

**REFUND LAW AND PROCEDURES** In compliance with the Commonwealth of Massachusetts - General Laws - Chapter 255, Section 13K & 230 Code of Massachusetts Regulations 230 CMR 15.04 (5) and (6):

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- (5) After April 1, 2017, if a School allows a student to begin participation in a Program while an initial award for financial aid, including student loans, is pending, and the student subsequently is denied some or all of that student loan or financial aid amount, the School shall offer that student in writing an opportunity to terminate the enrollment agreement with a full refund of all Monies Paid, less actual reasonable administrative costs as defined under M.G.L. c. 255, § 13K.
- (6) In addition to the requirements of M.G.L. c. 255, § 13K, for programs, beginning after April 1, 2017, prior to the completion of five school days or five percent of the Program, whichever occurs first, a School shall afford a student the opportunity to withdraw with a full refund of all Monies Paid, less (1) actual reasonable administrative costs as defined under M.G.L. c. 255, § 13K; and (2) actual reasonable costs of non-reusable supplies or Equipment where a School reasonably provided the student with the supplies or Equipment, so long as the student receives the refund to which they are entitled under M.G.L. c. 255, § 13K. Provided, however, that this provision shall not apply to (1) Programs not subject to division approval; and (2) Programs 80 hours or less in duration and \$2,000 in total cost.

**Massachusetts Refund Law:**

**(Per M.G.L. Chapter 255, Section 13K) as found in the enrollment agreement**

1. You may terminate this agreement at any time.
2. If you terminate this agreement within five days, you will receive a refund of all monies paid, provided you have not commenced the program.
3. If you subsequently terminate this agreement prior to the commencement of the program, you will receive a refund of all monies paid, less the actual reasonable administrative costs described in paragraph 7, *per M.G.L. Chapter 255, Section 13K*.
4. If you terminate this agreement during the first quarter of the program, you will receive a refund of at least seventy-five percent of the tuition, less the actual reasonable administrative costs described in paragraph 7, *per M.G.L. Chapter 255, Section 13K*.
5. If you terminate this agreement during the second quarter of the program, you will receive a refund of at least fifty percent of the tuition, less the actual reasonable administrative costs described in paragraph 7, *per M.G.L. Chapter 255, Section 13K*.
6. If you terminate this agreement during the third quarter of the program, you will receive a refund of at least twenty-five percent of the tuition, less the actual reasonable administrative costs described in paragraph 7, *per M.G.L. Chapter 255, Section 13K*.
7. If you terminate this agreement after the initial five-day period, you will be responsible for actual reasonable administrative costs incurred by the school to enroll you and to process your application, which administrative costs shall not exceed fifty dollars or five percent of the contract price, whichever is less. A list of such administrative costs is attached hereto and made a part of this agreement.
8. If you wish to terminate this agreement, you must inform the school in writing of your termination, which will become effective on the day such writing is mailed.
9. The school is not obligated to provide any refund if you terminate this agreement during the fourth quarter of the program.
10. Administrative costs equal to \$50.00.

\*8. If you wish to terminate this agreement, you are requested to inform the school in writing of your termination; however, written notification is not required for refund payment.

In addition to the Massachusetts Refund Law, prior to the completion of ten (10) school days from the start of the student's first term, the School shall afford a student the opportunity to withdraw with a full refund of all Monies Paid, less (1) actual reasonable administrative costs as defined under M.G.L. c. 255, § 13K; and (2) actual reasonable costs of non-reusable supplies or Equipment where a School reasonably provided the student with the supplies or Equipment, so long as the student receives the refund to which they are entitled under M.G.L. c. 255, § 13K.

In addition to the Massachusetts Refund Policy, any student receiving funds from the Title IV programs are subject to the U.S. Department of Education's Federal Return to Title IV (R2T4) Policy.

# FLORIDA CANCELLATION AND REFUND POLICY

Should a student's enrollment be terminated or cancelled for any reason, all refunds will be made according to the following refund schedule:

1. Cancellation can be made in person, by electronic mail, by Certified Mail or by termination.
2. All monies will be refunded if the school does not accept the applicant or if the student cancels within three (3) business days after signing the enrollment agreement and making initial payment.
3. Cancellation after the third (3rd) Business Day, but before the first class, results in a refund of all monies paid, with the exception of the registration fee (not to exceed \$150.00).
4. Cancellation after attendance has begun, through 10% of the period of financial obligation of the program, will result in no charges to the student.
5. Cancellation after completing more than 10% of the period of financial obligation of the program will result in a Pro Rata refund computed on the number of hours completed to the total period of financial obligation of the program hours.
6. Cancellation after completing more than 50% of the period of financial obligation of the program will result in no refund.
7. Termination Date: In calculating the refund due to a student, the last date of actual attendance by the student is used in the calculation unless earlier written notice is received.
8. Refunds will be made within 30 days of termination of a student's enrollment or receipt of Cancellation Notice from the student.

