

RETURN TO TITLE IV (R2T4) POLICY

Federal (Title IV) funds are awarded to a student under the assumption that they will attend the institution for the entire period for which the assistance is awarded. When a student withdraws from all their courses, for any reason including medical withdrawals, they may no longer be eligible for the full amount of Title IV funds that they were originally scheduled to receive.

The return of Title IV funds is administered by the institution's Office of Financial Aid. This policy is subject to change at any time. Such changes are often driven by changes in the regulations and guidance provided by the United States Department of Education.

This policy applies to students who:

- withdraw officially, by providing a notice of withdrawal using forms and processes established by the institution;
- withdraw unofficially, by ceasing to attend the institution; or
- are dismissed from enrollment at the institution.

This policy is separate and distinct from the institution's refund policy described in the academic catalog. Therefore, the student may still owe funds to the institution to cover unpaid institutional charges. The institution may also attempt to collect from the student any Title IV program funds that it was required to return. The calculated amount of the "*Return of Title IV Funds*" that is required for students affected by this policy are determined according to the following definitions and procedures, as prescribed by regulation.

The institution has 30 (Thirty)_days from the date that it determined that the student is no longer in attendance to perform the calculations necessary in the identification of Title IV eligibility for the period of attendance the student attempted.

However, the Return of Title IV Funds (R2T4) regulation does not dictate the institutional refund policy. The calculation of Title IV funds earned by the student has no relationship to the student's incurred institutional charges.

The institution is required to determine the earned and unearned Title IV aid a student has earned as of the date the student ceased attendance based on the amount of time the student was **scheduled** to be in attendance.

The return of funds is based upon the concept that students earn their financial aid in proportion to the amount of time in which they are enrolled. Under this reasoning, a student who withdraws in the second week of classes has earned less of their financial aid than a student who withdraws in the seventh week. Once 60% of the semester is completed, a student is considered to have earned all of their financial aid and will not be required to return any funds.

Withdrawal Before 60%

The institution must perform an R2T4 calculation to determine the amount of earned aid up through the 60% point in each payment period. The institution will use the U.S. Department of Education's pro-rata schedule 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 the student was scheduled to receive during the period. The institution must still perform an R2T4 to determine the amount of aid that the student has earned.

Withdrawal After 60%

For a student who withdraws after the 60% point-in-time, there are no unearned funds. The institution may still disburse funds to the student's account if the student is eligible for a post-withdrawal disbursement.

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Withdrawal after Earned Credits in a Payment Period Term

Students who withdraw after the completion of a class and without attempting the scheduled credits in the payment period would be subjected to a reduction in eligibility for awarded FSA Title IV funds prior to the determination of R2T4. Students that complete a course for credit may owe FSA Title IV funds to the respective program once the recalculation is completed.

Withdrawals

The student must inform the Dean of Academic Affairs, the Registrar, or the student's Department Chair, in person or by email if personal appearance is not possible, of their intent to withdraw during a semester.

A student's **official** withdrawal date is determined by using one of the following:

- The date the student provides official notification that they are no longer attending the school or plan to cease attending the school using forms and processes approved by the institution.
- The date the student was expelled/dismissed from the institution.

In the event that a student does not go through the proper withdrawal procedures as defined above, the student's **unofficial** withdrawal date is determined by using one of the following:

- The date the student died, if the student passed away during the semester;
- The date the student began a leave of absence, if the student does not return from the approved leave of absence;
- No later than thirty (30) days after the end of the earlier of:
 - the payment period or the period of enrollment;
 - the academic year; or
 - the student's educational program.

The institution allows its students to take a medical leave of absence or an emergency leave of absence (LOA) during a semester when emergencies of medical or personal nature arise. Please refer to the Leave of Absence Policy. (See Index: Leave of Absence Policy.)

Return of Funds

If a *Return to Title IV* [R2T4] calculation is required, the institution has 45 (forty-five) days from the date that the institution determined that the student withdrew to return unearned funds. When a return of Title IV funds is due, the institution and the student may both have a responsibility for returning funds.

In accordance with federal regulations, when Title IV financial aid is involved, return of the Title IV Aid is allocated in the following order:

- Unsubsidized Federal Direct Stafford Loan
- Subsidized Federal Direct Stafford Loan
- Federal Direct PLUS; received on behalf of the student
- Pell Grant
- SEOG Program Aid

Loans must be repaid by the loan borrower (student/parent) as outlined in the terms of the borrower's promissory note.

The student's grace period for loan repayments will begin on the day of the withdrawal from the institution. The student should contact their loan servicer if they have questions regarding their grace period or repayment status.

