## LADO INTERNATIONAL INSTITUTE POLICY 6.2

# Cancellation and Refund Effective Date: 03/15/16

#### 1.0 INTRODUCTION

LADO International Institute's Main Campus is licensed as a Post-Secondary School by the District of Columbia. LADO's refund policy complies with the District of Columbia's rules and regulations and is stated in the student Application/ Enrollment Agreement and school literature. LADO's refund policy also complies with ACCET Document 31.ESL requiring F-1 students to submit a written notification of withdrawal to LADO as a condition for making a refund.

## 2.0 **GENERAL CONDITIONS**

- a) In all cases, the refund due is based on the refund schedule below and the student's balance will be calculated based on the student's last date of attendance.
- b) Refunds are available within 30 (thirty) calendar days from the date LADO receives notifications of the students' request.

## 3.0 <u>72-HOUR RESCISSION PERIOD BEFORE STUDENT STARTS CLASS</u>

Students may rescind the **Application/Enrollment Agreement** (AEA) within 72 hours of signing the contract and obtain a full refund of all monies paid to LADO for registration and tuition. Refunds will be made to the applicant, as long as the student has not actually attended classes. The purpose of this 72-hour "cooling-off" period is to give the student a chance to void his/her contract with LADO within three business days before the contract begins without any penalties. However, once the student starts attending class, the contract is enforced and cannot be voided by the student. The 72-hour cooling-off period starts when the student signs the agreement, and does not include Saturdays, Sundays, legal holidays, or days when LADO is closed. This 72-hour period before services is accepted by the customer as required by District of Columbia law.

However, once a student begins attending class, the student cancels the 72-hour rescission period regardless of when the AEA was signed. LADO will consider this an acceptance of the agreement and a waiver of the 72-hour rescission period, and therefore the registration fee will become non-refundable even if the student drops out of the program within 72 hours of signing the AEA. The same principle applies to any tuition paid by the student if the student withdraws within the 72-hour rescission period. Students who drop out of class during the 72-hour period after signing the AEA are subject to the tuition refund provisions set forth below.

Refunds will be issued to the student within 30 calendar days of rescission of the agreement.

#### 4.0 AFTER THE 72-HOUR RESCISSION PERIOD OR AFTER STUDENT ATTENDS CLASS

## 3.1 <u>Registration Fee</u>.

- *a)* After the 72-hour rescission period, or if the student starts taking classes even within the 72-hour period which began when s/he signed the Application/Enrollment Agreement, the \$70.00 registration fee becomes non-refundable. The TEFL Certificate requires a \$100.00 registration fee, \$50.00 of which becomes non-refundable after the 72-hour rescission period. The remaining \$50.00 is refundable to the trainee.
- **b**) However, if a class is cancelled by LADO subsequent to a student's enrollment, LADO will refund the registration fee if this is the student's first session.
- c) If a student is rejected for enrollment by LADO, or if the U.S. Government rejects a student's visa application, a full refund of all monies paid to LADO for registration and tuition will be made to the applicant. Fees paid to the U.S. Government, courier fees, and other applicable fees paid to LADO are non-refundable. F-1 visa applicants are required to submit their requests for a refund in written form.

#### 3.2 Other Fees

Courier fees, as well as other administrative processing fees, such as rush processing fees, charged by LADO to its students, are non-refundable under any circumstances. All other fees charged by LADO to its students, with the exception of the \$70.00 registration fee within the 72-hour rescission period, are non-refundable, as long as these fees do not exceed \$350.00 when added to the non-refundable registration fee.

#### 3.3 Tuition

#### a) Course Cancellations

If a student's scheduled course is cancelled by LADO subsequent to the student's enrollment, LADO will refund all tuition fees paid by the student for the cancelled class.

For the purpose of cancellations described in this section, all refunds due will be made within thirty (30) calendar days of the first scheduled day of class.

## b) Cancellations for "no-shows"

When a student cancels his/her scheduled course, the student will receive a full tuition refund provided the student: 1) has not entered classes; and 2) cancels by the end of the registration period.

For more details regarding refunds for F-1 students, please refer to section 6.0 below, Refund Policy for F-1 Students

#### c) Cancellations after Registration Period. Automatic Drop for Excessive Absences

I. In order to receive a refund after the registration period begins, the student must notify LADO verbally or in writing of his/her wish to withdraw from a course (for F-1 students, a written notice is required).

II. In order to process any refund request, the refund is calculated by the student's documented drop date of enrollment or the last day the student attended the class.

