# Chapter 3 Tuition and Fees

## **Section I Payment of Tuition and Fees**

The tuition and fees for students entering ASL in the 2023-2024 academic year are listed below. Students enrolled full-time are charged flat-rate tuition. Any student with less than full-time status will be charged the part-time tuition rate. Each applicant's seat deposits are credited toward the first semester's tuition and are non-refundable.

Tuition	\$41,000.00	(\$20,500.00 per semester)
Part-time tuition rate	\$1,585.00	(per credit hour/requires approval from the Chief Academic Officer)
Summer/Intersession courses	\$1,585.00	(per credit hour)
Visitor administrative fee	\$2,000.00	(upon commencement of visit)
Exam4 fee*	\$0.00	Exam-taking software is required for all exams unless instructed by the professor or Registrar.
Transcripts*	\$0.00	(current students and alumni for employment or bar applications)
Transcripts*	\$5.00	(current students and alumni for non- employment or non-bar application purposes)
Transfer package fee*	\$25.00	(per school application)
Expedited shipping	Amount varies depending on delivery service and amount of materials enclosed.	If expedited shipping is requested for any of the above transcript requests, the expedited shipping charge is required. The shipping charge must be paid before the request is filled.

<sup>\*</sup>fees are non-refundable

# Due Dates and Penalties for not paying tuition and fees

Tuition and fees are due on the first day of class. If you fail to pay or make arrangements to pay tuition and fees in full by the last day of class, you will be subject to the following actions:

- Registration will not be processed.
- Transcript requests will not be processed.
- Grade reports will be withheld.
- Registered students may be removed from current class enrollment.
- Certification of graduated students to bar authorities will be withheld.
- Diplomas will be withheld.

3-1

You will be unable to take final exams.

#### **Section II Financial Assistance**

A legal education is a major investment of time and money. All potential students should plan early during the application process and consider carefully, before entering, the costs and obligations of a legal education.

Although some assistance is available, students and their families are expected to make every reasonable effort to contribute through their own resources. The importance of responsible borrowing cannot be stressed enough. Students who borrow conservatively will find more flexibility in their future legal employment options. Counseling on student budgeting and financing options is available from the Financial Aid Office. Before graduation or if the student leaves law school, a student must complete exit counseling https://www.studentloans.gov before the end of the final semester or academic year. Federal regulations state that Appalachian School of Law is responsible for ensuring all students receiving Federal Financial Aid while enrolled at ASL complete exit counseling.

For additional information, contact the Financial Aid Office at 276-244-1291 or by email at <a href="mailto:registrar@asl.edu">registrar@asl.edu</a>.

#### Loans

Appalachian School of Law participates in the William D. Ford Federal Direct Loan (Direct Loan) Program, under which the U.S. Department of Education lends the money directly to students through the student's school instead of through a bank. Information on how to apply for Federal students loans can be found at <a href="https://studentaid.gov/understand-aid/types/loans">https://studentaid.gov/understand-aid/types/loans</a>. The basic steps for applying for federal student loans are:

- Create an account at <a href="https://studentaid.gov/h/apply-for-aid/fafsa">https://studentaid.gov/h/apply-for-aid/fafsa</a> by selecting Start New Form, which will prompt you to create an account.
- File out the FAFSA form for a federal Direct Unsubsidized Loan.
- Fill out the Grad PLUS loan at <a href="https://studentaid.gov/plus-app/grad/landing">https://studentaid.gov/plus-app/grad/landing</a>. You must have completed the FAFSA and applied for a federal Direct Unsubsidized Loan first
- Fill out the Master Promissory notes for both the Direct Unsubsidized and Grad PLUS loans.
- The amount of loans offered will be available after you arrive for orientation. A tool that estimates the amount of federal student aid funds that you may receive can be found at <a href="https://studentaid.gov/aid-estimator/">https://studentaid.gov/aid-estimator/</a>.

For additional information, contact the Financial Aid Office at 276-244-1291 or by email at <a href="mailto:registrar@asl.edu">registrar@asl.edu</a>.

#### Merit Scholarships

Appalachian School of Law is committed to recognizing the outstanding scholastic achievements of its entering students. ASL has established several levels of academic scholarships. Prospective students should contact the Financial Aid Office or check ASL's website to determine scholarship eligibility criteria. ASL endeavors to make these awards to all applicants who meet these eligibility

criteria. However, as scholarship assistance is limited, prospective students are encouraged to complete their applications and submit their seat deposits as soon as possible in the admissions cycle.

