

**PIERPONT COMMUNITY & TECHNICAL COLLEGE**  
**Board of Governors Policies and Procedures**  
**PP-5016**

**SHORT TITLE:** Tuition, Fees, Assessment, Payment, and Refund of Fees

**REFERENCE:** W. Va. §§18B-1-6, 18B-1D-3, 18B-10-1, and 18B-10-8

**EFFECTIVE:** December 5, 2002

**AMENDED:** May 15, 2012; June 28, 2016; December 1, 2017, March 23, 2021

**REPEALED:**

**REVIEWED:** October 28, 2020; March 11, 2021

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**SECTION 1. PURPOSE**

This policy establishes the guidelines for Pierpont Community & Technical College Board of Governors (BOG) to approve tuition and fees, tuition and fee increase, tuition and fee reporting, refunds, and deferred payment plans, as required by the West Virginia Council for Community and Technical College Education (WV Council).

**SECTION 2. SCOPE**

This policy governs the assessment, payment, and refund of tuition and fees at Pierpont Community & Technical College (Pierpont) and applies to all students in matters related to payment and refund of tuition, fees, or both in credit and no-credit courses, training sessions, and other activities where tuition or fees are assessed.

**SECTION 3. DEFINITIONS**

3.1 **Add/Drop Period.** The period that begins the first day of the term where students can make changes to their schedules. The length of this period is based on the length of the term.

3.2 **Auxiliary Fees.** Charges levied to all students to support auxiliary enterprises or optional charges levied only on students using the auxiliary service. Auxiliary fees include sales and service revenue from entities that exist predominantly to furnish goods or services to students, faculty or staff such as residence halls, faculty and staff housing, food services, intercollegiate athletics, student unions, bookstores, parking and other service centers.

- 3.3 **Business Day.** Day that the institution is in session. The institution is generally not in session on observed holidays.
- 3.4 **Capital Fees.** Charges levied on all students to support debt service, capital projects and facilities maintenance and renewal.
- 3.5 **Deferred Payment Plans.** Payment plans approved to allow for payment of tuition and fees at less than full payment prior to the start of classes.
- 3.6 **Educational and General Fees.** Charges levied on all students to support educational and general program services or optional fees levied for education and general services collected only from students using the service or from students for whom the services are made available. Educational and general expenditures include instruction, research, academic support, student services, institutional support, operation and maintenance of the physical plant, scholarships, and fellowships. Educational and general expenditures do not include expenditures for auxiliary enterprises or independent operations.
- 3.7 **Full Cost of Instruction.** The direct, functional expenditures from the institutional audit for both instruction and student services expenditures.
- 3.8 **Full Withdrawals; also known as Complete Withdrawals.** This term refers to the act of withdrawing from all classes in a given term
- 3.9 **Full-time equivalent students.** A calculation completed on an annual basis by WV Council staff using end of term enrollment data and is also referred to as annualized full-time equivalent students (AFTES). The calculation is as follows: end of term course hours for each semester (summer, fall and spring) divided by fifteen to get end of term FTES; sum the FTES for all three semesters; and divide by two to get AFTES.
- 3.10 **Higher Education Price Index (HEPI).** A measurement for inflation designed specifically to track the main cost drivers in higher education and to measure the change in the price of the goods and services purchased by colleges and universities as measured by the Common Fund Institute.
- 3.11 **Individual Course Drop(s).** The act of dropping one or more courses during the term, but not withdrawing from all courses.
- 3.12 **Median Family Income.** Household income that is reported to the U.S. Census Bureau from various surveys and is the statistical center of all reported households' income for a region.

- 3.13 **Net college costs.** The total cost to the student for tuition, room and board minus the amount of any financial aid a student may receive.
- 3.14 **Program Fees.** Charges levied to all students who take classes in a specific degree program to offset some of the higher, direct, instructional costs of these programs and minimize required tuition charged to all students.
- 3.15 **Reduced Nonresident Tuition and Fees.** A special tuition and fees rate charged to a specific group of nonresident students typically in counties that border the West Virginia institution.
- 3.16 **Required Tuition and Fees.** Charges levied to all students and include educational and general fees, auxiliary fees, and capital fees. Increases in these fees above five percent must be approved by the WV Council.
- 3.17 **Special Fees.** Operational or user fees charged to offset the specific costs for providing a service. These fees include, but are not limited to, parking, late payments, drug testing, instrument fees, and other services provided to students.
- 3.18 **Traditional Refund Terms.** Fall/Spring – Sixteen (16) Weeks, Fall/Spring Eight (8) Weeks, Summer Ten (10) Week, Summer Five (5) Weeks and Winter Intersession (5) weeks.

