

Withdrawals and the Return of Title IV Funds

The Return of Title IV Funds (Return) regulations do not dictate an institutional refund policy. Instead, a school is required to determine the earned and unearned portions of Title IV aid as of the date the student ceased attendance based on the amount of time the student spent in attendance or, in the case of a clock-hour program, was scheduled to be in attendance. Up through the 60% point in each payment period or period of enrollment, a pro rata schedule is used to determine the amount of Title IV funds the student has earned at the time of withdrawal. After the 60% point in the payment period or period of enrollment, a student has earned 100% of the Title IV funds he or she was scheduled to receive during the period.

For a student who withdraws after the 60% point-in-time, there are no unearned funds. However, a school must still determine whether the student is eligible for a post-withdrawal disbursement (PWD).

The Return regulations do not prohibit a school from developing its own refund policy. However, the school must comply with refund policies required by some state or other outside agencies. Although a school, state or agency refund policy will determine the charges a student will owe after withdrawing, those policies will not affect the amount of Title IV Aid the student has earned under the Return calculation.

INSTITUTIONAL REFUND POLICY

For applicants who cancel enrollment or students who withdraw from enrollment a fair and equitable settlement will apply. The following policy will apply to all terminations for any reason, by either party, including student decision, course or program cancellation, or school closure. Any monies due the applicant or students shall be refunded within 45 days of official cancellation or withdrawal. Official cancellation or withdrawal shall occur on the earlier of the dates:

1. An applicant is not accepted by the school. The applicant will be entitled to a refund of all monies paid.
2. A student (or in the case of a student under the legal age, his/her parent or guardian) cancels his/hers enrollment in writing within three business days of signing the enrollment agreement. In this case all monies collected by the school shall be refunded, regardless of whether or not the student has actually started classes.
3. A student cancels his/her enrollment after three business days of signing the contract but prior to starting classes. In these cases, he/she shall be entitled to a refund of all monies paid to the school less the application fee in the amount of \$100.00.
4. A student notifies the institution of his/her withdrawal in writing.
5. A student on an approved leave of absence with a documented date of return, and the student then notifies the school that he/she will not be returning, then for purposes of determining the refund, the date of withdrawal shall be deemed to be the earlier of the date on which the leave of absence expired or the date on which the student notifies the school in writing that the student will not be returning. All refunds are based upon scheduled hours.
6. A student is terminated by the school. Unofficial withdrawals will be determined by the institution by monitoring attendance at least every 30 days. Enrollment time is defined as the scheduled time elapsed between the actual starting date and the date of the students last day of attendance at school. Unofficial withdraw will occur when the student is not in attendance for a time period of 14 consecutive days from the last day of physical attendance occurs.
7. In type 2,3,4, & 5, official cancellations or withdrawals, the cancellation date will be determined by the postmark on the written notification, or the date said notification is delivered to the school administrator or owner in person.
8. For students who (a) enroll and begin classes but (b) withdraw prior to course completion and (c) such withdrawal is more than 3 business days after signing this Enrollment Agreement, the school 's refund policy is as listed at the bottom of paragraph 8. All refunds are based on scheduled hours.

**PERCENT OF SCHEDULED TIME TOTAL TUITION SCHOOL
ENROLLED TO TOTAL COURSE/PROGRAM SHALL RECEIVE/RETAIN**

0.01 TO 04.9% 20%

5% TO 09.9% 30%

10% TO 14.9% 40%

15% TO 24.9% 45%

25% TO 49.9% 70%

50% AND OVER 100%

If the school cancels a course and or program and ceases to offer instruction after students have enrolled and instructions has begun, the school shall at its option; Provide a Pro Rata refund for all student's transferring to another school based on hours accepted by the receiving school; or Provide completion of the course and or program; or Participate in a Teach-Out agreement; or Provide a full refund of all monies paid.

All refunds will be calculated based on the students last date of attendance. Any monies due a student who withdraws shall be refunded within 45 days of a determination that a student has withdrawn, whether officially or unofficially.

A pro rata refund is calculated for any student who receives Title IV funds, this calculation is based on payment periods. Cost of Kit/Books and supplies are not included in the tuition refund computations. These become property of the student when issued and are Non-Refundable. In the case of disabling illness or injury, death in the student's immediate family or other documented mitigating circumstances, a reasonable and fair refund settlement

will be made. If permanently closed or no longer offering instruction after a student has enrolled, the school will provide a pro-rata refund of tuition to the student OR provide course completion through a pre-arranged teach out agreement with another institution. If the course is canceled after the student's enrollment, the school will provide a full refund of all monies paid or completion of the course later. Students who withdraw or terminate prior to course completion are charged a cancellation or administrative fee in the amount of \$150.00. This refund policy applies to tuition and fees charged in the enrollment agreement. Other miscellaneous charges the student may have incurred at the institution (EG: extra kit materials, books, products, unreturned school property, etc.) will be calculated separately at the time of withdrawal. All fees are identified in the catalog and in this enrollment agreement. The cancellation fee and the miscellaneous fees will be deducted from any tuition refund otherwise payable to the student. If the administrative fee and miscellaneous charges exceed the tuition refund, such amounts are due and payable to the school immediately.

This Enrollment Agreement may not be altered in any manner, except in a writing signed by both the student and the school, it may not be amended by any oral agreement. The school is not responsible for any injuries or any nature whatsoever which are the direct or indirect result of negligence, carelessness or lack of skill by one or more students practicing any part of the school's course upon themselves or upon other students, and such students agrees to release and hold harmless the school from any claims for damages asserted. By entering into Enrollment Agreement, the student acknowledges having read and understood this provision and waives any claims against the school for such acts. In the event a student has a balance remaining owing to the school at the time of withdrawal or graduation, the school has a policy of placing such accounts with a collection agency or attorney, at the school's choice, on or after 30 days. The student is responsible for such balances together with the reasonable fee charged by such collection agency or attorney.