

**MEETING OF THE
FINANCE & INFRASTRUCTURE COMMITTEE**
Board of Regents for Higher Education
Hartford, Connecticut

Tuesday, December 9, 2014, at 9:30 am
61 Woodland Street, Hartford, CT

Agenda

- 1. APPROVAL OF MINUTES FROM THE OCTOBER 7, 2014 MEETING**

- 2. INFORMATION ITEMS**
 - A. FY15 Rescission
 - B. CSCU 2020 Update

- 3. ACTION ITEMS**
 - A. Resolution concerning Adjustments to One Year Housing Contract (redline Attachment provided)
 - B. Resolution concerning Tuition and Fee Refund Policy (redline Attachment provided)
 - C. Resolution concerning Tuition & Fee Waiver Authorizations (redline Attachment provided)
 - D. Resolution concerning Lease of 190-196 Main Street, Danbury, Connecticut by Naugatuck Valley Community College

**MEETING OF THE
FINANCE & INFRASTRUCTURE COMMITTEE**

Board of Regents for Higher Education
Tuesday, October 7, 2014, at 9:30 a.m.
61 Woodland Street, Hartford CT

Minutes

REGENTS PRESENT

Matt Fleury, Committee Chair
Richard Balducci
Sarah Greco (telephonic)

REGENTS ABSENT

Catherine Smith

CONNSCU REPRESENTATIVES

James Blake, Executive Vice President, SCSU; James Troup, Provost, NVCC; Charlene Casamento, Chief Financial Officer, CCSU; James Howarth, Vice President for Finance and Administration, ECSU; Sean Loughran, Interim Associate Vice President for Finance and Administration, WCSU; Jim Lloyd, Dean of Administration, ACC; Darlene Mancini-Brown, Director of Facilities and Planning, MCC; Mary-Ann Dease, Director of Planning and Budgets, WCSU

CONNSCU STAFF

Elizabeth Caswell, Chief of Staff; Erika Steiner Chief Financial Officer; Keith Epstein, Vice President for Facilities & Infrastructure Planning; Karen Stone, Director of Internal Audit; Michael Kozlowski, Director, Public Affairs & Marketing; Kyle Thomas, Legislative Program Manager; Melentina Puszta, Director, Budgets and Planning; Erin Fitzgerald, Associate for Board Affairs; Rosalie Butler, Administrative Assistant

GUESTS

John Noonan, OPM
Kerry Kelley, OPM
Kathleen Megan, The Hartford Courant

With a quorum present, Chairman Fleury called the meeting to order at 9:30 a.m., welcoming the recent appointment of William McGurk as Regent and new member of the Finance & Infrastructure Committee.

1. APPROVAL OF MINUTES FROM THE SEPTEMBER 4, 2014 MEETING

The minutes of the September 4, 2014 special meeting were unanimously approved, as written.

2. INFORMATION ITEMS

A. CSUS 2020 Update

CFO Steiner provided an update on CSUS 2020 construction projects. All projects are largely on schedule and within budget.

B. FY15 Budget Risks and Opportunities

CFO Steiner explained that while it was too early in the current fiscal year to make projections, this item focuses on significant areas of the budget for FY15. Presidents have weighed in on how they are proceeding against budget. While some institutions have had upticks this fall, overall enrollment is low compared to budgeted enrollment. Retention efforts have been boosted, with a renewed focus on cost-side containment. Steiner characterized the Go Back to Get Ahead program enrollment numbers as slightly lower than projected. This has put a stress on those institutions which were counting on the program to reach break-even. CSCU is hoping to attract more students in the spring, many of whom did not qualify for GBTGA this fall.

Steiner also indicated that the Community Colleges are running close to budget with regard to the estimated fringe benefit rate, while the universities are projecting savings of just over \$5 million.

3. ACTION ITEMS

A. FY15 Fee Adjustment at Charter Oak State College

Chairman Fleury turned to CFO Steiner for further explanation. Steiner indicated that subsequent to the March 2014 BOR approval of Tuition and Fees, Charter Oak reexamined the application of its Portfolio Assessment Fee and determined that the fee would be more appropriately charged if levied on a per-course basis.

