

DATE OF MEETING WHEN FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES WILL CONSIDER PROPOSED REGULATION CHANGES:
8:30 AM, Tuesday, June 20, 2006, Student Union Ballroom (#203-B), Florida Gulf Coast University, 10501 FGCU Blvd. South, Fort Myers, FL 33965.

PROCEDURE FOR SUBMITTING WRITTEN COMMENTS CONCERNING THE PROPOSED REGULATION:

ANY PERSON MAY SUBMIT COMMENTS IN WRITING BY 5 PM ON FRIDAY, JUNE 2, 2006, TO:

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A COPY OF THE PROPOSED REGULATION IS POSTED ON THE WEB AT:
www.fgcu.edu/generalcounsel/governance.html

DATE THIS NOTICE WAS POSTED ON FGCU WEBSITE: Friday, May 19, 2006

Florida Gulf Coast University Regulation
Chapter 6C10-7, Finance and Accounting

- 6C10-7.001 Tuition and Fees
- 6C10-7.003 Special Fees
- 6C10-7.004 Prompt Payment to Vendors

6C10-7.001 Tuition and Fees

(1) General. Tuition and fees assessed by the University shall be in accordance with the General Appropriations Act and the rules and policies of the Board of Governors.

(2)(a) Tuition and fee schedule. The University shall assess the following tuition and fees per credit hour for each regularly enrolled student, depending on whether a student is a resident or non-resident of the State of Florida, unless provided otherwise by law or in this rule:

Tuition/Fee	Resident Undergraduate	Non-Resident Undergraduate	Resident Graduate	Non-Resident Graduate
Tuition	\$71.57 <u>73.71</u>	\$452.18	\$180.24	\$771.78
Financial Aid Fee	\$3.57 <u>3.68</u>	\$22.60	\$9.01	\$38.58
Transportation Fee	\$5.29 <u>7.00</u>	\$5.29 <u>7.00</u>	\$5.29 <u>7.00</u>	\$5.29 <u>7.00</u>
Capital Improvement Trust Fund Fee	\$2.44	\$2.44	\$2.44	\$2.44
Building Fee	\$2.32	\$2.32	\$2.32	\$2.32
Activity and Service Fee	\$10.94	\$10.94	\$10.94	\$10.94
Athletic Fee	\$12.54	\$12.54	\$12.54	\$12.54
<u>Health Fee</u>	<u>\$6.03</u>	<u>\$6.03</u>	<u>\$6.03</u>	<u>\$6.03</u>
Total Per Credit Hour	\$108.67 <u>118.66</u>	\$508.31 <u>516.05</u>	\$222.78 <u>230.52</u>	\$843.89 <u>851.63</u>

~~(b) Students will be assessed the following fee per term:~~

Fee	Undergraduate		Graduate	
	Resident	Non-Resident	Resident	Non-Resident
Health	\$47.50	\$47.50	\$47.50	\$47.50

(2)(~~b~~) Repeat course fee. A student enrolled in the same undergraduate course more than twice shall be assessed an additional ~~\$170.22~~ 161.70 per credit hour charge for each such course. A student enrolled in the same college preparatory course more than twice shall be assessed an additional \$188.40 per credit hour charge for each such course.

(3) Payments on Accounts Due the University. Charges against a student's account for loss or breakage of University equipment, lost books, library or parking fines and other related charges are due immediately. University policy prohibits registration, or release of transcript and diploma for any student whose account with the University is delinquent.

(4) Registration occurs when a student:

(a) Selects one or more credit courses approved and scheduled by the University; and

(b) Pays tuition and fees, partial or otherwise, or makes other appropriate arrangements for tuition payment (deferment, or third party billing) for the courses in which the student is enrolled as of the end of the drop/add period. The University does not have a plan for installment payment of fees.

