

Policy Name: Financial Refunds  
Policy Number: ADM 5.01  
Title of Policy Owner: Dean of Finance  
Approved by: Policy Committee/Administrative Cabinet  
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**I. Policy**

It is the policy of Bon Secours Memorial College of Nursing (BSMCON) to process financial refunds timely and consistently in accordance with BSMCON policy and applicable federal, state and accreditation requirements.

**II. Purpose**

The purpose of this policy is to identify situations that result in financial refunds, establish internal controls and procedures for processing such refunds and ensure compliance with the requirements and regulations governing financial refunds including, but not limited to, Title IV – Higher Education Act of 1965, as amended (Title IV Regulations), Code of Virginia and accrediting standards.

**III. Scope**

This is an institutional policy that applies to all students.

**IV. Definitions**

**Add/Drop Period** – the period of time, generally measured as the start of each Semester through 11:59 p.m. on the tenth (10th) calendar day of each Semester in which students have the capability to add, or drop, courses from enrollment without financial penalty.

**Credit Balance** - is created when payments or Financial Aid applied to a Student Account exceeds charges for Tuition and Fees (or other allowable charges) during a specific Semester.

**Date of Determination (DOD)** – as determined by the Registrar and recorded in the Student Information System (SIS) as the date which the Registrar receives written communication from the student or electronic notification via the SIS that the student has dropped/withdrawn from a course(s) or permanently resigned from BSMCON. The DOD that a student withdrew

should be no more than fourteen (14) calendar days after the student's LDA as determined by the institutions records within the SIS.

**Financial Aid** – any source of financial funding to defer a student's Cost of Attendance (COA). Examples of Financial Aid may include, but are not limited to, Title IV Financial Aid, Scholarships, Third Party Payors, etc.

**Financial Refund** - denotes that some form of payment has taken place between the student (or related party initiated by or on the behalf of the student) and BSMCON for which a subsequent event occurs that results in the payment being returned to the student (or related party).

**Last Date of Attendance (LDA)** – as determined by the Registrar and recorded in the Student Information System (SIS), is the last date of an academically-related activity in a course, such as attendance in a course; or completion and submission of a course assignment, exam, tutorial, clinical experience, skills lab or simulation experience.

**Semester** - is the standard measurement used to group weeks of instructional time in the academic year. Semester is generally referred to as period of enrollment and includes fall, spring and summer. For purposes of Title IV, Semester is the term also denoting a Payment Period.

**Standard Period of Non-Enrollment (SPN)** – a leave of absence from BSMCON enrollment not to exceed two (2) consecutive Semesters, as further described in ADM 3.07 Leave of Absence or Permanent Resignation policy.

**Student Accounts** – collectively refers to a student specific record of all pending, scheduled or posted financial transactions over the duration of program enrollment. Student Accounts is generally referred to as transactions contained within the Registration Bill (generally pending or anticipated transactions) and Student Ledger Card (posted transactions). ADM 4.04 Student Accounts policy should be reviewed in conjunction with this policy.

**Third Party Payor** – is an entity that remits payment to BSMCON on behalf of a student. Examples of a Third Party Payors include, but are not limited to, VA529 Plans, Veteran Affairs, employer provided tuition benefit plans such as EdAssist, UPS, etc.

**Title IV Credit Balance** - is created when the amount of Title IV Financial Aid disbursed to a Student Account exceeds charges for Tuition and Fees (or other allowable charges) during a specific Semester.

**Title IV Financial Aid** – is Federal financial aid authorized by Title IV of the Higher Education Act of 1965, as amended. Title IV Financial Aid programs that BSMCON participates in includes: Federal Pell Grant, Federal Work Study, Federal Supplemental Educational Opportunity Grant (FSEOG) and Federal Direct Loans (Subsidized, Unsubsidized and PLUS).

**Tuition and Fees** – are charges incurred for academic instruction (Tuition) and other fees related to student learning resources, technology, verification services, campus activities, student benefit funds and graduation activities (Fees).

## V. Policy Details

### A. Designation of a Responsible Party

Subject to appropriate oversight by the Dean of Finance, the Bursar, and in cases of R2T4, the Financial Aid Director, is responsible for monitoring compliance with the requirements of this policy and applicable federal, state and accreditation requirements.