Refunds are calculated based and on a prorated number of classes attended using session weeks. A session week begins on the first day of scheduled classes for any given program. Session weeks are not to be confused with calendar weeks. The prorated amount will be determined by the ratio of the number of weeks or lessons in series of instruction completed by the student to the total number of weeks of instruction offered. Any portion of a week's attendance by a student will be considered a full week's attendance for the purpose of this section. No part of the tuition will be refunded after 75% of the session has been completed by the end of the session week.

III. In all cases, the refund due is based on the refund schedule below. The student's current balance is calculated on refund forms using the student's documented drop date.

IV. All refunds will be paid within thirty (30) calendar days from the date LADO receives a complete written notification of the student's request to withdraw from a course (see *documented drop date* in the next section).

## d) Student Drops Out of Course without Notifying LADO

- I. LADO makes the determination that a student has automatically dropped out of a class session due to excessive absences if the student misses one-half of the session in consecutive absences without notice of withdrawal to LADO. This would be after the eighth ( $8^{th}$ ) consecutive absence without notice in the Intensive Program, the fourteenth ( $14^{th}$ ) consecutive absence without notice in the Semi-Intensive Program of both ESL Program and TEFL Certificate Program, the fourth ( $4^{th}$ ) consecutive absence without notice in the ESL Saturday Program, the eighth ( $8^{th}$ ) consecutive absence without notice in the Saturday TEFL Certificate Program, and the sixth ( $6^{th}$ ) consecutive absence without notice in the Spanish Program. The date LADO makes this determination (the  $8^{th}$ ,  $14^{th}$ ,  $4^{th}$ ,  $8^{th}$ , or  $6^{th}$  day, consecutive absence respectively) is the student's documented drop date for that session.
- II. Refunds are calculated based on the student's documented drop date of enrollment and on the proportion of classes attended on a week-by-week basis. For example, in the Intensive Program, LADO refunds 75% of the tuition if the student's termination date of enrollment is within the first four days of classes, 50% of the tuition if the student's termination date of enrollment is within 5-8 days, 25% of the tuition if the student's termination date of enrollment is within 9-12 days, and no tuition after 13 days. Please see the refund schedule below.

## 4.0 **REFUND SCHEDULE**

4.1a <u>Intensive (Morning)</u> (4-week program, 5 classes per week, 17 days of class per session at DC Branch, Arlington Branch, Silver Spring Branch) (4-week program, 5 classes per week, 19 days of class per session at Baldwin Wallace University Branch):

If a student cancels any day within the first four days of classes, 75% of the tuition paid will be refunded.

If a student cancels any day within the second four days of classes, 50% of the tuition paid will be refunded.

If a student cancels any day within the third four days of classes, 25% of the tuition paid will be refunded.

No tuition refund applies after the 12th scheduled class, since 75% or more of the program is completed.

4.1b <u>Intensive (Evening and Afternoon)</u> (4-week program, 5 classes per week, 20 days of class per session):

If a student cancels any day within the first five days of class, 75% of the tuition paid will be refunded.

If a student cancels any day within the second five days of classes, 50% of the tuition paid will be refunded.

If a student cancels any day within the third five days of classes, 25% of the tuition paid will be refunded.

No tuition refund applies after the 15<sup>th</sup> scheduled class, since 75% or more of the program is completed.

4.2 <u>Semi-Intensive, Morning and Evening (</u>8-week program, 4 classes per week, 29 classes per session):

If a student cancels any day within the 1<sup>st</sup> scheduled week of classes, 87.5% of the tuition paid will be refunded (7/8 of tuition).

If a student cancels any day within the  $2^{nd}$  scheduled week of classes, 75% of the tuition paid will be refunded (6/8 of tuition).

If a student cancels any day within the 3<sup>rd</sup> scheduled week of classes, 62.5% of the tuition paid will be refunded (5/8 of tuition).

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If a student cancels any day within the 4<sup>th</sup> scheduled week of classes, 50% of the tuition paid will be refunded (4/8 of tuition).

If a student cancels any day within the  $5^{th}$  scheduled week of classes, 37.5% of the tuition paid will be refunded (3/8 of tuition).

No tuition refund applies on or any time after the 21<sup>st</sup> scheduled class.

#### 4.3 Saturday (8-week program, 1 class per week, 8 classes per session):

If a student cancels after the 1<sup>st</sup> scheduled Saturday of classes, 87.5% of the tuition paid will be refunded (7/8 of tuition).

If a student cancels after the  $2^{nd}$  scheduled Saturday of classes, 75% of the tuition paid will be refunded (6/8 of tuition).

