

Policy Name: Developing a Teach Out  
Approving Authority: Academic Council

Policy # AA-027  
Approval Date: 12/18/2023  
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### **Statement**

The Developing a Teach Out Plan of Beal University Canada (“BUC” or the “University”) provides for the University’s guidelines on developing a teach out plan to ensure equitable treatment of students. The Academic Council will review this policy annually.

### **Purpose**

The purpose of the University’s Policy on Developing a Teach Out Plan is to ensure the institution has a defined plan to provide equitable treatment of students in the event the University closes.

### **Roles and Responsibilities**

The policy’s administrative responsibility is the University’s President. The Academic Council has oversight and approval authority over this policy.

### **Policy**

The University teach out plan (“Plan”) will be developed to ensure:

- equitable treatment of students by ensuring that they can complete the educational program in which they were enrolled immediately prior to the situation requiring a teach out within a reasonable period;
- prompt notification of additional costs to students, if any.

The Plan will contain:

- a. A complete list of currently enrolled students (redacting personally identifiable information) in each affected program at the institution, and the program requirements each student has completed;
- b. A complete list of the academic programs offered by the institution, and the names of other institutions that offer similar programs that could potentially enter into a Teach-Out Agreement with the institution;
- c. A communication plan that provides all potentially eligible students with information about how to obtain a closed school discharge and, if applicable, information on refund policies;
- d. A record retention plan to be provided to all enrolled students that delineates the final disposition of teach out records (e.g., student transcripts, billing, financial aid records);
- e. Information on the number and types of credits any teach-out receiving institution is willing to accept prior to the student’s enrollment; and
- f. A clear statement to students of the tuition and fees of the educational program and the number of types of credits that will be accepted by each teach-out receiving institution.

Timeline:

This plan will be developed as soon as reasonably possible upon the determination a teach out is necessary. The University will notify the appropriate provincial authorities immediately and begin to execute the following documentation.

**Related Policies and Documents**

Addendum: Institutional Teach-Out Plan

Addendum: Affidavit

Addendum: Sample Notification to Students

**Addendum  
INSTITUTIONAL TEACH-OUT PLAN**

Name of School: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 School Contact Person: \_\_\_\_\_

**List of all other Regulatory agencies (e.g. programmatic)**

1. The number of currently enrolled students and a numbered list of all students by program and their estimated graduation dates.  
**The following is the list of enrolled students as of \_\_\_\_\_.**

Student Name	Program	Estimated Graduation Date
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2. The expected final graduation date and school closure.  
**\_\_\_\_\_ is the expected final graduation date and \_\_\_\_\_ is the expected school closure date.**
3. The status of unearned tuition, all current refunds due and account balances.  
**As of \_\_\_\_\_ there is no unearned tuition and all student refunds have been made.**  
**\_\_\_\_\_ Tuition is charged to the student account as they enroll in classes each term.**  
**Therefore, there is no unearned tuition, nor prepaid tuition, at the end of each term. All student credit balances are remitted to students and returned to the federal loan services.**
4. A description of how student records, including educational, billing, accounting and financial aid records, will be stored in an accessible location and in accordance with applicable legal requirements in the event the school closes.  
**All student records, including educational, billing, accounting and financial aid, at \_\_\_\_\_ are maintained in electronic format in the student information system. In the event of a campus closing, arrangements would be made to transfer student records to a partner institution and to the Provincial authority. \_\_\_\_\_ serves as the default repository for records from closed institutions of higher education.**
5. An explanation, accompanied by supporting documentation and timelines, of how the school would notify students in the event of closure; a copy of the notice that will be provided to students; a description of the specific additional charges to students, if any; and the school's plan for providing advance notification to students of any additional charges.  
**\_\_\_\_\_ would notify the enrolled students by email and registered mail. The enrolled students would be notified a minimum of 90 days prior to any change to the school's teaching plan. There would be no additional charges anticipated for students.**

See attached sample notice to students titled “Notification sample”.