### B. Financial Refunds - General

A Financial Refund denotes that some form of payment has taken place between the student (or related party initiated by or on the behalf of the student) and BSMCON for which a subsequent event occurs that results in the payment being returned to the student (or related party). Financial Refunds occur in multiple different scenarios. In most cases, Financial Refunds occur when a Credit Balance results on the Student Account. A Credit Balance is generated when student payment(s) and/or Financial Aid posted to the Student Account is in excess of charges for Tuition and Fees (or other allowable charges). ADM 4.04 Student Accounts policy should be referenced in conjunction with this policy in the event of a Financial Refund.

#### 1. Enrollment Cancellation

In accordance with § 23.1-215 B of the Code of Virginia, an applicant who provides written notice of cancellation of enrollment within three (3) business days, excluding weekends and holidays, of executing the Enrollment Agreement is entitled to a Financial Refund of all monies paid, less the non-refundable \$95 application fee.

A request for enrollment cancellation more than three (3) business days after executing the Enrollment Agreement and making an initial payment, but prior to the first day of Semester in which the student is enrolled will result in a Financial Refund of all monies paid, less a maximum fee of 10% of charges indicated on the Registration Bill or \$100, whichever is less.

Financial Refunds due to enrollment cancellation are processed within forty-five (45) calendar days of receipt of notice of enrollment cancellation.

2. Student Overpayment

In the event that a student remits payment (self-pay) in excess of charges of Tuition and Fees in a specific Semester, a Financial Refund will be processed within forty-five (45) calendar days of the payment posting date to the Student Account. In the event of a student overpayment, the student may authorize BSMCON to hold the Credit Balance and apply it to future charges in a subsequent Semester.

3. Withdrawal or Permanent Resignation

In the event that a student withdraws from a (or all) course(s), is approved for a Standard Period of Non-Enrollment (SPN) or permanently resigns from BSMCON after completion of the Add/Drop Period, but prior to sixty (60) percent completion of the Semester, a Financial Refund of BSMCON Tuition and Fees will be made in accordance with the Refund Schedule, as outlined below.

Policies ADM 3.07 Leave of Absence or Permanent Resignation and/or ADM 3.08 Add/Drop/Withdrawal from a Course outline the process that students are required to follow. These policies should be referenced and adhered to in conjunction with this policy.

The percentage of Semester completed is calculated by taking the number of completed calendar days up to and including the Date of Determination (DOD) divided by the total number of calendar days in the Semester, less any scheduled breaks of five (5) or more consecutive calendar days.

| Percentage of Semester Completed as of Date of Determination (DOD) | Percentage of Tuition and Fees Refunded |
|--|---|
| Less than 10%  | 90% Refund                              |
| 10% up to but not including 20%                                    | 80% Refund                              |
| 20% up to but not including 30%                                    | 60% Refund                              |
| 30% up to but not including 40%                                    | 40% Refund                              |
| 40% up to but not including 60%                                    | 20% Refund                              |
| 60% or more  | No Refund                               |

Financial Refunds for refunded Tuition and Fees are processed within forty-five (45) calendar days of the DOD.

C. Financial Refunds - Title IV Financial Aid Funds

BSMCON processes Financial Refunds of Title IV Financial Aid Funds in accordance with Title IV Regulations. There are two (2) scenarios in which Financial Refunds of Title IV Financial Aid funds may occur.

1. Title IV Credit Balance

A Title IV Credit Balance is created when the amount of Title IV Financial Aid disbursed to a Student Account exceeds charges for Tuition and Fees (or other allowable charges) during a specific Semester. In accordance with Title IV Regulations, Financial Refunds that result from a Title IV Credit Balance are processed within fourteen (14) calendar days from the date that the Title IV Credit Balance was created (i.e. the date that the Title IV Financial Aid was disbursed to the Student Account and applied to posted charges). Title IV Credit Balance Financial Refunds are automatically processed within fourteen (14) calendar days to the student borrower, or parent borrower in the event of a Federal Direct Parent PLUS Loan, unless the student (or parent) borrower voluntarily authorizes BSMCON to administer the Title IV Credit Balance in an alternative way.

Title IV Credit Balance Authorization Form

There are three (3) scenarios in which a Title IV Credit Balance may be administered in an alternate way, all of which require a Title IV Credit Balance Authorization Form to be completed by the student (or parent) borrower and submitted to the Bursar.

