

## **Refund and Cancellation Policy**

The following refund policy shall apply to students at the Institution's campus:

A. Cancellation:

By the Applicant – If within five days of signing the enrollment agreement an applicant would like to cancel his/her contract and receive a full refund of all tuition and fees paid, he/she must submit in writing, email or certified mail, to the Campus President notice of intent to cancel. The refund will be sent to the last address on record with the institution unless the written notice of cancellation provides an alternative.

By the Institution - An applicant who is accepted for admission may have his/her enrollment cancelled at the discretion of the Institution not later than forty-five (45) calendar days after the start of scheduled classes in the applicant's first payment period in school. This cancellation provision applies ONLY to students in their FIRST payment period of a first time enrollment. Applicants whose enrollment is cancelled will be given a full refund of all monies paid for first payment period tuition and Educational/Resource fees. Five (5) days after the date the enrollment agreement is signed, the application fee and the seat fee are non-refundable. Students who continue attending classes in second or subsequent school payment periods (or after the 45-day cancellation period in the first payment period) and then drop out or are dismissed are subject to the refund policy described in the catalog which is available on the campus website or will be provided upon request. The cancellation period may be extended by the institution if it determines there are extenuating circumstances. B. Cancellation after Re-enrollment: An applicant who is accepted for re-enrollment may have his/her reenrollment cancelled not later than 5 business days after signing the re-enrollment agreement. Applicants whose re-enrollment is cancelled will be given a full refund of all monies paid for the reenrollment payment period only. The cancellation period may be extended by the institution if it determines there are extenuating circumstances.

B. Cancellation after Program Change: An applicant who changes programs may have his/her enrollment in the new program cancelled not later than 5 business days after signing the program change enrollment agreement. Applicants whose program change enrollment is cancelled will be given a full refund of all monies paid for the first payment period of the new program only. The cancellation period may be extended by the institution if it determines there are extenuating circumstances.

C. Cancellation after Program Change: An applicant who changes programs may have his/her enrollment in the new program cancelled not later than 5 business days after signing the program change enrollment agreement. Applicants whose program change enrollment is cancelled will be given a full refund of all monies paid for the first payment period of the new program only. The cancellation period may be extended by the institution if it determines there are extenuating circumstances.

D. Refund – Students are charged tuition for each payment period during which they attend class. A student who begins classes and then withdraws, or is terminated, prior to the end of a payment period will receive a refund of tuition for that payment period in accordance with the standards described below. (1) For a student withdrawing from school during the first week of the payment period, the

tuition charges refunded by the institution shall be 75% of the tuition of the payment period. (2) For a student withdrawing from school during the second week of the payment period, the tuition charges refunded by the institution shall be 50% of the tuition for the payment period. (3) For a student withdrawing from school during the third week of the payment period, the tuition charges refunded by the institution shall be 25% of the tuition for the payment period. (4) For a student withdrawing from school during the third week of the payment period. (4) For a student withdrawing from school during or after the fourth week of the payment period, the student is entitled to no refund. (5) The refund shall apply only to that payment period (the payment period in which the student discontinued attendance prior to the end of the payment period); tuition and fees for all prior payment periods have been earned and are not subject to refund. Refunds will be made only of tuition actually charged, received, and retained by the institution. The institution will retain tuition equal to the tuition charged for the payment period, less the refund as calculated in this policy. (6) Refunds will be made to the program, public or private entity, or student as described elsewhere in this policy, and in accordance with the rules of any financial assistance program from which the student received aid. All other fees and or charges are not refundable.

E. For purposes of computing the amount of refund due, if any, for students who discontinue attendance for any reason after enrollment and commencement of classes, the last date of attendance from the Institution will be used in the computation of the student's refund. The last date of attendance is defined as the last day a student had an academic related activity. The institution will begin the refund process no later than 45 days after the date of determination (DOD). If a student begins the official withdrawal process or provides official notification to the school of his or her intent to withdraw, the DOD will be the date the student began the official withdrawal process or provides or provide a notification, whichever is later. If a student did not begin the date the institution became aware that the student ceased attendance.

F. This refund policy shall apply to all situations in which a student ceases attending classes prior to graduation whether such cessation is the result of the student's voluntary decision to withdraw, the expulsion of the student by the Institution, or reasons beyond the control of either party.

G. Notifications of withdrawal or cancellation and requests for refund must be in writing and addressed to the Campus President; however, failure to make such written notification or requests shall not invalidate the student's rights under this contract to withdraw, cancel enrollment or receive the refund to which the student would otherwise be entitled.

## **Return to Title IV Policy**

The law specifies how West Virginia Junior College must determine the amount of Title IV program assistance funds that a student earns if he or she withdraws from school. A student is considered withdrawn if the student ceases attendance and is not scheduled to begin another course within the payment period. If the student is enrolled in programs taught in modules, the student is considered withdrawn if the student ceases attendance and is not scheduled to begin another course within the payment period. If the student and is not scheduled to begin another course within the payment period for more than 45 calendar days after the end of the module the student ceased attending.