The FY15 Fee Adjustment at Charter Oak State College was unanimously approved.

B. FY16-17 Biennium Budget Options

Chairman Fleury recalled that the Committee had approved the Operating and Capital portions of the biennial budget request to OPM at the September 4, 2014 meeting and turned to CFO Steiner for explanation. She indicated that CSCU had received OPM's permission to defer submission of Reduction Options to a later date. Today's item refers solely to Expansion Options. Most are tied to the BOR's strategic Transform 2020

initiative, with the exception of Security and Safety and P20 WIN. Steiner provided detail for all portions of the request, including Security and Safety, Regents Scholarship Program, Academic Advising, Early College, Developmental Education, Veterans Outreach and P20 WIN. The recommend to OPM for expansion options for FY2016 and FY2017 total \$30.2 million (2.4% of Current Services) and \$45.5 million (3.5% of Current Services), respectively.

The Resolution concerning FY2016/FY2017 Biennial Budget Options was unanimously approved.

With no other business to discuss, the meeting was adjourned at 10:30 a.m.

**CSCU 2020
Monthly Project Status Report
Reporting Period Through November 2014**

PROJECT NAME	PROJECTED SUBSTANTIAL COMPLETION DATE	PROJECT BUDGET				PERCENTAGE OF COMPLETION	PROJECT ON SCHEDULE	REASON FOR DELAY	ACTIVITY SINCE PREVIOUS REPORT
		BUDGET	EXPENDITURES TO DATE	PROJECTED EXPENDITURES	PROJECTED VARIANCE (Budget-Projected Expenditures)				
CSCU									
Burritt Library HVAC Code Compliance Improvement	4/1/2013	2,182,000	129,500	2,182,000		6%	N	Project to commence Summer 2015	
General Fund Minor Capital Improvements Program (FY 2011)	Ongoing	462,500	459,472	462,500		99%	Y		X
General Fund Minor Capital Improvements Program (FY 2013)	Ongoing	2,235,000	1,065,223	2,235,000		48%	Y		X
Window Replacement in Four General Fund Buildings	Phased Project	2,297,500	675,332	2,297,500		29%	Y		
New Classroom Office Bldg. - Design & Construction	5/30/2013	37,992,000	37,200,350	37,992,000		98%	Y		
General Fund Interior Signage Program		600,000	533,631	533,631	66,369.00	100%	Completed		X
Auxiliary Services Fund Facilities (FY 2013)		3,200,000	1,893,286	3,200,000		59%	Y		X
HVAC Conversion (Seth North) Project		1,822,500	1,716,853	1,716,853	105,647.00	100%	Completed		X
ITBD Renovations		200,000		200,000			Y		
Copernicus Hall Lower Roof Replacement		722,000		722,000			Y		
GF Building & Site - Telecom Equipment Removal & Replacement		327,000	326,024	326,024	976.00	100%	Completed		X
Maloney Hall HVAC Improvements		1,220,000		1,220,000		0%	Y		
Arute Field Artificial Turf Replacement		912,000	754,623	912,000		83%	Y		X
Willard & DiLoreto Hall Renovate/Expand		8,360,137	17,424	8,360,137		0%	Y		
ECSU									
General Fund Minor Capital Improvements Program (FY 2009)	Ongoing	739,343	720,601	739,343		97%	Y		
General Fund Minor Capital Improvements Program (FY 2011)	Ongoing	2,222,000	1,515,025	1,517,000		100%	Completed		X
General Fund Minor Capital Improvements Program (FY 2013)	Ongoing	3,325,000	2,470,717	3,325,000		74%	Y		X
Fine Arts Instructional Center		83,556,000	35,363,195	83,556,000		42%	Y		X
New Warehouse	10/1/2013	2,269,000	2,154,554	2,269,000		95%	Y		X
Auxiliary Services Fund Facilities (FY 2011)	Ongoing	813,000	709,727	813,000		87%	Y		
Auxiliary Services Fund Facilities (FY 2012)	Ongoing	2,200,000	1,590,167	2,200,000		72%	Y		
Athletic Support Building	10/1/2013	1,921,000	1,919,253	1,919,253	1,747.00	100%	Completed		X
Goddard / Communication Building Renovations		2,551,000	27,739	2,551,000		1%	Y		X
