

# SOUTH DAKOTA BOARD OF REGENTS

## Policy Manual

**SUBJECT:** Refunds

**NUMBER:** 5:7

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### **1. Status Definitions**

#### **A. Canceled Registration**

A student's registration should be canceled if:

- 1) A Regental university erroneously registered the student.
- 2) The Regental university(s) in which the student is early registered is notified, by the student, prior to the first day of classes for the term that the student shall not be attending the university(s) or
- 3) A Regental university terminates a student's enrollment in a particular course for a student's failure to meet prerequisites, or because of low enrollments, or because the university cancels a class; or
- 4) The student has not made payment or arrangements for payment and has not attended a class, or classes, as determined by the institution in collaboration with the faculty.
- 5) Cancellation, by the Home University, for non payment will occur no earlier than the end of the third business day of the semester and the Home University will complete student cancellations prior to the census date of the term, if possible, and no later than the census extract freeze date.
- 6) Students who have not paid in full and were not cancelled by the census date extract freeze date will have the appropriate restriction entered on Colleague by the Home University reflecting the "arrangement to pay".
- 7) When a student's enrollment is cancelled, no tuition or fees are due to the Regental system and no entry will be made on the student's academic transcript.

#### **B. Withdrawn Status (Student Initiated)**

A student is considered withdrawn during a term if classes have begun and:

- 1) The student has registered for at least one course and the student has initiated withdrawal from all state-support and self-support courses at all Regental universities in which the student was actively enrolled at the time of withdrawal, including courses in progress as well as those that have not yet begun,
- 2) Students enrolled in two or more Regental universities pursuant to financial aid consortia will be eligible for refunds as set forth herein only if they withdraw, drop out or are expelled from all classes at all Regental universities for which they have enrolled.

**C. Withdrawn Status (Administrative Withdrawal for Non Payment of Tuition and Fees or Failure to Make Arrangements to Pay)**

A student should be administratively withdrawn during a term if classes have begun and:

- 1) The student has not made payment, or made arrangements for payment, and has attended a class, or classes, as determined by the institution in collaboration with the faculty.
- 2) Administrative Withdrawal by the Home University will occur no earlier the end of the third business day and the Home University will complete administrative withdrawals by the end of the nineteenth day of class for the term.
- 3) Students who have not paid in full and were not administratively withdrawn prior to end of the nineteenth day of class will have the appropriate restriction entered on Colleague by the Home University reflecting the “arrangement to pay”.
- 4) To determine the date for the administrative withdrawal the last date of academic activity (for currently active course enrollments) will be determined by the institution in collaboration with the faculty. The date of administrative withdrawal will be the last date of academic activity determined.
- 5) The student will owe the Regental System for tuition and fees assessed as of the date of the Administrative Withdrawal.
- 6) A Withdrew/Date entry will be recorded on the student’s academic transcript.

**D. Withdrawn Status (Administrative Withdrawal for Other Reasons)**

Occurs when the Home University has completed withdrawal procedures for administrative reasons, other than nonpayment, including, without limitation, disciplinary sanctions.

**E. Dropped Course**

Terminated enrollment in a state-support or self-support course by a student who continues to be actively enrolled in at least one additional course at a Regental university.

**F. Standard Term**

The officially adopted Fall and Spring academic terms.

**G. Non-Standard Term**

The summer term, correspondence courses, and all other academic calendar types with begin and/or end dates that are different from the officially adopted Fall and Spring academic terms.

**2. Transcripts**

If a student's registration is canceled, there shall be no permanent transcript record for the semester. If a student initiates withdrawal as stated in 1.B. above or the home university has completed withdrawal procedures for administrative reasons as stated in 1.C above, the statement "Withdrew", a withdrawal date, and "W" grades will be entered on the Transcript. See also policy 2:6.

A student who is required to withdraw from the term or from a course after the final withdrawal date (see policy 2:6.8) due to illness or extenuating circumstances may petition the Vice President for Academic Affairs of the student's home university for an exception to the final withdrawal date. If approved, the student's withdrawal is processed and the final withdrawal date of the term is used as the official date of the student's withdrawal.