## Other Scholarships

For the 2023-2024 academic year, ASL has set aside monies for other scholarships. In addition to the Merit Scholarship program described above, Appalachian School of Law Scholars and the Buchanan County Scholarship funds provide awards ranging up to one-half of tuition. Awards are given for one academic year and may be renewed depending on academic performance. Appalachian School of Law Scholars are chosen by the Dean based on entering credentials or performance at ASL (for upper-level students). Buchanan County Scholarships are granted by the Buchanan County Board of Supervisors based on demonstrated financial need, entering credentials or performance, and place of permanent residence.

#### Veterans' Benefits

ASL has been approved under Public Law 89-358 provisions for eligible persons to receive veterans' benefits in connection with the J.D. degree. ASL is a Yellow Ribbon-qualified school. In compliance with Section 103 of the "Veterans Benefits and Transition Act of 2018,"; even if the VA has not yet paid tuition and fees, ASL will not:

- Prevent enrollment
- Assess a late penalty fee
- Require you to secure alternative or additional funding
- Deny access to any school resources (access to classes, libraries, or other institutional facilities) that are available to other students that have paid

To be eligible for coverage under section 103 of the "Veterans' Benefits and Transition Act of 2018", you must provide ASL with a copy of your certificate of eligibility for entitlement to educational assistance no later than the last day of class. Any other requested documentation must be submitted within a reasonable time frame to allow for proper enrollment certification. If your eligibility does not cover 100% of your educational expenses, any amount not covered must still be paid by the last day of class. For example, if your eligibility only covers 50%, then the remaining 50% of tuition and fees must be paid by the last day of class. For more information, contact the Financial Aid Office at 276-466-1291 or by email at <a href="registrar@asl.edu">registrar@asl.edu</a>.

#### Federal Work-Study

ASL participates in the Federal Work-Study (FWS) program. A limited number of employment opportunities are available to students enrolled at ASL. These jobs pay at least the minimum wage and may not exceed twenty hours per week. All students employed by ASL must participate in the FWS program.

Federal regulations require that eligible students selected to participate in the FWS program file a Free Application for Federal Student Aid (FAFSA) and meet the federal definition of financial need. Students should be aware that FWS earnings are a part of the student's overall financial aid

package; that is, the total amount of a student's FWS earnings, scholarships, grants, loans, etc., may not exceed his or her cost of attendance.

Students interested in participating in the FWS program should contact the Financial Aid Office at 276-466-1291 or by email at <a href="mailto:registrar@asl.edu">registrar@asl.edu</a> to determine their eligibility.

## **Section III Satisfactory Academic Progress**

Federal regulations stipulate that to be eligible for Title IV financial aid or Veteran's benefits a student must be making satisfactory academic progress toward a degree.

Students at ASL do NOT make satisfactory academic progress if they exceed a maximum time frame of 84 months for earning their J.D. degree or are academically dismissed in accordance with the academic standards set forth in Chapter 5 of the Catalog. Chapter 5 provides for academic dismissal from ASL's Juris Doctor program if a student's cumulative grade average falls below 2.0000. Chapter 5 contains details on how the cumulative grade average is calculated.

Students whose cumulative grade average falls between 2.0000 and 2.2999 (inclusive) are placed on academic probation for a maximum period of one semester. (See Chapter 5 for complete details on standards and requirements for academic probation status.) Academic probation shall NOT mean that the student is not making "satisfactory academic progress" or that the student is disqualified from eligibility for Title IV funds or Veteran's benefits. However, a student who is on academic probation for a semester is should be aware that his or her eligibility for Title IV funds/Veteran's benefits will end if the student does not successfully return to "good academic standing" after the probationary semester.

At the end of each Fall and Spring Semester, ASL's Chief Academic Officer reviews each student for "satisfactory academic progress." Students who are identified as failing to complete the degree requirements within 84 months of matriculation or as having been academically dismissed are notified via letter from the Chief Academic Officer before the next Fall/Spring semester begins. The dismissal letter is emailed to the student at his/her ASL email address.

Students are not reviewed for satisfactory academic progress at the end of Summer semester or other intersessions. Because Summer semester courses often begin immediately after completion of Spring semester, it is possible that students who are academically dismissed after Spring semester may not receive notification before a Summer course begins. In those instances, students enrolled in Summer courses will be administratively withdrawn from the courses regardless of the percentage of completion and will receive a grade of "W" for the courses. Tuition for those courses will be waived but the student's financial aid will be recalculated in the manner set forth below (an "R2T4" calculation).