Shafer Hall Renovations		4,100,000	94,794	4,100,000		2%	Y		X
SCSU									
Academic Laboratory Building (New)	7/1/2015	67,587,000	24,315,883	67,587,000		36%	Y		
Buley Library Addition & Renovations (2020 Share)	1/1/2016	17,437,937	22,962,499	17,437,937		132%	Y		
Earl Hall Mechanical & Electrical Upgrades	1/24/2011	6,454,456	4,642,230	6,454,456		72%	Y		
General Fund Minor Capital Improvements Program (FY 2009)	Ongoing	776,845	775,574	775,574	1,271	100%	Y		
General Fund Minor Capital Improvements Program (FY 2011)	Ongoing	1,656,000	1,649,057	1,656,000		100%	Y		X
General Fund Minor Capital Improvements Program (FY 2013)	Ongoing	1,299,000	1,162,498	1,299,000		89%	Y		X
General Fund Minor Capital Improvements Program (FY 2014)	Ongoing	1,000,000	874,722	1,000,000		87%	Y		X
Jennings Hall Mechanical & Electrical Upgrades	3/4/2011	6,013,168	5,009,514	6,013,168		83%	Y		
Moore Field House - Locker Room Renovations	1/30/2012	929,500	922,195	929,500		99%	Y		
Moore Field House - Swimming Pool Renovations	7/30/2011	925,000	821,800	925,000		89%	N	Increased Construction Scope	
Old Student Center Renovations (New School of Business)	6/1/2012	6,124,145	5,728,543	6,124,145		94%	Y		
Earl Hall Broadcast Studio Security Corridor	T.B.D	136,189		136,189		0%	N	Project schedule to be determined	
Auxiliary Services Fund Facilities (FY 2011)	Ongoing	1,398,950	1,052,346	1,398,950		75%	Y		X
Auxiliary Services Fund Facilities (FY 2012)	Ongoing	2,800,000	1,583,677	2,800,000		57%	Y		X
Auxiliary Services Fund Facilities (FY 2013)	Ongoing	400,000	0	400,000		0%	N		
Auxiliary Services Fund Facilities (FY 2009)	Ongoing	5,466,684	5,253,251	5,466,684	0	96%	Y		
WCSU									
Fine Arts Instructional Center	4/1/2014	97,593,000	88,666,062	97,593,000		91%	Y		
General Fund Minor Capital Improvements Program (FY 2009)	Ongoing	1,485,000	1,221,906	1,485,000		82%	Y		
General Fund Minor Capital Improvements Program (FY 2011)	Ongoing	1,165,000	978,446	1,165,000		84%	Y		
General Fund Minor Capital Improvement Program (FY 2012)	Ongoing	950,000	21,382	950,000		2%	Y		
General Fund Minor Capital Improvements Program (FY 2013)	Ongoing	545,000	272,729	545,000		50%	Y		
General Fund Minor Capital Improvements Program (FY 2014)	Ongoing	1,000,000	7,138	1,000,000		1%	Y		
Higgins Hall Annex - HVAC Improvements	6/30/2011	280,000	132,488	280,000		47%	Y		
Higgins Hall Annex - Two New Lecture Halls (Classroom Re-configuration)	1/15/2012	699,258	676,700	699,258		97%	Y		
Higgins Hall Annex - Learning Emporium		807,025	583,387	807,025		72%	Y		
Steam and Hot Water Utilities' Infrastructure									
Central Heat Plant Improvements	Ongoing	1,975,000	1,626,227	1,975,000		82%	Y		
Auxiliary Services Fund Facilities (FY 09)	Ongoing	985,000	60,750	985,000		6%	Y		
New Police Station (Design Only)		500,000	131,974	500,000		26%	Y		
Litchfield Hall Renovations		1,139,213	203,005	1,139,213		18%	Y		
Westside Athletic Complex Synthetic Turf Replacement		853,450	225,255	853,450		26%	Y		
SYSTEM									
Telecom Upgrades to Campuses		7,500,000	636,620	7,500,000		8%	Y		
New & Replacement Equipment (FY 2009)	Ongoing	10,000,000	10,000,000	10,000,000		100%	Completed		
New & Replacement Equipment (FY 2011)	Ongoing	8,000,000	8,000,000	8,000,000		100%	Completed		
New & Replacement Equipment (FY 2012)	Ongoing	8,895,000	8,895,000	8,895,000		100%	Completed		
New & Replacement Equipment (FY 2013)	Ongoing	9,500,000	6,684,816	9,500,000		70%	Y		X
New & Replacement Equipment (FY 2015)	Ongoing	10,000,000		10,000,000					
TOTALS		450,505,801	297,115,165	449,624,791					