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INSTITUTIONAL REFUND POLICY

Mildred Elley believes a fair adjustment policy which recognizes both the reality that situations occur over which the student has no control, as well as that the institution has incurred a continuing cost in faculty, space, and equipment for each enrolled student. The school bills students for tuition and fees for their educational programs on a semester (sixteen-week) basis.

A student who decides to withdraw must give official notice of withdrawal in writing to the Office of the Registrar, which determines the student's last date of attendance. The refund will then be calculated based upon this date. This refund policy will apply to all tuition, fees, and other charges incurred by the student, with the exception of the application fee and purchases made at the school bookstore. This policy applies to all students. Tuition will be refunded in full for a student who cancels their application or registration for any reason prior to the start of classes.

A refund calculation will be performed for each student who withdraws from the institution. All students will be subject to the refund policy and procedures stated in the catalog.

Mildred Elley will calculate refunds on a semester basis, per the table below, with administrative costs for processing withdrawals established at \$50.00.

| Withdrawal Date | Refund Percentage |
|---|-------------------|
| Prior to start of classes or first day of classes | 100% |
| During the 1 st week of classes | 100% |
| During the 2 nd week of classes | 75% |
| During the 3 rd week of classes | 50% |
| During the 4 th week of classes | 25% |
| After the 4th week of classes | 0% |

The Commonwealth of Massachusetts Division of Occupational Licensure Enrollment Agreement Refund Policy

The Institution calculates tuition due, and refunds unearned tuition paid, based on a sixteen-week semester basis. At the beginning of each semester, the institution calculates the tuition charges owed based on the number of enrolled credit hours for that semester. The institution charges per enrolled semester credit hour. The percent of tuition refunded to any student who terminates this agreement is based on the number of weeks attended during the current semester.

| Refund LAW (as per M.G.L. Chapter 255, Section 13K): | | Relevant Date |
|--|---|--|
| 1. | You may terminate this agreement at any time. | N/A |
| 2. | If you terminate this agreement within five days you will receive a refund of all monies paid, provided that you have not commenced the program. Refund Amount: | 5th day after date both parties have signed the contract |
| 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. Refund Amount: | Program start date |
| 4. | If you terminate this agreement during the first week of classes for the semester, you will receive a 100% refund of the tuition, less the actual reasonable administrative costs described in paragraph 7. Refund Amount: | Last date of first week |

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| 5. | If you terminate this agreement during the first semester and after first week of classes of the first semester, you will receive a refund of at least seventy-five percent of the tuition, less the actual reasonable administrative costs described in paragraph 7. Refund Amount: | Last date of the first semester (weeks 2- 16). |
|-----|---|--|
| 6. | If you terminate this agreement during the second semester, you will receive a refund of at least fifty percent of the tuition, less the actual reasonable administrative costs described in paragraph 7. Refund Amount: | Last date of the second semester (weeks 17-32) |
| 7. | If you terminate this agreement during the third semester, you will receive a refund of at least twenty- five percent of the tuition, less the actual reasonable administrative costs described in paragraph 7. Refund Amount: | Last date of the third semester (weeks 33-48) |
| 8. | The school is not obligated to provide any refund if you terminate this agreement during the fourth semester. | First day of fourth semester (weeks 49-64) |
| 9. | 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. writing | 5th day after date both parties have signed the contract |
| 10. | 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 is mailed. | N/A |

Administrative Costs Equal: \$50.00

Withdrawal

If a student withdraws from a Program in accordance with the School's withdrawal policy, the School shall:

- treat the withdrawal as a termination of the enrollment contract, effective immediately;
- complete a refund calculation for the student, including all fees and payments, in a form acceptable to the division; and
- provide the calculation and any refund to the student within 45 days of the effective date of the termination

If a student stops attending School but does not withdraw in accordance with the School's withdrawal policy, the School shall:

- for purposes of any payments due from the student or refund due to the student, treat the student's nonattendance as a termination of the enrollment contract, effective no later than the last date of attendance or last participation in an instructional activity;
- determine the effective date of the termination within 30 days after the end of the period of enrollment, the term, or the Program, whichever is earliest;
- complete a refund calculation for the student, including all fees and payments, in a form acceptable to the division; and
- provide the calculation and any refund to the student within 45 days from the date the School determines that effective date of the termination under 230 CMR 15.04(8)(b).

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.

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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.

Time Limit of Refunds

If a student withdraws from a Program in accordance with the school's withdrawal policy, the school shall provide the calculation of any refund to the student within 45 (forty-five) days of the effective date of the termination. If a student stops attending school but does not withdraw in accordance with the School's withdrawal policy, the school shall determine the effective date of the termination within 30 (thirty) days after the end of the period of enrollment, the term, or the Program whichever is earliest.

Additional Information about Refund Policies

Please contact the Office of Financial Aid to receive more information about refund policies.

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