#### **SECTION 4. POLICY**

- 4.1 **General.** Pierpont Community & Technical College will assess tuition and fees and approve refunds, as authorized by and in compliance with the West Virginia Code.
- 4.2 **Objectives.** Pierpont Community & Technical College shall enhance education opportunities for the widest range of state citizens by:
  - 4.2.1 **In-State Tuition.** Establishing tuition and fee levels for in-state students that do not inhibit access to public education nor cause students to incur excessive debt. [See W. Va. Code §18B-1D-3(a)(2)(B).]
  - 4.2.2 **Out-of-State Tuition.** Establishing tuition and fee rates for out-of-state students at levels which, at a minimum, cover the full cost of instruction, unless doing so is inconsistent with a clearly delineated public policy goal established by the Legislature or the Council. [See W. Va. Code § 18B-1D-3(a)(2)(B).]
  - 4.2.3 **Reduced Out-of-State Tuition.** Establishing tuition and fee rates for out-of-state students who reside in the counties bordering Pierpont's service region at levels which, at a minimum, cover the full cost of instruction, unless doing

so is inconsistent with a clearly delineated public policy goal established by the Legislature or the Council. [See W. Va. Code § 18B-1D-3(a)(2)(B).]

## **SECTION 5. BACKGROUND OR EXCLUSIONS**

The institution shall operate on an accrual basis with all payments and obligations being collected or a payment plan established prior to the start of classes except as provided herein.

Exceptions may be granted where a bona fide third-party agency has provided authorization in writing that payment will be made for the student.

## **SECTION 6. GENERAL PROVISIONS**

### **6.1 Approval of Resident Tuition and Required Fee Increases.**

6.1.1 **BOG Approval.** The BOG can approve, without WV Council approval, tuition and required fee increases for resident students each fiscal year up to ten percent (10%) in any one year or where the increase would be no more than seven percent (7%) per year, averaged over a rolling three year period calculated by averaging the proposed increase with the increase for the immediate two previous years.

6.1.1.1 **Basis for Increases.** Tuition and fee increases as identified in Section 6.1.1 that require only the approval of the BOG shall be based on required tuition and fee rates charged to all in-state resident students.

6.1.1.2 **Special Fees.** Special Fees approved by the BOG also requires WV Council approval if it is a new fee (or an increase in an existing fee) that is charged to fifty percent or more of the students and if the inclusion causes resident tuition and fee increases to exceed the amounts identified in Section 6.1.1. Determination of the fifty percent (50%) (or more) of the students is calculated by using the most current, unduplicated, fall headcount and comparing these amounts to the Pierpont reported projected student population to be charged. These fees must be included in both reports to WV Council discussed in sections 6.1.1.4 and 6.1.2.2.

6.1.1.3 **Program Fees.** Program Fees approved by BOG do not require WV Council's approval. However, these fees must be included in both reports to WV Council discussed in sections 6.1.1.4 and 6.1.2.,2.

6.1.1.4 **Reporting Requirements.** Pierpont must provide to the WV Council,

by the date established by the WV Council, any Board approved or proposed new tuition and fees for the next academic year. This report will specify:

6.1.1.4.1 **Rates and Fees.** Current and proposed tuition and fee rates for resident, nonresident, and reduced nonresident required tuition and fees, program fees, and special fees;

6.1.1.4.2 **Number of Students.** The estimated number of students who will be charged any new or proposed changes to existing special fees;

6.1.1.4.3 **Projected Revenue Increases.** The projected revenue increases to be generated from any proposed tuition and fee increases for resident, nonresident, and reduced nonresident required tuition and fees, program fees, and special fees; and

6.1.1.4.4 **Justification.** The justification for tuition and fee increases that exceed the amounts identified in Section 6.1.1.