PROJECT SCHEDULE COLOR CODE	
	PROJECT IS WITHIN SCHEDULE ISSUE
	MINOR PROJECT SCHEDULE ISSUE
	SIGNIFICANT PROJECT SCHEDULE ISSUE

ITEM

Refund Policy for Academic Year Housing Contracts

BACKGROUND

The Board pursuant to its statutory authority - Section 10a-99 of the Connecticut General Statutes (CGS) - "...shall fix fees for tuition and shall fix fees for such other purposes as the board deems necessary at the university...". Tuition and fee waivers are provided to qualified students under certain conditions. Certain tuition waivers are reflected in Section 10a-99 of the CGS. Other tuition and fee waivers are authorized by Board action.

ANALYSIS

At its February 19, 2013 meeting, the Board of Regents adopted a resolution concerning the refund policy for academic year housing contracts, effective for the 2013-14 Academic Year. To improve the administration and workflow of the annual agreement, the following minor changes are proposed beginning with the 15-16 Academic Year:

- To better align the housing refund policy with the tuition and fee refund policy, students who withdraw from the University, will receive 100% refund of the housing fee up to, but not including the first day of classes.
- There will be no refunds for students who withdraw from housing on or after July 1 rather than June 1 (academic year) or December 1 (spring term – for those students who plan to enter housing for the first time in spring), unless otherwise approved through a review process to be established by each university.
- Students may request cancellation of their Annual Housing Agreement for medical reasons. The current policy identifies a University Health Service Staff as the employee who would validate such a cancellation request. We propose a change from "University Health Service Staff" to "appropriate University designee" to allow each University to determine the proper person to best perform the validation, as required,

The proposed change would provide each President the authority to authorize deferment, or waive the collection of the housing deposit. If a waiver or deferment were to be granted, it would not impact the total cost the student would pay but rather timing of when the payments occur. At The deposit requirement has created financial hardship for some students, due to the timing of available financial aid resources, versus the deposit due date. Because deposits are typically non-refundable, the only financial risk to the university would be incurred if a student backs out after a deposit

is waived, it will be unlikely that the deposit will be collected. Because this is intended to handle unique situations, the potential benefits outweigh the nominal risk.

RECOMMENDATION

Rescind “Resolution concerning Refund Policy for Academic Housing Contracts” as adopted by the Board of Regents on February 19, 2013 and approve the following Board Resolution and Attachment (BR#14-XX).