(5) Payment. Tuition and registration fees must be paid in full by the date designated in the University Student Schedule and Fee Statement as the "last date to pay fees" for each semester. Payments shall be made at the Cashier's Office or by mail and received no later than that date. The President or designee will extend the deadline for fee payment when payment by the student is delayed due to University action or inaction.

(6) Liability for payment of tuition is incurred at the point at which the student has completed registration. Students are liable for all fees associated with all courses in which they are registered at the end of the drop/add period.

(7) Cancellation of Registration. A student's course schedule shall be canceled when tuition has not been paid in full or when arrangements for payment have not been made through the Office of Financial Aid or the Cashier's Office. By the published "last date to pay fees" students awaiting receipt of financial aid must pay any additional amount due before the end of the last day to pay fees to prevent cancellation of the course schedule. A student whose course schedule has been canceled cannot thereafter attend classes and will not obtain credit for courses. A student whose course schedule has been canceled will be mailed written notice of cancellation to his/her last known address on record and be given a deadline by which he/she may apply for reinstatement.

(8) Reinstatement. Students may seek reinstatement of their course schedule by following the procedures outlined in this subsection.

(a) Requests for reinstatement. A request for reinstatement must be presented in writing to the Registrar's Office by the deadline given on the notice of cancellation mailed to the student. The request for reinstatement must include all documentation supporting the request. The Reinstatement Appeals Committee will evaluate the request based upon the criteria contained in this rule and notify the student in writing of its decision.

(b) Reinstatement Appeals Committee. A student whose course schedule has been canceled for non-payment may apply for reinstatement of the course schedule to the

Reinstatement Appeals Committee. The Committee shall consist of at least three staff members appointed annually by the President, and one student appointed by the FGCU Student Government Association. The Committee shall meet as required between the published last day to pay fees and six months after the end of the term for which the reinstatement is requested. The decision of the Committee shall be final.

(c) Criteria for Reinstatement. In evaluating a request for reinstatement, the Committee shall apply the following criteria:

1. Reinstatement shall be granted where it is demonstrated that the student's registration was canceled through University error.

2. Reinstatement shall be granted where the student submits documentation demonstrating that the student was prevented from making timely payment due to extenuating circumstances beyond the student's control. Examples of "extenuating circumstances" include:

a. A student was unavoidably out of town during the week prior to the last day to pay fees, or

b. A student was ill and unable to make payment prior to the last day to pay fees.

3. If a student's reinstatement is approved by the Reinstatement Appeals Committee, they must be reinstated for all courses for which they were originally registered.

(d) Where reinstatement is granted, the student shall take the written decision of the Committee to the Cashier's office, pay the fees which are due and complete the registration process with the Registrar's Office.

(9) Late Registration Fee.

(a) A late registration fee of \$100 shall be assessed by the University when registration is initiated after the close of the regular registration period.

(b) The late registration fee shall be waived when:

1. The late registration was caused by a University error, or

2. The student was unavoidably out of town on the last day to register (documentation must be provided), or

3. The student was ill (documentation must be provided), or

4. The course was closed and the student was required to wait until classes started (written documentation from the instructor is required), or

5. The student was informed after the published last day to register that a course is necessary in order to graduate, be re-certified, or is a work related requirement (appropriate documentation must be provided).

(10) Late Payment Fee. A late payment fee of \$100 shall be assessed by the University when:

(a) A student pays his/her fees after the published "last day to pay fees", and has been approved for reinstatement pursuant to this rule; or

(b) A dishonored check is redeemed after the last date to pay fees.

(11) University Loan Program Service Charge. In lieu of interest, a \$10 service charge will be assessed to any student participating in the University loan program regardless of the amount of the loan. Students utilizing the university loan program must sign a promissory note which obligates them to the total loan amount including the \$10 service charge for each loan issued.

(12) Fee Appeals. Students may appeal the assessment of fees and request refunds of tuition and fees to the Fee Appeals Committee according to procedures set forth in this subsection.