- i. A student borrower can authorize BSMCON to retain the Title IV Credit Balance on the student's behalf and apply it to a future Semester within the same Academic Year.
- ii. A parent borrower can authorize BSMCON to retain the Title IV Credit Balance resulting from a Federal Direct Parent PLUS Loan on the child/student's behalf and apply it to a future Semester within the same Academic Year.
- iii. A parent borrower can authorize BSMCON to disburse the Financial Refund created by a Title IV Credit Balance resulting from a Federal Direct Parent PLUS Loan directly to the child/student.

In all three (3) scenarios the Title IV Credit Balance Authorization can be revoked by submitting a subsequent form.

BSMCON is authorized to retain up to \$200 of a Title IV Credit Balance without a Title IV Credit Balance Authorization Form in order to satisfy an outstanding Student Account balance in a prior semester within the Academic Year.

2. Return to Title IV (R2T4)

In accordance with Title IV Regulations, when a student who utilizes Title IV Financial Aid withdraws from all courses or permanently resigns from BSMCON during a Semester, the Financial Aid Director is required to determine the treatment of Title IV Financial Aid funds. Within thirty (30) calendar days of the Date of Determination, the Financial Aid Director is required to complete the Treatment of Title IV Funds When a Student Withdraws from a Credit-Hour Program (R2T4 Calculation) Worksheet as published by the Department of Education and attached to this policy.

Title IV Financial Aid funds are earned in direct proportion to the percent completion of the Semester up to sixty (60) percent. Once a student completes 60% of the Semester, the student has earned 100% of Title IV Financial Aid funds. The percent completion of the Semester is calculated by taking the number of completed calendar days up to and including the (1) Last Date of Attendance (LDA) posted for a student who withdraws from all courses and remains enrolled at BSMCON or (2) Date of Determination for a student who permanently resigns from BSMCON, divided by the total number of calendar days in the Semester, less any scheduled breaks of five (5) or more consecutive calendar days.

Upon completion of the R2T4 Calculation Worksheet, should the calculation yield that the student received (i.e. disbursed to the Student Account) Title IV Financial Aid funds that were unearned, such unearned Title IV Financial Aid funds must be returned to the Department of Education within forty-five (45) calendar days of the DOD. In the event that the calculation yields that the student earned but did not receive (i.e. no disbursement was made to the Student Account) Title IV Financial Aid funds, a Post Withdraw Disbursement may be effectuated. In cases of R2T4, there are responsibilities of both BSMCON and the student for the return of unearned Title IV Financial Aid funds. Unearned Title IV Financial Aid funds are returned in a specific order starting with Federal Direct Loans (Unsubsidized, Subsidized and Parent PLUS), followed by any remaining funds (Federal Pell Grant and Federal Supplemental Educational Opportunity Grants).

D. Financial Refunds – Third Party Payors

In certain circumstances, BSMCON may have a written agreement with a Third Party Payor in which BSMCON invoices the Third Party Payor directly on behalf of a student. In the event that a Third Party Payor remits payment to BSMCON on behalf of a student and the student subsequently withdraws from a course(s) or permanently resigns from BSMCON, BSMCON will process any related Financial Refunds to the Third Party Payor and/or by the terms contained in the agreement. Financial Refunds related to Veteran Affairs are further discussed in ADM 4.07 Establishing Principles of Excellence – Military.

Policies ADM 3.07 Leave of Absence or Permanent Resignation and/or ADM 3.08 Add/Drop/Withdrawal from a Course outline the process that students are required to follow. These policies should be referenced and adhered to in conjunction with this policy.

**VI. Attachments**

Treatment of Title IV Funds When a Student Withdraws from a Credit-Hour Program (R2T4 Calculation) Worksheet

**VII. Related Policies**

- ADM 2.01 Academic Definitions
- ADM 2.08 College Attendance
- ADM 3.07 Leave of Absence or Permanent Resignation
- ADM 3.08 Add/Drop/Withdrawal from a Course
- ADM 4.04 Student Accounts
- ADM 4.07 Establishing Principles of Excellence – Military

**VIII. Disclaimers**

- a. Nothing in this policy creates a contractual relationship between Bon Secours Memorial College of Nursing (BSMCON) and any party. BSMCON, in its sole discretions, reserves the right to amend, terminate or discontinue this policy at any time, with or without advance notice.

**IX. Version Control**

| Version | Date      | Description                | Prepared by     |
|---------|-----------|----------------------------|-----------------|
| 1.0     | 5/27/2020 | Revisions and new template | Dean of Finance |