

## CANCELLATION AND REFUND POLICY

The NSS refund policy outlined below applies to all NSS bootcamp programs (i.e. those that result in a certificate registered with the Tennessee Higher Education Commission). The details of our refund policy are explicitly specified in the Tennessee higher education regulations and provide no flexibility for interpretation or negotiation to individual schools. The policy is as follows:

1. If you have been admitted but are unable to attend any classes for the admitted course, you will receive a full refund of any money paid for that course. This includes a full refund to any lending entity that paid NSS directly for some portion of the course tuition on your behalf.
2. After a course commences, a refund is provided as a pro-rata portion of the total tuition cost for the course in which you are enrolled. This is available for the first 20% of the course (please refer to your course schedule in the Handbook for this date). No refunds are available after 20% of the course has occurred.

### **Examples -**

- a. If 10% of the total scheduled class hours have concluded prior to your withdrawal from your course (and you have paid all of your tuition), you are due a 90% refund of the total course cost.
- b. If 10% of the total scheduled class hours have concluded prior to your withdrawal from your course and you have paid \$7,000 toward your tuition owed of \$13,125, you are due a refund of funds paid less 10% the total course cost ( $\$7,000 - (\$13,125 \times 10\%) = \$5,687.50$  refund)
3. If at any point during a course NSS discontinues the course, a full refund of any money paid for that course will be refunded.

Authority: T.C.A. §§ 49-7-2002, 49-7-2005, 49-7-2006, and 49-7-2011.

1540-01-02-.17 Cancellation and Refund Policy.

- (1) All authorized institutions must comply with the laws of the local, state, and federal government concerning cancellations and refunds and must revise all policies and practices if laws are revised.
- (2) An authorized institution may use the following refund policies:
  - (a) the refund policy contained in paragraph (3) of this rule;
  - (b) an institution policy, as provided for in paragraph (3) of this rule except the institution may increase the percentage listed in paragraph (3)(c) to more than 20%; or
  - (c) as applicable, a refund policy mandated by an accreditor or as a condition for students of the institution to participate in a governmental student assistance program, such as Veterans Benefits.
- (3) The refund policy is as follows:
  - (a) A student who at any time withdraws, is withdrawn (including expulsion) by the institution, or otherwise fails to attend class is entitled to a full refund of any fee, regardless of whether the fee is included in tuition, paid to the institution for tangible goods or services not delivered to or fully provided to the student.
  - (b) In addition to subparagraph (3)(a) of this rule, if a student fails to begin class on the program start date as written in the enrollment agreement or as amended by the institution, the refund shall equal the sum of all refundable fees paid and, if the student has institutional loans, forgiveness of the amounts owed by the student, less an administrative fee of one hundred dollars (\$100.00).
  - (c) In addition to subparagraph (3)(a) of this rule, if after the program has commenced and before expiration of twenty percent (20%) or less of the period of enrollment for which the student was charged, a student withdraws, is withdrawn (including expulsion) by the institution, or otherwise fails to attend classes, the refund shall be a pro rata portion of refundable fees, less an administrative fee of one hundred dollars (\$100.00). If applicable, the refund shall include forgiveness of institutional loans. For example, if a student's last day of attendance equals ten percent (10%) of the period of enrollment for which the student was charged, the institution is entitled to retain only ten percent (10%) of the refundable fees charged for the period of enrollment as well as one hundred dollars (\$100.00). However, in no instance will the institution be responsible for any refund in excess of the amount paid by or on behalf of the student for the period of enrollment for which the student was charged.
  - (d) Except as provided for in subparagraph (3)(a) of this rule, if after expiration of twenty percent (20%) of the period of enrollment for which the student was charged, a student withdraws, is withdrawn (including expulsion) by the institution, or otherwise fails to

attend classes, the student may be deemed obligated for one hundred percent (100%) of the refundable fees charged by the institution up to the last period of enrollment charged.

- (e) For a student who cannot complete one (1) or more classes because the institution discontinued such a class during a period of enrollment for which the student was charged, the institution shall refund the sum of all refundable fees paid and, if the student has institutional loans, forgive the amounts owed by the student.
- (4) For purposes of calculating percentages of attendance in clock hour programs the number of scheduled hours up to the last date of attendance will be the numerator. For credit hour programs, percentages are calculated based on calendar days.
- (5) When computing refunds pursuant to the refund policy, the last day of attendance for a student who meets the definition of enrolled shall be either:
  - (a) the date of the student's last recorded day of attendance or
  - (b) When applicable, the date the student failed to return from an approved leave of absence.
- (6) Pursuant to Rule .15(4) of these rules, the reconciled account statement must indicate the period of enrollment for which the student is being charged for each tuition charge. If the institution does not maintain the requisite account statement or the reconciled account statement does not clearly indicate the period of enrollment for which the student is being charged, the institution shall be liable for all refundable fees paid by or on behalf of the student.
- (7) In any event, the last date of attendance will be determined and any refund due disbursed within forty-five (45) calendar days of the last date of attendance.