6.1.2 **WV Council Approval.** Tuition and fee increases in excess of the amounts identified in Section 6.1.1 require the approval of the WV Council. The WV Council shall communicate the benchmarks and guidelines to be used in consideration of any tuition and fee increase exceeding the amounts identified in Section 6.1.1.4 and 6.1.2.2.

6.1.2.1 **Benchmarks and Guidelines.** The benchmarks and guidelines may include, but are not limited to such items as:

6.1.2.1.1 **Inflationary Benchmarks.** The HEPI, or other appropriate inflationary benchmarks, which any new state allocations to the institution's base budget for the next fiscal year did not offset;

6.1.2.1.2 **Achievement of Benchmarks.** Continued achievement of benchmarks in the approved institutional compact.

6.1.2.1.3 **Comparison of Change in Net Tuition with Change in Median Household Income.** Comparison of the most recent year change in the average West Virginia student's net tuition with change in the West Virginia's median household income to determine whether a community

and technical college education is costing families more or less over time and thus impacting the ability of families to pay for college;

6.1.2.1.4 **Funding.** Institutional and state funding per full-time equivalent student;

6.1.2.1.5 **History.** Most recent three-year history of tuition and fee increases;

6.1.2.1.6 **High Cost Programs.** Institutional implementation of new, high cost programs as defined by the WV Council;

6.1.2.1.7 **Student-Generated Revenue.** Total sources of student generated revenue, including special and program fees; and,

6.1.2.1.8 **Other Factors.** Other factors as requested or deemed relevant by the WV Council or in response to any new statutory language

6.1.2.2 **Reporting Requirements.** In responding to the guidelines and benchmarks provided by the WV Council, Pierpont shall provide the WV Council with an annual report by April 1<sup>st</sup> that specifies the following information from the most recent academic year:

6.1.2.2.1 **Tuition and Fees.** Tuition and fee for resident, nonresident, and reduced nonresident required tuition and fees, program fees, and special fees:

6.1.2.2.2 **Number of Students.** The total number of students charged resident, nonresident, and reduced nonresident required tuition and fees, program fees, and special fees; and

6.1.2.2.3 **Total Revenue Generated.** The total revenue generated from resident, nonresident, and reduced nonresident required tuition and fees, program fees, and special fees.

## 6.2 **Review of Nonresident Tuition and Fees.**

### 6.2.1 **Full Cost of Instruction and System Average.**

6.2.1.1 **Full Cost of Instruction.** Full cost of instruction is based on the

functional schedule from the most recent financial statements. A calculation will be made for Pierpont taking the total instruction and student services expenses divided by the Pierpont's full-time equivalent students.

6.2.1.2 **System Average.** The System average shall be determined by totaling the instruction and student services expenses for all institutions divided by the full-time equivalent students for the entire system.

6.2.1.3 **Source of Calculations.** Both calculations shall be provided to the Pierpont annually by the WV Council.

6.2.2 **Tuition and Fee Rates.** The BOG shall propose tuition and required fee rates for out-of-state or nonresident students at levels that, at a minimum, cover the full cost of instruction unless doing so is inconsistent with a clearly delineated public policy goal established by the Legislature or the WV Council. The BOG may choose to set nonresident tuition based on the lower of the Pierpont's full cost of instruction or the system average full cost of instruction.

6.2.3 **WV Council Reporting.**

6.2.3.1 **Nonresident Tuition and Fee Rates.** Pierpont will report all nonresident tuition and fee rates to the WV Council.

6.2.3.2 **Nonresident Students.** The WV Council will require Pierpont to report annually on the number of nonresident students. At no time should the admission of nonresident students to any institution or specific program of study within the institution unreasonably impede the ability of resident students to attend the institution or participate in the programs of the institution.

6.2.4 **Reciprocity Agreements.** In order to provide additional educational opportunities to West Virginia residents, Pierpont may enter into reciprocity agreements with nearby out-of-state higher education institutions whereby institutions make available programs and courses that are not available at Pierpont.

6.2.4.1 **Resident Tuition and Fee Rates.** The BOG may enter into reciprocal regional and interstate agreements, including agreements with the Southern Regional Education Board, that allow nonresident students to be charged resident tuition and fee rates, when the agreements

are mutually beneficial to the students of the participating states.

6.2.4.2 **WV Council Approval.** Reciprocity agreements shall be approved by the WV Council. Request for approval shall include an estimate of the total number of participating students from West Virginia and other states over the life of the agreement.