A student is not considered to have withdrawn (in the case a student is enrolled in a program taught in modules) if the institution obtains written confirmation from the student at the time of withdrawal that he or she will attend a later module in the same payment period.

Additionally, there are exceptions to when a student is considered withdrawn. For all programs, a student who completes all the requirements for graduation from his or her program before completing

the days or hours in the period that he or she was schedule to complete is not considered to have withdrawn. For programs offered in modules, a student is not considered to have withdrawn if the student successfully completes one module that includes 49 percent or more of the number of days in the payment period, excluding schedule breaks of five or more consecutive days and all days between modules. Successful completion means earning at least one passing grade. For programs offered in modules, a student is not considered to have withdrawn if the student successfully completes coursework equal to or greater than the coursework required for the institution's definition of half-time status (6 credit hours) for the payment period. Successful completion means earning at least one passing grade.

If a student does not meet one of the exceptions above, a calculation is performed to determine the amount of federal student aid a student has earned up to his or her point of withdrawal.

The Title IV Federal student aid programs covered by this Return to Title IV policy are Federal Pell Grants, Iraq and Afghanistan Service Grants, Direct Loans (Subsidized and Unsubsidized), Direct PLUS Loans, and Federal Supplemental Educational Opportunity Grants (FSEOG).

Though the student's aid is posted to the student's account at the start of each payment period, the student earns the funds as he or she completes the payment period. If the student withdraws during the payment period, the amount of Title IV program assistance that was earned up to that point is determined by a specific formula. If the student received (or the institution or parent received on your behalf) less assistance than the amount earned, the student may be able to receive those additional funds. If the student received more assistance than the amount earned, the excess funds must be returned by the institution and or the student.

The amount of assistance that is earned is determined on a pro rata basis. For example, if a student completed 30% of the payment period, the student earned 30% of the assistance that was originally scheduled for the student to receive. Once the student has completed more than 60% of the payment period, the student earned all the assistance that was scheduled for the student to receive for that period. If the student did not receive all the funds that were earned, the student may be due a postwithdrawal disbursement. If the post-withdrawal disbursement includes loan funds, the institution will obtain the student's (or parent's in the case of a PLUS Loan) permission before it can disburse them. The student (or parent) may choose to decline some or all the loan funds so that additional debt is not incurred. West Virginia Junior College may automatically use all or a portion of your postwithdrawal disbursement of grant funds for tuition and fees. Any excess grant funds will be disbursed to the student. West Virginia Junior College needs a student's permission to use the post-withdrawal grant disbursement for all other institutional charges. If the student does not give permission, the funds cannot be used for institutional charges. However, it may be in the student's best interest to allow the school to keep the funds to reduce the debt at the school. If a student is eligible for a post-withdrawal disbursement for Title IV funds, it will be processed for the student and a refund will be issued within 14 days of the credit balance.

If the student (or parent) received excess Title IV program funds that must be returned, the institution will return a portion of the excess equal to the lesser of:

1. the institutional charges multiplied by the unearned percentage of the student's Title IV funds, or

2. the entire amount of excess funds.

West Virginia Junior College must return this amount even if it didn't keep this amount of the Title IV program funds.

If West Virginia Junior College is not required to return all of the excess funds, the student must return the remaining amount. For any loan funds that the student must return, the student (or the parent for a Direct PLUS Loan) must repay the loan in accordance with the terms and conditions of the promissory note. That is, a student will make scheduled payments to the holder of the loan over a period of time.

Any amount of unearned grant funds that the student must return is called an overpayment. The maximum amount of a grant overpayment that the student must repay is half of the grant funds received or were scheduled to receive. A student does not have to repay a grant overpayment if the original amount of the overpayment is \$50 or less. The student must make arrangements with West Virginia Junior College or the Department of Education to return the unearned grant funds.

Funds that are returned to the federal government are used to reduce the outstanding balances in individual federal programs. Unearned financial aid returned by the West Virginia Junior College must be allocated in the following order:

- 1. Federal Unsubsidized Direct Loan
- 2. Federal Subsidized Direct Loan
- 3. Federal Direct Parent Loan (PLUS)
- 4. Federal Pell Grant
- 5. Iraq and Afghanistan Service Grants
- 6. Federal Supplemental Educational Opportunity Grant (SEOG)

If the institution is required to return Title IV funds as a result of the Return to Title IV calculation, this return will occur within 45 days of the date the institution determined you have withdrawn.

The requirements for Title IV program funds when a student withdraws are separate from the refund policy that the institution has. Therefore, the student may still owe funds to West Virginia Junior College to cover unpaid institutional charges. The institution may also charge the student for any Title IV program funds that the institution was required to return. Students should review the institution's cancellation and refund policy which is described in the West Virginia Junior College catalog.

To officially withdraw, a student should contact the Campus President (verbally or in writing). An Unofficial Withdrawal Occurs when:

- a student leaves the school without notice, Or

- When all courses in which the student is enrolled are given a W or WF grade due to non- completion of the course.

The student's last date of attendance or participation in any academic activity will be the date used to calculate the Return of Title IV Funds. This last date of attendance is determined by using the institution's attendance records.