RESOLUTION
Concerning
REFUND POLICY
FOR
ACADEMIC YEAR HOUSING CONTRACTS

December 18, 2014

WHEREAS, Pursuant to the provisions of Section 10a-99 of the Connecticut General Statutes, "...the Board of Trustees of the Connecticut State University System shall fix fees for tuition and shall fix fees for such other purposes as the board deems necessary at the University, and may make refunds of the same", and

WHEREAS, A "Resolution concerning Refund Policy for Academic Year Housing Contracts" was passed by the Board of Regents at their February 19, 2013 meeting because the existing Resolution concerning the tuition and fee refund policy (BR #10-37) did not address the handling of refunds for housing contracts covering the full academic year, and

WHEREAS, Since that time, the state universities have expressed a desire to make minor revisions to the academic year housing contract Resolution to adjust key dates to improve the administration of the annual housing contract, and to enable a University Presidents to waive or defer the collection of the housing deposit under extenuating circumstance, now therefore be it

RESOLVED, That the "Resolution concerning Refund Policy for Academic Year Housing Contracts" as passed by the Board of Regents at their February 19, 2013 meeting is hereby rescinded and be it further

RESOLVED the Housing and Board Refund Policy set forth in the Attachment to this Resolution is effective for Academic Year 2015-16 and following for those institutions that adopt full-academic year housing contracts.

A True Copy:

Erin A. Fitzgerald
Secretary

Attachment to BR143-XX

Housing and Board Fee Refund Policy

In accordance with the Higher Education Amendments of 1998 (Public Law 105-244), the Federal government mandates that students receiving Title IV assistance who withdraw from all classes may only keep the financial aid they have “earned” up to the time of withdrawal. Title IV funds that were disbursed in excess of the earned amount must be returned by the University and/or the student to the Federal government. This could result in the student owing funds to the University, the government, or both. The amount of unearned aid to be returned is based on the percentage of enrollment period completed.

The refund policy below excludes the effect of the return of Title IV funds. Students receiving Federal aid should consult with their university Bursar or Financial Aid office prior to withdrawal in order to determine the financial impact that the return of Title IV funds will have upon the student.

<u>FEE</u>	<u>TIME DUE</u>	<u>REFUND POLICY*</u>
Housing Deposit \$250	Academic year On or before April 1 for returning Students and on or before May 1 for new students, with specific date to be chosen by each campus. Dates will be less than 30 days prior to the dates shown above (April 1 and May 1).	Non-refundable
Housing Fee (applies to Students who withdraw from the University)	Academic year contract to be be paid in two installments:	Upon withdrawal from the University, the housing refund will mirror the University refund policy for tuition and fees:
	Fall Term charges <u>Not later than</u> August 1	100% refund, less the housing Deposit, for withdrawal up to and including the first day of University-wide classes as defined by the published university calendar.
	Spring Term charges <u>Not later than</u> January 2	90% of the balance, less the housing deposit, will be refunded during the first week of university-wide classes.
		60% of the balance, less the housing deposit, will be refunded during the second week of university-wide classes.
		40% of the balance, less the housing deposit, will be refunded during the third and

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Housing Fee (applies to students who remain enrolled but withdraw from 100% of the university housing)

fourth weeks of university-wide classes.

No refund after the fourth week of University-wide classes.

Upon withdrawal from University housing up to and including ~~May 31~~ June 30,

housing charges, less the housing deposit, will be removed from the student's account.

No refunds for students who withdraw from housing on or after ~~June 1~~ July 1 (academic year) or December 1 (spring term – for those students who plan to enter housing for the first time in spring), unless otherwise approved through a review process to be established by each university.

1. Housing Contract Cancellation

- A. Students who wish to cancel their Housing Contract/Assignment must do so in writing by adhering to the Housing Withdrawal process for their respective University.
- B. Students who request to cancel their Housing Contract/Assignment will automatically be released for the following reasons:
 - The student is participating in an internship, co-op, study abroad, student teaching, or other academic obligation that reduces or eliminates their need for on-campus housing.
 - The student has medical reasons for cancellation that are verified by University Health Service Staff.
 - The student has graduated from the University before the end of the contract period.
 - The student is academically suspended before the end of the contract period.
 - The student has officially withdrawn from the University.
- C. Students who request a Housing Contract Cancellation for reasons other than those noted in section B will have their Housing Cancellation request reviewed through a process to be established by each University.
- D. Students who are approved to have their Housing Contract cancelled for reasons other than those noted in section B, will forfeit the Housing Deposit that they have paid if their cancellation is before or during their initial contracted term of occupancy.
- E. Students who are not approved to have their Housing Contract cancelled shall remain responsible for the fees associated with the duration of their Housing Contract and retain the right to occupy their assigned room.
- F. Students who have their Housing Contract cancelled for the convenience of the university will not be required to pay any housing fee associated with the contract period.