(a) Procedures. A student who seeks review of a fee assessed shall file a written appeal with the Registrar's Office. The appeal must set forth the basis for seeking a refund and attach all supporting documentation. An appeal must be filed no later than six months following the last day of the term during which the fees were incurred. For the purpose of this rule, summer terms are considered as one term.

(b) Fee Appeals Committee. The Fee Appeals Committee shall consist of at least three staff members who are appointed annually by the President, and one student appointed by the FGCU Student Government Association. The Committee shall meet as often as necessary to review and act upon appeals which come before it.

(c) Committee Determinations. Each appeal will be initially reviewed by the Registrar or designee. A decision will be made by the Registrar's Office according to criteria established by this rule. The decision shall be communicated in writing to the student within 60 days from the date the appeal was filed with the University. The Fee Appeals Committee shall consider only cases of those students who are appealing the initial decision made by the Registrar's Office. Students may appear in person before the Committee to present their appeal. The decision of the Committee is final.

(d) Criteria for Determining Fee Appeals. The criteria established by this rule shall govern decisions by the Registrar and the Fee Appeals Committee:

1. A fee appeal shall be granted when it is demonstrated that fees were paid as a result of University error.

2. A fee appeal shall be granted when it is demonstrated that the student was prevented from timely withdrawal from the University due to extenuating circumstances beyond the student's control. Extenuating circumstances include death of the student, or death in the immediate family (parent, spouse, child, sibling) of the student; illness of the student that is of long duration or severity, as confirmed in writing by a physician; or

involuntary call to military duty.

(13) Refunds. Refunds will be processed and mailed to the address shown on the Registrar's files to all students whose fee accounts show an overpayment after the published last day to pay fees. Students due a refund will not be required to submit a refund request to receive their refund because it will be automatically calculated. If there is a balance due to the University in the accounts receivable system, that amount will be deducted from any refund due. In addition, students shall be entitled to refunds in the following circumstances:

(a) 100% of tuition and course related fees will be refunded if notice of complete withdrawal or course withdrawal from the University occurs prior to the end of drop/add period.

(b) 25% of tuition and course related fees will be refunded if notice of withdrawal from ALL courses from the University occurs prior to the end of the fourth week of classes.

(c) Students who receive financial aid and subsequently change their enrollment status and this action results in a refund, may have all or a portion of their refund returned to the University's Financial Aid Office in accordance with the terms of their financial aid agreement.

(d) 100% of tuition and course related fees if a student withdraws or drops a course due to circumstances which are exceptional and beyond the control of the student. Requests for fee adjustments must meet one of the conditions below to be considered:

1. Death of the student or immediate family member (parent, spouse, child or sibling) as confirmed by documentation indicating the student's relationship to the deceased. A ~~D~~death certificate is required.

2. Illness of student of such severity or duration to preclude completion of course(s). Written confirmation by a physician required.

3. A situation in which the University is in error as confirmed in writing by the appropriate Vice President.

(14) Deferred Payment Status. Deferred payment status for tuition and registration fees will be granted upon application by the student on the following grounds:

(a) Veterans shall be entitled to deferment in accordance with the provisions of Section 1009.27, F.S.

1. Each student granted a veteran's deferment shall sign a promissory note for the amount of registration and tuition fees due. The promissory note must be presented to the University Cashier's Office before the published last day to pay fees. Failure to present the promissory note by the deadline will result in the student being assessed the \$100 late payment fee. If the student does not present an authorized deferment to the Cashier, including the \$100 late fee, by the close of the fourth week of classes, the student's registration shall be canceled. The student may request reinstatement by

presenting an authorized VA deferment promissory note along with a \$100 late registration/late payment fee in lieu of full payment of tuition and registration fees. (See the procedure outlined in Reinstatement.)