NOTE: NAA does not retain more than the \$100 Application Fee for applicants that cancel after the 3rd business day after signing the enrollment agreement, but before the first day of class. All refunds due will be made without request from the student.

*The AMP Program is packaged in periods of financial obligation; tuition and lab fees are determined in the same periods. These periods are defined as follows:  
The amount of tuition and fees may vary for each period of financial obligation and is based on educational expenses for that period.*

1. 900 Clock Hours (1 – 900)
2. 900 Clock Hours (901 – 1800)
3. 900 Clock Hours (1801 – 2700)
4. 300 Clock Hours (2701 – 3000)

*The AMT Program is packaged in periods of financial obligation; tuition and lab fees are determined in the same periods. These periods are defined as follows:*

1. 900 Clock Hours (1 - 900)
2. 900 Clock Hours (901 – 1800)
3. 200 Clock Hours (1801 – 2000)

*The AAS Program is packaged in periods of financial obligation; tuition and lab fees are determined in the same periods. These periods are defined as follows:*

1. 900 Clock Hours (1 - 900)
2. 100 Clock Hours (901 – 1000)

*The percentage attended for the period of financial obligation will equal the actual clock hours attended, divided by the clock hours scheduled for the same period.*

In addition to the Florida Refund Policy, any student receiving funds from the Title IV programs are subject to the U.S. Department of Education's Federal Return to Title IV (R2T4) Policy.

# *Title IV Refund Policy:*

Title IV funds are offered to a student with the assumption that the student will attend school for the entire period for which the assistance is offered. When a student ceases attendance prior to the planned ending date, the student may not be eligible for the full amount of Title IV funds the student was scheduled to receive.

A student who officially withdraws or is unofficially withdrawn and has failed to complete the payment period for which federal aid was received will have a Return to Title IV Refund calculation completed based on Federal Regulations.

- If a student receiving Title IV funding withdraws before completing 60% of the payment period, the amount of Title IV funding unearned will be determined based on the percentage of aid earned is equal to the percentage of the period the student was scheduled to complete as of their last date of attendance.
- If a student receiving Title IV funding withdraws after completing 60% of the payment period, they will have earned 100% of the Title IV funding paid for that period.
- If the school has disbursed more aid than the student has earned, Title IV aid must be returned to the federal student aid programs.
- If the school has disbursed less Title IV aid than the student has earned, a post-withdrawal disbursement (PWD) will be calculated and must be offered to the student.
- Institutional or other refund policies (State, accrediting agency) do not impact the amount of Title IV aid earned under a Return to Title IV funds (R2T4) calculation.

Title IV refunds are returned directly to the lender or the Pell Grant Program by NAA within 45 days from the date of determination that the student withdrew. Distributions of the refund are made in the following order:

1. Direct Loans – Federal Unsubsidized Loan program
2. Direct Loans – Federal Subsidized Loan Program
3. Direct Loans – Federal PLUS loan Program
4. Federal Pell Grant
5. Other grant or loan assistance authorized by Title IV of the HEA

\*The Return of Title IV refunds is separate from any NAA Institutional or other refund policies (State, accrediting agency). Therefore, you may still owe a balance due to the school (NAA) to cover unpaid institutional charges and unearned federal student aid returned as a result of the Return to Title IV calculation.

Students eligible for a refund as a result of an institutional tuition adjustment shall receive payment no later than 45 days from the date of determination of withdrawn status.

For further detailed information see School Catalog

# *Withdrawal Procedure*

A student looking to officially withdraw from the school must notify the Director of Education in writing and must meet with the Director of Education to complete the required withdrawal forms. The student's withdrawal date will be determined by the last date of attendance. The Director of Education will approve and initiate a Status Change form that must be signed by the following:

1. FA Manager/VP of Financial Aid
2. Loan Default manager
3. Business Office
4. Academic Progress Department

Students that have failed to adhere to the attendance policy, fail to return from an approved leave of absence, or fail to complete the terms of any probationary period will be unofficially withdrawn. Their withdrawal date will also be determined by the last date of attendance. The Director of Education will approve and initiate a status change form to be processed. An Exit Interview and the results of the Refund calculation will be mailed to the student's address on file.

The Office of Financial Aid will perform a Return to Title IV withdrawal calculation once a completed Status change request form is received from the Education Department. The Business Office will perform the institutional adjustment to the students account based on the Florida/Massachusetts Refund Policy after receiving the completed Return to Title IV withdrawal calculation from the Financial Aid Department.