

# SOUTHWESTERN

## LAW SCHOOL Los Angeles, CA

### **Student's Right to Cancel and Tuition Refund Policy**

**Administrative policy approved July 22, 2022. Effective immediately.**

**Revision history:** Formerly a part of the annually revised Student Handbook; established as a standalone policy August 2022; revised in August 2023 and February 2024 to adjust to our new status as an approved entity with California's Bureau of Private Postsecondary Education.

**Related policies:** Academic Disqualification, Academic Probation, and Academic Improvement Program Policies; Administrative Withdrawal Policy; Attendance Policy; Financial Aid Satisfactory Academic Progress; Registration Policies and Procedures; Return of Title IV Funds; Student Honor Code; Student Tuition Recovery Fund; Transfer and Visiting Students Policy.

**Scheduled Review Date:** August 2024 (Accounting and Financial Aid Offices)

#### **A. Right to Cancel and Refund During the Cancellation Period**

Students have the right to cancel their enrollment at Southwestern Law School without any penalty or obligations and obtain a full refund of institutional charges paid through attendance at the first class session or the seventh day after signing the Enrollment Agreement, whichever is later (the "Cancellation Period").

To cancel, an incoming student who has not previously attended Southwestern must notify the Admissions Office ([admissions@swlaw.edu](mailto:admissions@swlaw.edu)) in writing indicating that the student no longer wishes to attend Southwestern or be bound by the Enrollment Agreement.

An incoming student who cancels their enrollment within the defined Cancellation Period is entitled to a full refund of institutional charges, less a reasonable seat deposit or application fee not to exceed \$250.

A continuing student signing a new or amended Enrollment Agreement who wishes to cancel must notify the Student Services Office ([studentservices@swlaw.edu](mailto:studentservices@swlaw.edu)) in writing, indicating that the student no longer wishes to attend Southwestern or be bound by the Enrollment Agreement.

A continuing student who cancels their enrollment within the defined Cancellation Period is entitled to a full refund of institutional charges for the Current Term specified in the then current Enrollment Agreement.

Southwestern will process the refund within 45 business days of receiving the cancellation notice.

## **B. Refund Following a Withdrawal**

After the Cancellation Period, the seat deposit and any applicable STRF fees are nonrefundable.

Students have the right to withdraw and receive a pro-rata refund for the current term, up to and including 60% of the current period of attendance. 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.

The prorated non-refundable charge is calculated by counting the number of calendar days starting with the first day of the term and ending with the last date of attendance. That result is divided by the number of calendar days in the term. The resulting percentage is then multiplied by the original tuition charged to determine the prorated nonrefundable charge, less nonrefundable fees. Parking fees and housing are also refunded, subject to this calculation.

To withdraw, the student should follow the provisions of Registration Policies and Procedures, which require the student to complete a form available from the Student Services Office and engage in an exit interview process.

Once the student completes more than 60% of the semester, summer session, London Study-Aboard Program, January intersession, or SCALE period, the student will be charged 100% of tuition and other charges, and no amount will be refunded.

For purposes of determining a refund under this section, a student will be deemed to have withdrawn when any of the following occurs:

- The student notifies the school in writing of their withdrawal or the actual date of withdrawal, whichever is later.
- Southwestern terminates the student's enrollment for failing to maintain satisfactory progress, abide by the school's rules and regulations, adhere to the attendance policy, or meet other obligations.
- The student fails to return from an approved leave of absence.

To determine when the refund must be paid, the date of Southwestern's determination that the student withdrew should be no later than 14 days after the student's last day of attendance, as determined from the school's attendance records. An R2T4 (Federal) refund calculation will be made along with the BPPE calculation, and if a difference exists, the larger amount will be repaid as required by federal and state law.

If the student obtains a loan to pay for an educational program, the student will be responsible for repaying the full amount of the loan plus interest, less the amount of any refund. If any portion of institutional charges was paid from the proceeds of a loan or third party, Southwestern will send the refund to the lender or third party that guaranteed or insured the loan. Any amount of the refund in excess of the unpaid balance of the loan will be used first 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 will be paid to the student, or if the student requests, will be sent to the appropriate lender to pay down the student's debt.

### **Sample Calculation:**

A full-time day student withdrew ten days after starting spring classes in mid-January 2023. In early January 2023, Southwestern disbursed \$10,142 in a Direct Unsubsidized Loan and \$28,684 in a Graduate PLUS Loan; these disbursements paid tuition of \$27,658, and the student received a \$11,168 refund from the credit balance. The student attended 10 of 116 class days in the spring, for a total of 8.6% of the scheduled classes. Southwestern returned \$25,279.41 of the aid under the R2T4 calculation. The student kept the \$11,168 refund received in early January 2023 because they were not required to return the refund. The school refunded the student's spring tuition (not part of the R2T4 process, but a decision by the Student Services Office), and the student requested that those funds be returned with the R2T4 funds for a total return of \$27,658. The Financial Aid Office sent a confirmation email to the student's personal email address, along with exit counseling documentation and instructions. This calculation resulted in a refund to the student that was slightly more than the BPPE calculations, so the R2T4 calculation was used.

## **C. Transition to Remote or Hybrid Education**

Southwestern may transition to remote or hybrid learning and operations as required by law (e.g., public health orders) or in its discretion after considering health and safety conditions or events of force majeure (e.g., pandemic). If the school transitions to remote or hybrid learning and operations, all tuition and fee obligations will remain the same, unless a fee pertains specifically to a service that is terminated by the school (e.g., on-campus parking). Similarly, the tuition and fee obligations will remain the same if, for any reason, a student is permitted by the school to complete a term remotely or using a combination of remote and in-person instruction.