**3. Re-admission Following Withdrawal**

A student may be readmitted by permission of the Vice President for Academic Affairs in the same semester after a withdrawal if the student has paid the appropriate tuition and fees.

#### **4. Refunds of Tuition and Fees**

##### **A. Refunds for Dropped Course**

A student receives a 100 percent refund of tuition and per credit hour fees for dropped courses within the drop/add period. The drop/add period for standard and non-standard courses offered in a semester shall be the date the first 10 percent of the term ends or the day following the first class meeting, whichever is later. When calculating 10% of the term, breaks of five or more days are not included when counting the total number of days but Saturdays, Sundays and holidays are. Any course meeting during a standard semester which meets for less time than the standard semester shall be treated as a non-standard semester course for refund purposes. No refund shall be provided for courses dropped after that time by other than administrative action. Courses offered during summer school term, correspondence courses, asynchronous internet courses, and all other academic calendar type courses with begin and/or end dates that are different from the officially adopted Fall and Spring terms are considered non-standard courses. Refer to policy 2:6.

##### **B. Withdrawal from the Regental System**

Students who withdraw or are administratively withdrawn, suspended or expelled from the Regental system within the drop/add period receive a 100 percent refund of tuition and per credit hour fees. Students who withdraw or are administratively withdrawn, suspended, or expelled from the Regental system after the date the first 10 percent of the term ends for the period of enrollment for which they are assessed may be entitled to a refund as set forth herein.

##### **C. Calculating Refunds**

###### **1) Students Who Received Federal Title IV Financial Aid**

- a. Students who received Federal Title IV student financial aid may receive a refund of tuition and fees and institutional charges if they withdraw from the Regental system during the first 60 percent of the term. The home university would retain that portion of the tuition, fees, and institutional charges presumed to cover costs it incurred during the time that the student remained enrolled in the Regental system. Thus, for example, a student who withdrew from the Regental system after completing 45 percent of a semester would be entitled to a refund equal to 55 percent of the tuition, fees and institutional charges.

Students who withdraw after 60 percent of the term has been completed receive no refunds.

- b. The date of withdrawal is determined to be the date on which
- i. a student provides to the home university's designated office for processing withdrawals notification of his or her intent to withdraw;
  - ii. the designated office for processing withdrawals becomes aware that the student ceased attendance;
  - iii. the designated office for processing withdrawals becomes aware that the student ceased attendance without providing written notification to the home university because of illness, grievous personal loss, other such circumstances beyond the student's control, the date on which the home university determines is related to that circumstance;
  - iv. the earlier date on which the student does not return from an approved leave of absence or the date the student notifies the home university that he or she will not be returning to the institution;
  - v. the date the student fails to meet the terms of a repayment agreement while maintaining his or her eligibility for Title IV funds;
  - vi. the date on which a student begins an academic leave of absence; or
  - vii. the date for a student who withdraws from the Regental system after rescinding an intent to withdraw is the date that the student first provided notification to the home university's designated office for processing withdrawals or began the withdrawal process, unless the home university chooses to document a last date of attendance at an academically related activity.
- c. For purposes of determining the date of withdrawal, approved leaves of absences include any written permission by the home university's Vice President for Academic Affairs, or that person's designee, of a request to be absent from the Regental system and to discontinue class attendance. Permission may be given for approved leaves of absence or for academic leaves of absence. Approved leaves of absence may not exceed 180 days in any twelve-month period, though a leave extension of thirty days may be granted upon receipt of written request.

Approved leaves of absence may only be granted where circumstances beyond the student's control interfere with their ability to pursue their studies. Such circumstances include the student's disabling conditions or severe illnesses, the death, disability or severe illness of an immediate family member if that causes the student's severe financial or mental hardship, jury duty

or military duty, or other extenuating circumstances beyond the student's control.

Academic leaves of absence may be granted on such terms and conditions as the home university may establish for academic reasons. Each Regental university will inform students about the possibility of obtaining approved and academic leaves of absence and will notify students about the process for submitting all necessary forms and documentation.

- d. Students who receive a refund may be required to repay the appropriate Title IV aid program from which they received assistance for any sums that have not been retained by the home university for services rendered or that will no longer be required to support other on-going expenses for attending the Regental system. Specific information about possible repayment obligations may be obtained through the financial aid offices at each Regental university. Payment options are available through the business office.