If a student cancels after the  $3^{rd}$  scheduled Saturday of classes, 62.5% of the tuition paid will be refunded (5/8 of tuition).

If a student cancels after the 4<sup>th</sup> scheduled Saturday of classes, 50% of the tuition paid will be refunded (4/8 of tuition).

If a student cancels after the 5<sup>th</sup> scheduled Saturday of classes, 37.5% of the tuition paid will be refunded (3/8 of tuition).

No tuition refund applies on or any time after the day of the 6<sup>th</sup> scheduled class.

#### 4.4 <u>Workshops</u> (12 hours classes per session):

Refunds of tuition from any elective Workshops are calculated applying proportional rates as in the other programs, as follows:

If a student cancels any time within 3 hours of class, 75% of paid tuition (3/4 of tuition) will be refunded.

If a student cancels any time within 6 hours of class, 50% of paid tuition (2/4 of tuition) will be refunded.

If a student cancels any time within 9 hours of class, 25% of paid tuition (3/4 of tuition) will be refunded.

No tuition refund applies on or any time after 10 hours of class.

4.5 <u>Spanish Program</u> (6 weeks per session, 2 classes per week, 12 classes per session):

If a student cancels any day within the 1<sup>st</sup> scheduled week of classes, 84% of the tuition paid will be refunded (5/6 of tuition).

If a student cancels any day within the  $2^{nd}$  scheduled week of classes, 75% of the tuition paid will be refunded (4/6 of tuition).

If a student cancels any day within the 3<sup>rd</sup> scheduled week of classes, 50% of the tuition paid will be refunded (3/6 of tuition).

If a student cancels any day within the 4<sup>th</sup> scheduled week of classes, 67% of the tuition paid will be refunded (2/6 of tuition).

No tuition refund applies on or any time after the 8<sup>th</sup> scheduled class.

4.6a <u>TEFL Certificate Program- Intensive</u> (4 weeks per session, 17 classes per session):

If a trainee cancels any day within the 1<sup>st</sup> scheduled week of classes, 75% of the tuition paid will be refunded.

If a trainee cancels any day within the 2<sup>nd</sup> scheduled week of classes, 50% of the tuition paid will be refunded.

If a trainee cancels any day within the 3<sup>nd</sup> scheduled week of classes, 25% of the tuition paid will be refunded.

No tuition refund applies during the 4<sup>rd</sup> scheduled week of classes (after the 12<sup>th</sup> scheduled class), since more than 75% of the program is completed in the fourth week of class.

4.6b <u>TEFL Certificate Program – Semi-Intensive</u> (8 weeks per session, 33 classes per session):

If a trainee cancels any day within the 1<sup>st</sup> scheduled week of classes, 87.5% of the tuition paid will be refunded (7/8 of tuition).

If a trainee cancels any day within the  $2^{nd}$  scheduled week of classes, 75% of the tuition paid will be refunded (6/8 of tuition).

If a trainee cancels any day within the  $3^{rd}$  scheduled week of classes, 62.5% of the tuition paid will be refunded (5/8 of tuition).

If a trainee cancels any day within the 4<sup>th</sup> scheduled week of classes, 50% of the tuition paid will be refunded (4/8 of tuition).

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If a trainee cancels any day within the  $5^{th}$  scheduled week of classes, 37.5% of the tuition paid will be refunded (3/8 of tuition).

No tuition refund applies on or any time after the 21<sup>st</sup> scheduled class.

4.6c <u>TEFL Certificate Program – Saturday (18 weeks per session, 1 class per week, 18 classes per session):</u>

If a trainee cancels after the 1<sup>st</sup> scheduled Saturday of classes, 94% of the tuition paid will be refunded (17/18 of tuition).

If a trainee cancels after the 2<sup>nd</sup> scheduled Saturday of classes, 88% of the tuition paid will be refunded (16/18 of tuition).

If a trainee cancels after the 3<sup>rd</sup> scheduled Saturday of classes, 82%% of the tuition paid will be refunded (15/18 of tuition).

If a trainee cancels after the 4<sup>th</sup> scheduled Saturday of classes, 76% of the tuition paid will be refunded (14/18 of tuition).

If a trainee cancels after the 5<sup>th</sup> scheduled Saturday of classes, 70% of the tuition paid will be refunded (13/18 of tuition).

If a trainee cancels after the  $6^{th}$  scheduled Saturday of classes, 64% of the tuition paid will be refunded (12/18 of tuition).

