

## **VETERANS ONLY ATTENDANCE & REFUNDS POLICIES**

**The following statements apply only to students receiving a VA Education Benefits**

### Attendance:

Veterans enrolled in any NHMI programs will be interrupted for unsatisfactory attendance when accumulated absences, tardies, and class cuts exceed twenty (20) percent of class contact hours. The interruption will be reported to the Department of Veterans Affairs (VA) within 30 days of the veteran's last date of attendance (use VAF 22-1999b).

A veteran may be re-enrolled for benefits at the beginning of the term following interruption because of unsatisfactory attendance only when the cause of unsatisfactory attendance has been removed. Once re-enrolled, a veteran's class time will be interrupted for unsatisfactory attendance when accumulated absences, tardies, and class cuts exceed twenty (20) percent of the remaining contact hours. The interruption will be reported to the Department of Veterans Affairs (VA) within 30 days of the veteran's last date of attendance (used VAF 22-1999b).

Veterans interrupted a second time for unsatisfactory attendance shall not be allowed to re-enroll for VA education benefits in the absence of mitigating circumstances.

**Mitigating circumstances** are issues which directly hinder a veteran's pursuit of a course/program of study, and which are judged to be beyond the student's control. General categories of mitigating circumstances include but are not limited to:

- Serious illness of the veteran.
- Serious illness of death in the veteran's immediate family
- Emergency financial obligations or change of place of employment or work schedule which preclude pursuit of the program/course.
- Active duty military service, including active duty for training.

**Institutions having a published "Leave of Absence Policy"** should discontinue VA educational benefits (use VAF 22-1999b) while that student is on "official leave of absence."

Excused absences will be granted for extenuating circumstances only. Excused absences must be substantiated by entries in students' files. Early departures, class cuts, tardies, etc., for any portion of a class period will be counted as 1/3 hour of absence. Three instances of tardiness will equal one full hour of absence in any class.

Students exceeding 3 unexcused absences in a 3 month period will be **terminated** from their VA benefits for unsatisfactory attendance.

The student's attendance record will be retained in the veteran's file for USDVA and SAA audit purposes.

### Refunds:

When refunds are due, they shall be made within thirty (30) days of the last day of attendance, if written notification has been provided to the institution by the student on or before the last day of attendance. All refunds shall be made without requiring a request from the student and within thirty (30) days from the date that the institution terminates the student or determines withdrawal by the student. Any unused portion of fees and other institutional charges shall be refunded.

Refunds for classes canceled by the institution: If tuition and fees are collected in advance of the start date of the program and the institution cancels the class, 100% of the tuition and fees collected will be refunded. The refund shall be made within thirty (30) days of the planned start date.

Refunds for a student that does not start class: If tuition and fees are collected in advance of the start date and the student does not begin class, the institution shall retain only the application fee. Appropriate refunds for a student who does not begin class will be made within thirty (30) days of the class start date.

(a) For an applicant requesting cancellation more than three (3) business days after signing the contract or for a student completing no more than five (5) percent of the instructional time, no less than ninety-five (95) percent of the tuition is refunded.

(b) For a student completing more than five (5) percent but no more than ten (10) percent of instructional time , no less than ninety (90) percent of the tuition is refunded.

(c) After the first 10% of the period of financial obligation and until the end of the first 25% of the period of obligation, the institution shall refund at least 75% of the tuition.

(d) After the first 25% of the period of financial obligation and until the end of the first 50% of the period of obligation, the institution will refund at least 50% of the tuition, and,

(e) After the first 50% of the period of financial obligation, the institution may retain all of the tuition.

This school will refund the unused portion of the pre-paid tuition and fees on a pro-rata basis. Any amount in excess of \$10.00 for an enrollment or registration fee will also be pro-rated.”