6. A Teach-Out Plan: A demonstration and description of how the delivery of training and services to students will not be materially disrupted and that obligation to students will be timely met. If the school’s plan is to remain open until all students have completed their education, then the plan must demonstrate the school’s commitment and ability to do so including:

**\_\_\_\_\_ intends to maintain the highest level of compliance regarding all governmental and accrediting requirements throughout the process of reaccreditation. \_\_\_\_\_ intends to completely fulfill its obligations to its enrolled students, maintaining the highest standards of academic integrity. \_\_\_\_\_ is prepared to fulfill its obligations to students, employees, creditors, and regulatory agencies in the event that a final teach out or campus closing should be required.**

- i. An analysis of the number of students currently enrolled, the amount of education (time) each student has left to complete, and the resources/finances that would be required to complete that education (faculty and staff etc.)

**The number of students currently enrolled consists of the following:**

- \_\_\_\_\_ currently enrolled students as of \_\_\_\_\_.
- \_\_\_\_\_ of those currently enrolled will graduate prior to \_\_\_\_\_.
- \_\_\_\_\_ students would remain in process of completing their degrees as of \_\_\_\_\_.
- The \_\_\_\_\_ remaining students would have approximately \_\_\_\_\_ credits to complete.
- \_\_\_\_\_ students, of the \_\_\_\_\_, would complete approximately \_\_\_\_\_ credits by \_\_\_\_\_.
- After \_\_\_\_\_, there would be \_\_\_\_\_ remaining students with approximately \_\_\_\_\_ credits.
- With effective scheduling of the remaining classes required to enable the students to complete their degrees, \_\_\_\_\_ would anticipate having all students completed by \_\_\_\_\_.

<u>Program</u>	<u># of students</u>

\* It would be anticipated these students would complete by \_\_\_\_\_ by offering the required classes in earlier terms.

The financial resources required to enable the above enrolled students to complete their program would consist of the following assumptions:

1. \_\_\_\_\_ has approximately \_\_\_\_\_% of the students utilizing financial aid grants and loans. Therefore, \_\_\_\_\_ has approximately \_\_\_\_\_ of its students that are private pay.
2. \_\_\_\_\_ will maintain its private scholarships and scholarships. \_\_\_\_\_ will eliminate all institutionally funded scholarships.
3. \_\_\_\_\_ has long term partnerships with the financial institutions \_\_\_\_\_. All the lending institutions have provided student loans to \_\_\_\_\_ students and have committed to continue providing financing for \_\_\_\_\_ students.

4. \_\_\_\_\_ would reduce the campus size from \_\_\_\_ to \_\_\_\_ square feet. \_\_\_\_\_ would maintain the classrooms, laboratory rooms, learning resource center, faculty and administrative offices. \_\_\_\_\_ has a cafeteria, bookstore and physical fitness center that would be subleased to another tenant. Students would have the ability to still utilize these facilities.
5. \_\_\_\_\_ would reduce the administrative positions (such as admissions, marketing and financial aid) that would be unnecessary if the school were to cease enrolling new students. Payroll would consist primarily of faculty, student affairs and career services employees.
6. Projected costs below are based on \_\_\_\_ students completing \_\_\_\_\_ credits in \_\_\_\_ months from \_\_\_\_\_. It is estimated \_\_\_\_, will be paid through outside student lending sources as has been customary for \_\_\_\_\_.

**Projected costs:**

**REVENUE**

Tuition revenue \$

**OPERATING EXPENSES**

Rent

Payroll/benefits

Educational materials/supplies

Admin misc

**Total Expenses**

**Net income (deficit) \$**

- ii. A detailed analysis/description of how the school has the capacity and financial stability to provide all education and services per the enrollment agreement through that time period. \_\_\_\_\_ has sufficient financial resources to fund the deficit noted above in which to provide all the education and services to enable students to complete their degrees. \_\_\_\_\_ As of \_\_\_\_\_, \_\_\_\_\_ has been protecting resources to establish an institutional contingency fund to support operational expenses. \_\_\_\_\_ also has access to a bank line of credit of \_\_\_\_\_ to use for working capital as needed for providing educational services.
7. Evidence of specific transfer arrangements with another school(s) for any program that the school cannot or would not intend to complete the training should closure of the school occur. **As evidenced by the financial plan, \_\_\_\_\_ has both the commitment and the access to resources to complete training for students currently enrolled in all programs.**
8. An attestation from a designated school official confirming that the school understands and will fully adhere to the notification requirements to students and that the school guarantees that it will provide at least 60-days advance notice to the oversight agency and provincial authority regarding any decision to cease operations.