If a trainee cancels after the 7<sup>th</sup> scheduled Saturday of classes, 58% of the tuition paid will be refunded (11/18 of tuition).

If a trainee cancels after the 8<sup>th</sup> scheduled Saturday of classes, 52% of the tuition paid will be refunded (10/18 of tuition).

If a trainee cancels after the 9<sup>th</sup> scheduled Saturday of classes, 46% of the tuition paid will be refunded (9/18 of tuition).

If a trainee cancels after the 10<sup>th</sup> scheduled Saturday of classes, 40% of the tuition paid will be refunded (8/18 of tuition).

If a trainee cancels after the 11<sup>th</sup> scheduled Saturday of classes, 34% of the tuition paid will be refunded (7/18 of tuition).

No tuition refund applies on or any time after the day of the 11<sup>th</sup> scheduled class.

## 5.0 <u>TUTORIAL/PRIVATE CLASSES</u>

## 5.1 <u>72-Hour Rescission Period</u>

The student may cancel the agreement for tutorial/private classes within 72 hours of signing the AEA for a full refund, unless the tutorial lessons have started. After that time period, the registration fee is not refundable.

#### 5.2 Cancellation after Rescission Period

- a) Changes in tutorial class schedules must be made through the admissions officers. If the student cancels a tutorial class at least 24 hours in advance, there will be no charge for the cancelled class. This applies even when the cancelled class is rescheduled for a later date.
- b) If the student cancels with less than 24 hours' notice, the student will be charged for the entire length of the missed or scheduled class, even if the student made a partial cancellation.

#### 5.3 Classes Missed Without Notice

If the student misses the class without rescheduling or cancelling it, he/she will be charged for the class. At this point, LADO will notify both the student and the teacher that the class has been suspended until the student contacts the admissions officer to resume or terminate scheduled classes. If the student does not inform LADO within 15 days of his/her intention to resume classes, LADO will automatically terminate the class and will issue a refund for the remaining unused tutorial hours.

## 6.0 **REFUND POLICY FOR F-1 STUDENTS**

In the case of non-immigrant alien students who possess F-1 (student) visas, the following refund policy applies:

- 6.1 For initial I-20s issued by LADO, the DSO must cancel the I-20 in SEVIS, print out a proof of cancellation, and submit it to corporate accounting. For Change of Status rejections, LADO's DSO must verify denial in SEVIS as a step in the school refund process request prior to submitting the refund request to corporate accounting.
- 6.2 F-1 students must notify LADO, verbally or in writing, of withdrawal.
- 6.3 After the F-1 student signs the enrollment agreement, his/her refund will follow the same policy as those students in the AM, AI or PM Intensive Programs.

- 6.4 Students cancelling prior to the start of scheduled classes or never attend class:
  - *a)* Students applying for a student visa whose I-20 has been rejected will receive a full refund for their paid tuition. This statement does not apply to students already studying at LADO who apply for a change of status and whose application is rejected.
  - b) Students who have been issued an initial LADO I-20 and who have not submitted their initial I-20 to the U.S. consular office abroad for processing because they decided not to study at LADO, will receive a full refund for their paid tuition, but they will not be eligible for a refund of the \$70 registration fee. The same rule applies for students who apply for a Change of Status through LADO, receive approval from USCIS, and decide not to attend classes at LADO.
  - c) The 72-hour rescission period is applicable in all cases.
- 6.5 If the student has been registered in the school by his/her U.S. sponsor, agent, proxy, guardian, or representative, a refund will be made to this person upon proof of payment and identification within 30 (thirty) calendar days.

LADO will only issue refunds to the original payer on file. Payers who would like to designate another person to receive their refund must submit a request in writing to LADO upon applying for a refund. This letter must be submitted to the accounting department for processing.

## 7.0 HOW REFUNDS WILL BE ISSUED

Refunds will be available via check, credit card, wire transfer or credit on the student's Axess account. Amounts paid to LADO by credit card will be refunded to the original credit card used for payment, unless the credit card on file is no longer valid. Refunds paid in cash or by check will be paid by check as long as the student is in the U.S. or has otherwise informed LADO in writing that U.S. checks are accepted in the student's country of residency at the time the student's I-20 was issued by LADO. If the student is in his/her country of origin, the refund will be made available via credit card or wire transfer so that the student receives LADO's refund payment in the legal currency of the country of which he/she is a legal resident. All wire transfer fees will be paid by the student or the payer on the student's behalf. Refunds for continuing students will be credited to the student's Axess account.

Francisco Barrera, CEO