- G. Students who have their Housing Contract cancelled for judicial/disciplinary reasons will be responsible for paying for the duration of the semester in which their contract was cancelled and are not entitled to a refund.

2. Housing Contract Cancellation Review Process:

- A. The Vice President for Student Affairs (or Vice President to whom Residence Life reports) at each university will establish a process to review and decide upon student requests to cancel their housing contract when the student does not meet any of the conditions identified in 1B above and the student requests relief from their obligation to pay the full academic-year housing fee.
- B. Under the process, each university may define conditions under which it will waive or refund any portion of the housing fee, with the exception of the housing deposit. In cases where the Committee agrees to cancel the housing contract during the fall term (or first term of occupancy), the student forfeits their housing deposit.

3. The University President may ~~authorize the deferment~~ defer or waive the collection of the housing deposit in extenuating circumstances.c -

ITEM

Tuition and Fee Refund Policy

BACKGROUND

The Board, pursuant to the provisions of Section 10a-99 of the Connecticut General Statutes, "...shall fix fees for tuition and shall fix fees for such other purposes as the board deems necessary at the university, and may make refunds of the same."

ANALYSIS

Two minor changes to the Tuition and Fee Refund Policy (BOT BR#10-37) are proposed:

The first proposed change aligns the housing refund policy with the tuition and fee refund policy, allowing students who withdraw from the University to receive 100% refund of the housing fee up to, but not including, the first day of classes.

The second change would provide each President the authority to either authorize deferment, or waive the collection of the Admissions and/or housing deposit entirely. If a waiver or deferment were to be granted, it would not impact the total cost the student would pay, but rather the timing of when the payments occur. The deposit requirement has created a financial hardship for some students, due to the timing of available financial aid resources, versus the deposit due date. Because deposits are typically non-refundable, the only financial risk to the university would be incurred if a student backs out after a deposit is waived, it will be unlikely that the deposit will be collected. Because this is intended to handle unique situations, the potential benefits outweigh the nominal risk.

RECOMMENDATION

Rescind and replace BOR #10-37 Tuition and Fee Refund Policy as set forth in Attachment A herein.

RESOLUTION

concerning

TUITION AND FEE REFUND POLICY

December 18, 2014

WHEREAS, Pursuant to the provisions of Section 10a-99 of the Connecticut General Statutes, “...the Board of Trustees of the Connecticut State University System shall fix fees for tuition and shall fix fees for such other purposes as the board deems necessary at the university, and may make refunds of the same,” and

WHEREAS, Board Resolution 10-37, Tuition and Fee Refund Policy has neither been reviewed nor updated since 2010, and

WHEREAS, The components of the refund policy applicable to housing are in force for those Universities which have not adopted the Academic Year Housing Contract Resolution as passed on February 19, 2013, and

WHEREAS, This amendment authorizes University Presidents to waive or defer the collection of the admissions and/or housing deposit under extenuating circumstances. This amendment also aligns the housing refund policy with the tuition and fee refund policy for students who withdraw from the University, now therefore be it

RESOLVED, Board Resolution 10-37 is hereby rescinded and replaced by the Tuition and Fee Refund Policy set forth herein and is effective for Academic Year 2014-15.

A Certified Copy:

Erin A . Fitzgerald
Secretary

TUITION AND FEE REFUND POLICY

In accordance with the Higher Education Amendments of 1998 (Public Law 105-244), the Federal government mandates that students receiving Title IV assistance who withdraw from all classes may only keep the financial aid they have “earned” up to the time of withdrawal. Title IV funds that were disbursed in excess of the earned amount must be returned by the university and/or the student to the Federal government. This could result in the student owing funds to the university, the government, or both. The amount of unearned aid to be returned is based on the percentage of enrollment period completed.