The intent of Section C.1., Students Receiving Federal Title IV Financial Aid, is for implementing the Higher Education Act of 1965, as amended.

## **2) Students Who Do Not Receive Federal Title IV Financial Aid**

Students who do not receive federal Title IV student financial aid and who withdraw from the Regental system may be entitled to a refund of tuition and fees and institutional charges calculated through 60 percent of an enrollment period. The refund shall be determined by computing the percentage of an enrollment period remaining after the date of withdrawal times the tuition and fees and institutional fees originally assessed the student. Dates of withdrawal will be determined in the same manner as is done for students receiving Title IV federal financial aid. At no time will refunds be awarded after the 60 percent point of the enrollment period.

### **D. Cancelled Registration**

If a student's registration is cancelled, no tuition and fee payment is due. If payments have been made, a student is eligible for a full refund.

**E. Extensions and Waivers**

The president of the home university, or a designee, may extend the time periods in sections A through D above or waive sections A through D above in the following circumstances:

- the death of the student;
- the student's disabling condition or severe illness;
- the death, disability, or severe illness of an immediate family member causing severe financial hardship to the student; or,
- other extenuating circumstances beyond the student's control.

**5. Refunds of Residence Hall and Food Service Fees**

**A. Residence Hall Fees**

Students with a room contract who withdraw from the Regental system will receive a proportional refund at the time of withdrawal up to the 60 percent point after which no refund is available.

**B. Food Service Fees**

Students with a food service contract who withdraw from the Regental system will receive a proportional refund at the time of withdrawal up to the 60 percent point, after which no refund is available. The balance of flex plan dollars will be refunded at 100 percent.

**6. Military Service - Withdrawal Without Penalty**

**A. Academic Credit**

Students required to withdraw from the Regental system before completing a semester may receive credit or refund privileges if they are regularly enrolled and belong to a military unit called for duty or are drafted and not eligible for deferment and the discontinuance of class attendance is on the last practicable day before reporting for duty as determined by the student's home university. Eligible students who are required to report for military duty not earlier than four (4) calendar weeks prior to the date a semester ends as stated in the official catalog of the home university, or after completion of at least seventy-five per cent (75%) of the enrollment period in a non-standard semester course, may, when authorized by the instructor, be given full credit for all courses for which they have an average of "C" or better. Eligible students who receive credit, or an incomplete, in progress, or normal progress grade for any course for which they are enrolled shall not be entitled to any refund of tuition or fees paid. Eligible students who do not receive an incomplete, in progress, or normal progress grade or credit for a course in which they are enrolled shall be entitled to a full refund of tuition and academic fees.

## Options for Final Grades and Refunds

Course Grade	WEEKS REMAINING IN STANDARD SEMESTER	
	More Than 4 Weeks	Less Than 4 Weeks
		Refund
A	Refund	A or Refund
B	Refund	B or Refund
C	Refund	C or Refund
D	Refund	Refund
F	Refund	Refund
S	Refund	S or Refund
U	Refund	Refund
I, IP, NP	Refund	I, IP, NP or Refund

NOTE: Course Grade is as determined by the instructor, either the grade to date or the final grade earned to date.

### B. Refunds for Room and Board

Refunds for room and board shall be pro-rata refunds for the entire semester. Board flex plans will be refunded at 100% of the unused value.

### C. Refunds for Books

Refunds for books for military personnel called up for active duty is as follows:

- 1) New books with no markings or writing – 100% of purchase price
- 2) New books with highlighting or writing – 75% of purchase price
- 3) Books purchased used – 100% of used price

Books must be returned within the semester. Normal campus refund policies apply to books that are not returned prior to the end of the semester.

**SOURCE:** RR 10:03, 1977, (Revised BOR, June 1991); RR 10:14, 1977; BOR, April 1992, BOR, December 1992; BOR, October 1993; 64 Fed. Reg. 59016 (1999); BOR, June 2000; BOR, December 2000; BOR, October 2001; BOR, January 2002; BOR, December 2002; March 2003; BOR, October 2004.