9. An attestation, signed by a designated and authorized representative of each ownership entity/group of the school that pledges:
- i. To ensure the allocation and commitment of the necessary financial and other resources and capital to the school;
  - ii. That the delivery of training and services to students will not be materially disrupted; and
  - iii. That obligations to students will be timely met, should the school make a decision to cease operation and that the school will: notify the Provincial authority in a timely manner in accordance with the Rules of Process and Procedure and update this teach-out plan where appropriate and provide official notice of the effective date of closure.

**Attached find an affidavit from \_\_\_\_\_, confirming that ownership pledges and commits to:**

- i. Ensure the allocation and commitment for necessary financial, capital, and other resources to fulfill the financial plan;**
- ii. Ensure that the delivery of training and services to students will not be materially disrupted; and**
- iii. Ensure that obligations to students will be met in a timely fashion – including notification to the Provincial authorities and an updated teach-out plan as appropriate – in the event a decision is made to cease operations. It is understood that all such notifications will announce the effective date of such a decision.**

**Addendum  
Affidavit**

I, \_\_\_\_\_, as the designated and authorized representative of each \_\_\_\_\_, ownership entity of the \_\_\_\_\_ pledge and commit to:

- i. Ensure the allocation and commitment for necessary financial, capital, and other resources to fulfill the financial plan;
- ii. Ensure that the delivery of training and services to students will not be materially disrupted; and
- iii. Ensure that obligations to students will be met in a timely fashion – including notification to the Provincial authority and an updated teach-out plan as appropriate – in the event a decision is made to cease operations. It is understood that all such notifications will announce the effective date of such a decision.

Dated this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

\_\_\_\_\_  
Signature of Affidavit

Sworn to and subscribed before me, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**Addendum**  
**“SAMPLE”**

**NOTIFICATION TO STUDENTS**

Dear Student:

We are informing you that we are planning to teach out \_\_\_\_\_. It is always a difficult decision to teach out a school, but we are working hard to ensure that the teach out process goes smoothly, and that every student has the opportunity to complete his or her program of study. We plan to complete this teach out process described below under a plan approved by the school’s regulatory authority.

Within the next seven days, you will be meeting with the President, or a person assigned, to discuss **your** option to either (1) create a personalized academic plan to assist you in making this transition and completing your program of study, or (2) Transfer to another post-secondary educational institution. Within three (3) instructional days of your meeting, please select one of the following options to confirm your choice, and then sign and print your name below.

Please select the box to show your choice:

I choose to complete my program of study. I understand that by this choice, I will also receive career planning and placement services to assist me in finding a job for at least 60 days after I complete my program. I understand that to complete my program, I may be required to transfer to a comparable program at a comparable school; if I must transfer, I will have no additional cost above the amount I would have been charged to complete my program at \_\_\_\_\_ and that job placement services and other post-graduation services would be provided by the receiving institution;

OR

I choose not to complete my program of study at this school, and to withdraw from \_\_\_\_\_ and receive a full refund of all direct educational charges I paid for my program, including tuition, fees, and any other actual institutional charges I paid.

**IF YOU DO NOT MAKE A CHOICE BETWEEN (1) OR (2) ABOVE, YOU WILL BE WITHDRAWN FROM YOUR PROGRAM.**

**Important notice if you have a student loan:** In addition to any \_\_\_\_\_ refund that may be paid, you have separate rights if you have a Federal loan. You may be eligible for forgiveness (“discharge”) of the federal student loans you received to attend your school if one of the following happens:

- If you continue at \_\_\_\_\_ but \_\_\_\_\_ closes before you complete your program, or
- If you transfer to another school but you do not complete your program there, or
- If you withdraw from \_\_\_\_\_ less than 120 days before \_\_\_\_\_ closes.

It has been a privilege to have participated in your educational journey thus far. It is our sincere hope that you will continue to work toward reaching your career goals, and we wish you every success in the future.



**CONFIRMATION:**

Please sign and print your name to confirm that you have read and understood your choice to continue your program of study or obtain a full refund of all direct educational charges you paid for your program, including tuition, fees, and any other actual institutional charges you paid.

Student Signature

Printed Name

Date