The refund policy below excludes the effect of the return of Title IV funds. Students receiving Federal aid should consult with their university Bursar or Financial Aid office prior to withdrawal in order to determine the financial impact that the return of Title IV funds will have upon the student.

FEE	TIME DUE	REFUND POLICY*
Application Fee	Upon Submission of Application	<ul style="list-style-type: none">• Non-refundable
Confirmation Deposit (UG/G) \$200 (applied to Tuition/Fees)	May 1 or within 15 days of invoicing thereafter	<ul style="list-style-type: none">• Non-refundable
Re-registration Fee	Upon re-registration	<ul style="list-style-type: none">• Non-refundable
Full-time Tuition and Fees	Fall Semester <u>not later than</u> August 1 Spring Semester <u>not later than</u> January 2	<ul style="list-style-type: none">• Upon withdrawal from the University up to the first day of university-wide classes as defined by the published university calendar, 100% of the amount paid will be refunded;• 90% of the balance will be refunded during the first week of university-wide classes,• 60% of the balance will be refunded during the second week of university-wide classes,• 40% of the balance during the third and the fourth weeks of university-wide classes,• No refund after the fourth week of university-wide classes.
Housing Deposit \$250	Fall Semester <u>not later than</u> April 1	<ul style="list-style-type: none">• Non-refundable

Housing Fee (applies to students who withdraw from university)

Spring Semester
not later than November 1

Fall Semester
not later than August 1

Spring Semester
not later than January 2

- Upon withdrawal from the University up to ~~and including~~ the first day of university-wide classes as defined by the published university calendar, 100% of the balance paid less the housing deposit will be refunded,
- 60% of the balance will be refunded during the first two weeks of university-wide classes,
- 40% of the balance during the third and fourth weeks of university-wide classes,
- no refund after the fourth week of university-wide classes.

(applies to students who remain enrolled but withdraw from university housing)

- Upon withdrawal from a residence hall up to and including the first day of university-wide classes as defined by the published university calendar, 100% of the balance paid less the housing deposit and the housing cancellation fee, if applicable, will be refunded.
- No refunds will be made after the beginning of university-wide classes.

Housing Cancellation Fee (applies to students who remain enrolled but withdraw from university housing)

Fall Semester and Spring Semester

- Upon withdrawal from a residence hall 15 to 28 days prior to and including the first day of university-wide classes as defined by the published university calendar, a 10% housing cancellation fee based upon the housing fee after deducting the housing deposit will be assessed.
- Upon withdrawal from a residence hall 1 to 14 days prior to and including the first day

Food Service Fee	<p>Fall Semester <u>not later than</u> August 1</p> <p>Spring Semester <u>not later than</u> January 2</p>	<p>of university-wide classes, a 20% housing cancellation fee based upon the housing fee after deducting the housing deposit will be assessed.</p> <ul style="list-style-type: none"> • Meal portion of fee refundable, on a prorated basis, upon withdrawal from the University; or upon withdrawal from University housing at the request of the student and contingent upon the concurrence of the University. The discretionary cash component of the food service fee, if any, will be refunded according to procedures established at each University.
Part-time and Summer/Winter Sessions – Registration Fee	Fall, Spring, Summer and Winter Sessions	<ul style="list-style-type: none"> • Non-refundable
Part-time Tuition and General University Fee and Summer/Winter Course Fees	Fall and Spring Semesters – Courses greater than eight weeks in length	<ul style="list-style-type: none"> • 100% of the amount paid will be refunded during the first week of university-wide classes, • 60% of the balance will be refunded during the second week of university-wide classes, • 40% of the balance will be refunded during the third and the fourth weeks of university-wide classes, • No refund after the fourth week of university-wide classes.
	Summer/Winter Sessions – Courses greater than eight weeks in length	<ul style="list-style-type: none"> • 100% refund during the first week of classes, • 60% refund during the second week of classes, • 40% refund during the third and fourth week of classes, • No refund thereafter.
	Fall, Spring, Summer, and Winter Sessions – Courses three weeks to eight weeks in length	<ul style="list-style-type: none"> • 100% refund prior to the second class meeting, • 60% refund prior to the third