Students who have a Leave of Absence approved for an upcoming semester are not considered as failing to make satisfactory academic progress unless the period of leave results in the student failing to complete the degree within 84 months of matriculation.

#### Section IV Withdrawal from ASL and Treatment of Title IV Funds Upon Withdrawal

A student "withdraws" from ASL when he or she ceases attending classes during an academic term in which he or she began attendance, or is dismissed from ASL during an academic term.

Students who are approved for a Leave of Absence during a semester in which the student has begun attending classes are not considered to have "withdrawn" from the program unless the student fails to return after the approved Leave of Absence. However, when a Leave of Absence occurs after the beginning of a term, the student may be required to return unearned Title IV funds for that semester, as set forth below.

Students who are academically dismissed after the Spring semester and are administratively withdrawn from Summer courses in which they enrolled or began attending before receiving notice of the academic dismissal will have Summer tuition waived, but may be required to return unearned Title IV Funds as set forth below.

An academic "term" is defined as the Fall semester, Spring semester, or Summer semester (including all Summer intersessions).

A student's "Withdrawal Date" is the last date of academic attendance as determined by ASL's attendance records. See the "Process for Withdrawal" section below for further information on how a determination of withdrawal is made.

Students who withdraw from ASL are responsible for paying all assessed tuition and fees due for that semester. To determine the amount of tuition owed by a withdrawing student, ASL follows the method described in the federal Return of Title IV Funds Calculation (see 34 C.F.R. § 668.22) (the "R2T4 Calculation") for calculating the percentage of time the student spent in academic attendance for that term. This is calculated by dividing the number of days completed up to the Withdrawal Date by the total number of days in the term. Any scheduled break of five consecutive days or more will be excluded from the total number of calendar days in the term. This policy will apply to all students regardless of whether the student received Title IV funds, except that students who are dismissed during a term for non-academic reasons are not eligible for tuition proration, and full tuition for the term is due and payable. Student fees are not refundable upon withdrawal.

ASL is required by federal law to re-calculate federal financial aid eligibility for students who withdraw prior to completing 60% of the semester using the R2T4 Calculation. The amount of Title IV funds "earned" by the student is based on the number of days of the academic term completed by the withdrawing student. The amount of federal financial aid awarded is recalculated in these situations and any portion of the financial aid received that is considered to be "unearned" must be returned to the Title IV program from which it was received.

For a student who withdraws after the 60% completion date, there are no unearned funds, and full tuition for the term is due and payable. However, ASL must still determine whether the student is eligible for a post-withdrawal disbursement of any Title IV funds still held by ASL at the date of withdrawal.

A student who is dismissed during a term for non-academic reasons prior to completing 60% of the semester is subject to the R2T4 calculation and may be responsible for returning any unearned Title IV funds.

Any student contemplating withdrawal should contact the Financial Aid Office for a calculation of tuition and fees owed and required refunds of Title IV funds to the student's loan program.

last revised: April 2024 3-5

Students who have received veteran's benefits or Title IV funds are required to undergo mandatory "exit counseling" to make sure students fully understand the R2T4 Calculations and their individual responsibilities with regard to financial obligations. Students withdrawing during the semester may be required to immediately refund to their student loan program any unearned student aid disbursed to them during that semester.

After calculation of the R2T4 in accordance with Title IV regulations, if the student earned less aid than was disbursed in that term, no additional disbursements may be made to the student. ASL will calculate the difference between the amount of aid earned and disbursed. Any funds remaining with ASL will be allocated to the applicable Title IV programs (first, to unsubsidized federal Direct funds, and then, to federal Direct Grad PLUS funds received on behalf of the student) as soon as possible after the R2T4 calculation is completed but no more than 45 days after the Determination of Withdrawal. After ASL has allocated the unearned funds for which it is responsible, the student must return unearned assistance for which the student is responsible. The student's responsibility is calculated by subtracting the amount of unearned aid that the institution is required to return from the total amount of unearned Title IV aid to be returned as determined by the R2T4 calculation. Further information on the student's responsibility for returning unearned aid may be found in 34 C.F.R. § 668.22(h).