6.2.4.3 **Charging of Tuition and Required Fees.** Tuition and required fees for nonresident students subject to reciprocity agreements shall be charged by Pierpont in a manner that is consistent with the WV Council approved reciprocity agreement.

### 6.3. **Review of Reduced Nonresident Tuition and Fees.**

6.3.1 **Reduced Nonresident Tuition and Required Fees.** The BOG may propose a reduced, nonresident tuition and required fee rates for out-of-state or nonresident students at levels that, at a minimum, cover the full cost of instruction unless doing so is inconsistent with a clearly delineated public policy goal established by the Legislature or the WV Council.

6.3.2 **Limitation on Rate Reduction.** This reduced, nonresident tuition and fees rate must cover the full cost of instruction as defined in 6.2.2.

6.3.3 **Criteria for Reduced Rate.** There must be clear, specific criteria provided by the Pierpont Board to govern what students will be charged this reduced, nonresident tuition rate. i.e. geographic location such as out of state surrounding counties bordering Pierpont's service region.

6.3.4 **WV Council Reporting Requirement.** Pierpont must report any proposed or changes to the reduced, nonresident tuition rates to the WV Council, along with the submission of resident and nonresident tuition and fee rates as outlined in section 6.1.1.4 and 6.1.2.2.

### 6.4 **Fee Charges**

6.4.1 **Twelve or More Credit Hours.** Undergraduate students enrolled for twelve or more credit hours pay the maximum charges in each basic fee category.

6.4.2 **Fewer than Twelve Credit Hours.** Undergraduate students taking fewer than twelve credit hours in a regular term shall have their fees reduced pro rata based upon one-twelfth of the full-time rate per credit hour.



- 6.4.3 **Summer and Nontraditional Terms.** Fees for students enrolled in summer terms or other nontraditional time periods shall be prorated based upon the number of credit hours for which the student enrolls in accordance with the provisions of Section 6.4.2.
- 6.4.4 **Requirements of Bonding Obligations.** In view of existing bonding obligations, it is necessary for Pierpont to establish rates regarding student activity, facilities, infrastructure, and E&G Capital fees. The fee should be prorated based on the requirements of the bond covenant.
- 6.4.5 **Special Fees for Designated Purposes.** Pierpont may establish and collect certain special fees for designated purposes separate from and above those identified in the regular fee schedule.
- 6.4.6 **Publication of Fees.** All regular, program, and special fees charged by Pierpont shall be identified separately and published so as to be readily available to all students.
- 6.4.7 **BOG Approval.** All fees charged to students, both regular, program, and special, must have approval by the BOG prior to assessment and collection.
- 6.4.8 **Fees for Noncredit Workforce Training and Community Service Courses.** Fees shall be established and charged for all noncredit workforce training and community education courses in an amount that strives to ensure that the offering is self-supporting whenever possible.

## 6.5 Refund of Regular Fees

### 6.5.1 Full Withdrawals

6.5.1.1 **Date Determinations.** Students who officially withdraw from **all** classes shall receive a refund of tuition and fees in accordance with the following schedule(s). Refunds are determined from the first day of the term. The student's official withdrawal date is certified by the Registrar's Office. The Registrar's Calendar identifies each specific date(s) within each specific academic term.

6.5.1.2 **Refund Formula.** Continuing students who officially withdraw during a semester shall at a minimum receive a refund of regular fees in according with the following schedule:

6.5.1.2.1 Complete **Withdrawal through the Add/Drop Period of the term.** A student who withdraws during the Add/Drop Period of a term is entitled to a refund of 100%.

6.5.1.2.2 Complete **Withdrawal after the Add/Drop Period up to 10% of the term.** A student who withdraws after the Add/Drop Period up to ten percent (10%) of a term is entitled to a refund of 90%.

6.5.1.2.3 Complete **Withdrawal after completing 11% and up to 25% of a term.** A student who withdraws after completing 11% and up to 25% of a term is entitled to a refund of 75%.

6.5.1.2.4 Complete **Withdrawal after completing 26% and up to 50% of a term.** A student who completes 26% and up to 50% of a term is entitled to a refund of 50%.

