cancel by telephoning the academy or by not coming to class.

### **WITHDRAWAL FROM THE PROGRAM**

You may withdraw from the academy at any time after the cancellation period (described above) and receive a pro-rata refund within 45 days of withdrawal if you have completed 60 percent or less of the period of attendance, based on scheduled hours. The refund will be less any deduction for equipment that the student has received and signed for.

For the purpose of determining a refund under this section, a student's official cancellation or withdrawal shall occur on the earlier of the dates of any of the following instances:

- a. An applicant is not accepted by the academy. The applicant shall be entitled to a refund of all monies paid.
- b. The student notifies the institution of the student's withdrawal in writing.
- c. The institution terminates the student's enrollment for failure to maintain satisfactory progress; failure to abide by the rules and regulations of the institution; absence in excess of maximum set forth by the institution; and/or failure to meet financial obligations to the academy.
- d. The student has failed to attend class for fourteen (14) calendar days, as determined by monitoring clock hour attendance at least every thirty (30) days.

- e. Failure to return from a leave of absence. The date of the student's withdrawal shall be the earlier of the scheduled date of return from the leave of absence or the date the student notifies the institution that the student will not be returning.

All refunds are calculated based on the student's last date of attendance.

For students who enroll and begin classes but withdraw prior to course completion (after seven business days of signing the contract), the following schedule of tuition earned by the school applies. All refunds are based on scheduled hours:

<b><u>Percent of Scheduled Time Enrolled to Total Program</u></b>	<b><u>Total Tuition School Shall Retain</u></b>
0.01% to 60%	Prorated based on percentage of scheduled attendance
60.01% and over	100%

**Calculation Example:** The following example illustrates the calculations outlined above. The figures are examples only; actual amounts may vary for each student/program.

Example: Student withdraws when he/she was scheduled to complete 45 hours in a 900 hours program.

<b>Payment Period</b>		Total Title IV Aid Disbursed	
Total # of Hours	450	Or could have been disbursed	\$2000
<u># of Scheduled Hours:</u>	<u>45</u>		
% Earned	10%	<b>Amount Earned by Student</b>	<b>\$200</b>

**Hypothetical Refund Example:** The following table outlines the refund due based on percentage of training completed, using scheduled hours, assuming you paid the following:

<b><u>Total Contract</u></b>	<b><u>Less STRF Fee</u></b>	<b><u>Less Kit Supplies</u></b>	<b><u>Tuition and Fees</u></b>		
\$19,500.00	-\$12.00	-\$2,500.00	\$16,925.00		
<b><u>% Completed</u></b>	<b>10%</b>	<b>25%</b>	<b>50%</b>	<b>60%</b>	<b>61%</b>
<b><u>Refund Due</u></b>	\$15,289.20	\$12,741.00	\$8,494.00	\$6,795.20	0

If any portion of the tuition was paid from the proceeds of a loan or third party, the refund shall be sent to the lender, third party or, if appropriate, to the state or federal agency that guaranteed or reinsured the loan. Any amount of the refund in excess of the unpaid balance of the loan shall be first used to repay any student financial aid programs from which the student received benefits, in proportion to the amount of benefits received, and any remaining amount shall be paid to the student. If the student has received federal student financial aid funds, the student is entitled to a refund of monies not paid from federal student financial aid program funds.

If the academy cancels a program subsequent to a student's enrollment, and before instruction in the program has begun, the academy shall provide a full refund of all monies paid.

If the academy cancels a program and ceases to offer instruction after students have enrolled and instruction has begun, the academy shall at its option:

- a. Provide a pro-rata refund for all students transferring to another school based on the hours accepted by the receiving school; or
- b. Provide completion of the program; or
- c. Participate in a Teach-Out Agreement; or
- d. Provide a full refund of all monies paid

In the event the academy closes permanently and ceases to offer instruction after students have enrolled, and instruction has begun, the academy will make arrangements for students to attend an alternate institution through participation in a Teach-Out Agreement. Should the student elect not to attend the alternate institution, a pro-rata refund of tuition will be made in accordance with the refund policy outlined above. Any monies due are refunded within 45 days.

When situations of mitigating circumstances are in evidence, the academy may adopt a policy wherein the refund to the student may exceed the minimum requirements.