If the total amount of Title IV assistance that the student earned as determined by the R2T4 calculation is greater than the total amount of Title IV assistance disbursed as of the date of the Withdrawal Date, the difference between these amounts will be treated as a post-withdrawal disbursement. Notification of eligibility for a post-withdrawal disbursement will be made to the student within 30 days after the Determination of Withdrawal. The student has 14 days from notification to accept or decline the disbursement. If the student accepts the disbursement, the disbursement will be made to the last address provided to ASL by the student within 14 days. If the student declines or fails to accept the disbursement, the entirety of the amount will be returned to the applicable Title IV program (in the order set forth above) and the student will be responsible for paying ASL any resulting balance due.

Upon withdrawal, scholarship awards for cost-of-living expenses for that semester will be prorated based on the same method used to calculate the return of Title IV funds. A withdrawal from the program will deactivate all future scholarship awards.

### **Process for Withdrawal**

A student contemplating withdrawal should contact the Chief Academic Officer as early as possible to discuss withdrawal options and to obtain ASL's Withdrawal Form and should contact the Financial Aid Office as early as possible to receive an estimate of the calculation of tuition and fees due and required refunds of Title IV funds to the student's loan program. The student should complete the Withdrawal Form including date of intended withdrawal, obtain the approval of the Chief Academic Officer, submit the completed form to the Registrar's Office, undergo mandatory financial aid exit counseling, and arrange all necessary payment or refunds with the Financial Aid Office based on the actual date of withdrawal. The date of determination of withdrawal will be the date those steps are completed. The date of withdrawal will be the last date of the student's academic attendance.

A student who does not contact the Chief Academic Officer before ceasing to attend classes will have his or her date of withdrawal determined by the last date of attendance according to ASL's attendance records. The determination of withdrawal may necessarily be made after the last date of academic attendance. This determination will be made by the Chief Academic Officer when it comes to her attention that the student has stopped attending classes and is unresponsive to requests for information about his or her intent. This does not relieve the student of any responsibility for the refund of unearned Title IV funds based on the R2T4 calculation.

#### Section IV Disbursements of Credit Balances

A Title IV credit balance occurs whenever the amount of Title IV program funds earned and credited to a student's account for an academic term exceeds the amount assessed to the student for allowable charges for that academic term. Such credit balances shall be paid to the student as soon as possible but no more than 14 days after the credit balance occurred or 14 days after the first day of class of that academic term if the credit balance occurred on or before the first day of class.

#### Section V Military Withdrawals, Reinstatement, and Deferrals of Initial Enrollment

Students requesting to withdraw from ASL because they have been called to active duty with orders to leave during a semester will be granted permission without punitive action, and a full refund of paid tuition and fees for the semester will be made. Refunds will be processed in accordance with regulations governing the source of the funding. In some cases, funds may be returned to their source rather than directly to the student.

Students called to active military duty are encouraged to communicate with the Chief Academic Officer to make arrangements regarding courses they are currently enrolled in. Depending on how much of the semester is complete at the time of withdrawal and the length of the active duty, it may be possible to either withdraw from the course with a grade of "W" or to leave courses in an incomplete status pending the student's return.

Students who have been called to active duty after paying a seat deposit but before matriculating will receive a refund of their seat deposit.

Students are requested to provide copies of activation orders. If orders are unobtainable (in some emergency call-ups, this is possible), the Chief Academic Officer or Registrar will contact the company commander for verbal confirmation. Students with federal financial aid are advised that withdrawal may result in a requirement to commence repayment. Students on active duty with outstanding federal loans should contact their loan servicer about whether deferment or other benefits may be available. Students with federal financial aid will be given the option of a full or partial refund as appropriate and subject to federal aid guidelines.

All military withdrawal policies are subject to and may be superseded by ABA accreditation standards in place at the time of withdrawal.

#### Military Reinstatement and Deferral of Initial Enrollment

All students leaving under the military withdrawal policy are entitled to reinstatement into the JD program, or in the case of students who have paid a seat deposit but have not matriculated, to defer initial enrollment if:

3-7

The student returns to ASL after a cumulative absence of not more than five years, and

• The student provides notice of intent to return to ASL not later than three years after completion of the service period.

Students are directed to seek academic advising from the Registrar or the Chief Academic Officer before seeking reinstatement. Students should note that ABA accreditation standards require the completion of all courses to be applied toward the JD degree within a single 84-month period. This limitation may sometimes require students to retake courses after reinstatement.

All military reinstatement and deferral of initial enrollment policies are subject to and may be superseded by ABA accreditation standards in place at the time of reinstatement or deferral of initial enrollment.