6.5.1.2.5 Complete **Withdrawal after completing more than 50% of a term.** A student who withdraws after completing 50% of the term is not entitled to a refund.

6.5.1.3 **Full Withdrawal Refund Schedules.** The following refund schedule represents the times and refund percentages of regular fees:

**Fall/Spring Sixteen (16) Week Term**

Complete withdrawal during the Add/Drop Period	100%
Complete withdrawal during the second week	90%
Complete withdrawal during the third and fourth weeks	75%
Complete withdrawal during the fifth through eighth weeks	50%
Complete withdrawal after the eighth week	No Refund

**Fall/Spring Twelve (12) Week Term**

Complete withdrawal during the Add/Drop Period	100%
Complete withdrawal by Wednesday of the second week	90%
Complete withdrawal after Wednesday of the second week or during the third week	75%
Complete withdrawal during the fourth through sixth weeks	50%
Complete withdrawal after the sixth week	No Refund

**Fall/Spring Eight (8) Week Term**

Complete withdrawal during the Add/Drop Period	100%
Complete withdrawal during the first week	90%
Complete withdrawal by Wednesday of the third week	75%
Complete withdrawal after Wednesday of the third week or during the fourth week	50%
Complete withdrawal after fourth week	No Refund

### **Summer Ten (10) Week Term**

Complete withdrawal during the Add/Drop Period	100%
Complete withdrawal during the first week	90%
Complete withdrawal during the second and third weeks	75%
Complete withdrawal during the fourth and fifth weeks	50%
Complete withdrawal after the fifth week	No Refund

### **Summer/Winter Intersession Five (5) Week Term**

Complete withdrawal during the Add/Drop Period	100%
Complete withdrawal during the first three days	90%
Complete withdrawal during the fourth and fifth days	75%
Complete withdrawal during the sixth through tenth days	50%
Complete withdrawal after tenth day	No Refund

6.5.1.4 **Requirements of Federal Title IV Financial Aid.** Students receiving financial who completely withdraw from **all** classes shall receive a refund in accordance with the Higher Education Act Return to Title IV regulations.

6.5.1.4.1 **Recalculation of Aid Eligibility.** According to federal law, the institution must recalculate Federal Title IV financial aid eligibility for students who withdraw from all classes, drop out, are dismissed, or take a leave of absence prior to completing more than 60% of a semester.

6.5.1.4.2 **Order of Return of Aid.** Federal Title IV financial aid is returned in the order mandated by the U.S. Department of Education.

6.5.1.4.3 **Period for Return of Aid.** Funds must be returned within 45 days after the date of withdrawal determination. The withdrawal date is defined as the actual date the student began the institution's withdrawal process or the midpoint of the semester for a student who leaves without notifying the institution.

6.5.1.4.4 **Responsibility to Recover Funds.** The return of Title IV funds may reduce the tuition and fee refund or in most cases result in the student owing a balance to the institution, which is responsible for notifying the student and recovering the funds.

## 6.5.2 Individual Course Drop.

- 6.5.2.1 **During Add/Drop Period.** Schedule adjustments made through the add/drop period may result in an adjustment to tuition/fees. Full tuition and fees are assessed for students in 12 or more credit hours. Students enrolled in 1-11 credit hours at the end of the add/drop period will be charged for those credits in which they are enrolled.
- 6.5.2.2 **After Add/Drop Period.** Students will not be eligible for a refund of tuition and fees, for an individual course drop after the add/drop period, unless they completely withdraw from all classes.
- 6.5.2.3 **Title IV Funds.** Refunded fees must be returned in accordance with the requirements of the Higher Education Act whenever Title IV funds are involved.

## 6.5.3 Noncredit Course.

- 6.5.3.1 Noncredit **Courses 80 Contact Hours or More.** For any noncredit course with a duration of 80 contact hours or more, the standard refund schedule as defined in Sections 6.5.1.2. shall apply. For courses with durations of less than 80 contact hours, the following refund schedule shall apply:
- 6.5.3.1.1 **Refund.** A student who withdraws during or immediately after the first full class session of a noncredit traditional course or the first week of a noncredit online course is entitled to a 100% refund. For noncredit traditional courses in which materials, books, or supplies were provided as a part of the course, the cost of any unused materials, books, and supplies that are not returned to the institution at the time of withdraw shall be deducted from the refund. For third party provided noncredit online courses, the student will follow the third-party provider's return policy for books and materials.
- 6.5.3.1.2 **No Refund.** A student who withdraws after the start of the second full class session of a noncredit traditional course or the start of the second week of a noncredit online course is not entitled to a refund.