2. If an eligible student's educational benefits are delayed beyond the deferral period, (end of term for which they are enrolled) the deferment will be extended upon request by the student with written verification from the granting entity that the student is eligible to receive benefits and that benefits are being processed for payment. Upon receipt of written verification, the Registrar's Office shall approve the deferment and any request for extension. Additional extensions may be similarly granted until such time that the student begins receiving educational benefits. Failure of the veteran to pay the amount of the authorized deferment by the due date or extended date, whichever is later, will result in the student being assessed the \$100 late registration/late payment fee.

(b) Third Party Billings. Deferment is permitted when formal contractual arrangements have been made with the University for payments by an approved third party. The ~~University Controller~~ President or designee is responsible for negotiating such third party contracts.

(c) Delay in Financial Aid Delivery. Deferral of tuition and fees is permitted for those students receiving financial aid from federal, state, or University assistance programs when delivery of the aid is delayed through circumstances beyond the control of the student. Failure to make timely application for such aid shall be insufficient reason to receive such deferral. The Director of Financial Aid shall certify a student's eligibility for deferral to the University Controller or designee for each student for each academic term for which receipt of aid is delayed.

(d) Extraordinary circumstances exist and the deferment has the approval of the President or his designee.

Action by Florida Gulf Coast University Board of Trustees:

Approved, ~~September 13, 2005~~ _____.

Action by Florida Board of Governors (BOG):

Submitted to BOG for review, ~~September 14, 2005~~; _____;

Regulation not disapproved by BOG within sixty (60) days

Specific Authority: BOG Regulation Development Procedure, 1001.74(4), FS.

Law Implemented: ~~2005-06~~ 2006-07 General Appropriations Act, ~~CS/SB2600~~ HB 5001, HB 5003, 1001.74(11), 1009.24, 1009.27, 1009.28, 1009.285, FS.

Effective Date of Regulation: ~~November 14, 2005~~ _____.

6C10-7.003. Special Fees.

(1) The fees listed in this section will be assessed by the University.

Fee	Amount
(a) Non-Refundable Application Fee	\$30.00
(b) Orientation Fee	\$35.00
(c) Security, Access or Identification Cards:	
Annual Fee for Card	\$10.00
Fee for Replacement Cards	\$15.00
(d) Fee for Transcripts	\$10.00
(e) Fee for Diploma Replacement	\$10.00
(f) Registration Fee for a Zero-Hours Course	\$85.23
(g) Registration Fee for an Audit Course	\$85.23
(h) Course-related Fee for Materials and Supplies consumed during instructional activities	Cost
(i) Overdue Library Material Fee (per day)	\$0.25
(j) Overdue Library Reserve Material Fee -- per item, per hour	\$0.25
(k) Interlibrary Loan Fee	Cost
(l) Literature Search Fee	Cost
(m) Damaged/Lost Library Materials	Cost
(n) Late Return of Equipment Fee (per day)	\$5.00
(o) Equipment or Facilities Use, Damage or Loss	Cost
(p) Duplicating, Photocopying, Binding Microfilming and Copyrighting Fees	Cost
(q) Standardized Testing Fees	Cost
(r) Returned-Check Fee for Unpaid Checks as authorized by Section 832.07(1), F.S., as follows:	\$35.00
 (I) Service charge of \$25.00, if the face value of the check is \$50.00 or less; (II) Service charge of \$30.00, if the face value of the check is between \$50.01 and \$300.00; or (III) Service charge of \$40.00, if the face value of the check exceeds \$300.00, or an amount of up to 5% of the face amount of the check, whichever is greater.	
(s) Miscellaneous Health-Related Charges for Services at the Health Center	Cost
(t) Fee for Collection of Overdue Accounts	Cost
(u) Additional Fee for Off-Campus Course	Cost

(2) The term "cost" as used in this provision includes those increased costs to the University that are reasonable, specific, identifiable and directly related to the goods or services.

Specific Authority: 1001.74(4), (11) FS, Florida Board of Governors Regulation Development Procedure for State University Boards of Trustees.

Law Implemented: 2006-07 General Appropriations Act, HB 5001, HB 5003, 1001.74(11), 1009.24(12) FS.

History--New 1-26-03, Amended 9-4-03, 9-28-04, _____.

6C10-7.004. Prompt Payment to Vendors.

(1) The following provisions relate to all purchase orders, agreements and contracts for the purchase of goods and services in accordance with Chapter 6C10-6, F.A.C., Purchasing.

(a) It is the policy of the University that payment of an invoice shall be made not later than forty (40) days after receipt of a proper invoice, receipt of goods at the location set forth on the purchase order or contract, and inspection and approval of the goods or services, except that in the case of a bona fide dispute the vendor shall be notified of the dispute and payment made only for the amount not in dispute.

1. For purposes of determining the date an invoice was received, the University will be deemed to have received an invoice on the date on which an invoice in the amount(s) and price(s) stipulated in the purchase order or contract and any written change order is first received at the location designated by the University. In cases where the vendor invoice is incorrect and the vendor is required to furnish a revised invoice, the receipt date of the revised invoice will be used.

2. The University will make partial payments to a vendor upon partial delivery of goods or services when a request for such partial payment is made by the contractor and approved by the Controller or designee as being in the best interests of the University.

3. In cases of disputes regarding issues other than invoice amounts, the vendor will be contacted and documentation will be maintained as to the date(s) and person(s) contacted. The invoice receipt date will be the date final resolution is reached.

4. If the terms of the invoice provide a discount for payment in less than forty (40) days, the University shall preferentially process it and use all diligence to obtain the savings by complying with the invoice terms.

5. Where the specific provisions of the contract, federal or state law alter the timeframe for making contractually required payments to a vendor or contractor, the University will process payments to meet the contractual or statutory timeframe.

(b) The University shall advance payments for goods and services including, but not limited to, maintenance agreements and subscriptions when it is in the best interests of the University to make payments in advance and it has been determined there is adequate protection to ensure that such goods or services will be provided.

(c) If a check in payment of an invoice is not issued within forty (40) days after receipt of a proper invoice and receipt, inspection and approval of the goods and services, the University upon a valid request will pay to the vendor, in addition to the amount of the

invoice, an interest penalty at the rate established pursuant to Section 55.03(1), F.S., provided, however, that the interest penalty is in excess of one dollar (\$1.00). The interest will be calculated on the unpaid balance from the expiration of the 40-day period until such time as the payment is issued to the vendor. Interest penalties will be processed within 15 days after issuing the payment unless there are exigent circumstances. The provisions of this paragraph apply only to undisputed amounts for which payment has been authorized. The provisions of this paragraph do not apply to payments made to governmental entities of the State of Florida such as local governments and political subdivisions.

(d) All purchasing agreements between the University and a vendor shall include a statement of the vendor's rights and the University's responsibilities under this rule. The vendor's rights shall include being provided with the telephone number of the University Vendor Ombudsperson who shall be the Vice President for Administrative Services or designee.

(e) Invoices must contain the vendor/contractor name, FEI number and purchase order or contract number. Vendors must have on file with the University a complete and accurate Internal Revenue Service Form W-9 or other acceptable form that provides all necessary data to determine 1099 status. Invoices will be deemed received when the vendor has supplied all information specified above.

(f) Invoices received from vendors shall be for the amount and pricing schedules set forth in the purchase order or contract unless the vendor has received a written change order.

(2) Construction Contracts -- For construction projects, the terms and conditions of the contract shall govern the timely payments to contractors for work satisfactorily completed.

Specific Authority: 1001.74(4), 1010.04(2) FS, Florida Board of Governors Regulation Development Procedure for State University Boards of Trustees.

Law Implemented: 1001.74(5), (17), (29), 1001.75(5), 1010.04(2), 1011.4105 FS.

History--New 3-10-05, Amended.