6.5.4 **Non-Traditional Term Refunds.** Non-traditional term refunds will be handled individually and will be based on the refund schedule and number of days in the non-traditional term.

## 6.6 **Refund of Room and Board**

6.6.1 **Room Refunds.** Room refunds, if any, shall be based on the housing contract signed by the student.

6.6.2 **Board Refunds.** Board refund shall be prorated based upon the date of official withdrawal.

6.6.3 **Calculation of Refund.** All room and board refunds are calculated from the first day of the formal registration period.

## 6.7 **Registration Period – Late Fee**

6.7.1 **Assessment of Late Fee.** A formal registration period shall be established at the beginning of each semester or term at which time fees are due and payable in accordance with the provisions of this rule. In addition, a late registration period may be established. A late fee not to exceed fifty dollars (\$50) shall be imposed on all late registrants. The president of Pierpont or a designee shall have the authority to waive the fee in cases where evidence indicates the delay occurred through a fault of the institution.

6.7.2 **Exception.** An exception to the registration time period may be granted to an individual under rare circumstances and then only when there is evidence that the student has a reasonable opportunity to complete successfully all course work. The president or a designee must approve the exception with the evidence documented and held on file supporting the decision.

6.7.3 **Regular Registration Period for Evening, Saturday, Off-campus, Extension, and Other Special Classes.** The first two class meetings shall be considered the regular registration period for nontraditional students registering for evening, Saturday, off-campus, extension, and other special classes. In addition, a late registration period may be established which shall not exceed the third- and fourth-class meetings. A late fee of not to exceed fifty dollars (\$50) shall be imposed on all late registrants.

## 6.8 **Installment Pay Plans**

6.8.1 **Fall and Spring Terms.** Student fee deferred payment plans will be offered for Fall and Spring terms.

- 6.8.2 **Amount Available for Deferral.** All available financial aid for the term must be credited to the student's account prior to determining the amount available for deferral.
- 6.8.3 **Balance of Fees Due.** After all financial aid is applied to the student's account, the balance of student fees must be paid as identified in the payment plan established.
- 6.8.4 **Interest.** Interest on the deferred amount may be charged at a rate not to exceed the legal limit.
- 6.8.5 **Room and Board.** Room and board and other non-course related charges may be divided into installments as determined by the institution.
- 6.9 **Use of Credit Cards**
- 6.9.1 The use of credit cards for payment of student fees is authorized under the statewide contract initiated by the State Board of Investments or under an alternate program approved by the Board of Governors.
- 6.9.2 To the extent allowed by law or policy of the credit card company, the institution is authorized to impose a surcharge on credit card payments equal to any amount that may be imposed by the credit card company as a vendor discount or service fee.
- 6.10 **Enrollment above the Normal Full-Time Credit Load.** Pierpont shall adopt penalties for students who routinely withdraw from classes after a semester has begun, with special emphasis on students who initially register for more than eighteen (18) credit hours and who routinely withdraw from classes after the semester has begun.
- 6.11 **Deferral of Fees during a Legal Work Stoppage.** Any student adversely, financially affected by a legal work stoppage may be allowed, on a case-by-case basis, an additional six months to pay the fees for any academic term, in accordance with procedures established by the Pierpont Board.

## **SECTION 7. RESPONSIBILITIES**

The student is responsible for tuition and fees incurred as part of their enrollment at the institution. The institution retains the right to pursue the collection of any unpaid tuition and fees through any legal means necessary.

**SECTION 8. CANCELLATION**

Not applicable

**SECTION 9. REVIEW STATEMENT**

This policy shall be reviewed on a regular basis with a time frame for review to be determined by the President or President's designee. Upon such review, the President or the President's designee may recommend that the policy be amended or repealed.

**Attachments:**

**Distribution:**

**Revision Notes:** These notes, which include the date of the revision, identify changes made to the policy in order to describe or clarify the policy provisions, to identify any changes in management responsibilities and/or titles, and to correct any grammatical or typographical errors.