		<ul style="list-style-type: none"> class meeting, • 40% refund prior to the fourth class meeting, • No refund after the beginning of the fourth class meeting.
	Fall, Spring, Summer, and Winter Sessions – Courses less than three weeks in length	<ul style="list-style-type: none"> • 100% refund prior to the second class meeting, • 60% refund prior to the third class meeting, • No refund after the beginning of the third class meeting.
Ed.D. Professional Seminar	Summer – four full days, not meeting consecutively	<ul style="list-style-type: none"> • 75% refund within 24 hours of first class meeting • No refund thereafter
E-Learning On-Line Fee	Upon Registration	<ul style="list-style-type: none"> • Non-refundable
E-Learning Course Fees	<u>Included within Full-time and Part-time Refund Schedules Above</u>	

Federal regulations require that all refunds be restored to Federal programs in the following priority sequence:

1. Unsubsidized Federal Stafford Loans
2. Subsidized Federal Stafford Loans
3. Unsubsidized Federal Direct Stafford Loans
4. Subsidized Federal Direct Stafford Loans
5. Federal Perkins Loans
6. Federal PLUS Loans received on behalf of the student
7. Federal Direct PLUS received on behalf of the student
8. Federal Pell Grants
9. Federal SEOG Program Aid
10. Other grant or loan assistance authorized by title IV of the HEA

After obligations to the above are satisfied, funds will then be returned to

11. Other State, Private, or Institutional Assistance
12. Student

Refunds of Tuition and Fees under Unusual Circumstances.

Under circumstances beyond the control of the student or in cases where attendance has been denied by the University, the University President may authorize the deferral or waive the collection of the ad-

| missions and/or housing deposit, as well as the refunding of tuition and fees otherwise designated as non-refundable.

*All refunds will be made automatically upon formal withdrawal from a University.

ITEM

Tuition and Fee Waiver Authorizations

BACKGROUND

The Board, pursuant to its statutory authority - Section 10a-99 of the Connecticut General Statutes (CGS), "...shall fix fees for tuition and shall fix fees for such other purposes as the board deems necessary at the university...". Tuition and fee waivers are provided to qualified students under certain conditions. Certain tuition waivers are prescribed by Section 10a-99 of the CGS. Other tuition and fee waivers are authorized by Board action.

ANALYSIS

Since 1989, the Board of Trustees has authorized the President of each university to waive all tuition and fees (or impose the registration fee, at his/her discretion) for any student from a Connecticut high school which has a *specific agreement* with a university within the Connecticut State University System for enrollment in up to two courses per semester, for university credit, on a space-available basis.

The waiver language will be modified as follows:

- Authorization for waiver of tuition and fees applies to courses taken for which university credit isn't earned. This will enable students who are unable to take courses for credit to audit courses and facilitate exposure to the university experience.
- Expands the waiver of tuition and fees to middle school students, in addition to high school students.
- Removes reference to an obsolete transcript fee requirement, as there is no longer a per transcript charge at any of the Universities (with the exception of SCSU, where there is a \$15 charge for a rush transcript).

RECOMMENDATION

Rescind and replace BR #11-56 to modify the waiver language as listed in Attachment A to the accompanying Board Resolution.

RESOLUTION

concerning

TUITION & FEE WAIVER AUTHORIZATIONS

December 18, 2014

- WHEREAS, The Board pursuant to its statutory authority - Section 10a-99 of the Connecticut General Statutes (CGS) - "...shall fix fees for tuition and shall fix fees for such other purposes as the board deems necessary at the university...", and
- WHEREAS, Certain tuition waivers are prescribed by statute, other tuition and fee waivers are authorized by the Board, and
- WHEREAS, Since 1989, the Board of Trustees has authorized the President of each university to waive all tuition and fees (or impose the registration fee, at his/her discretion) for any student from a Connecticut high school which has a *specific agreement* with a university within the Connecticut State University System for enrollment in up to two courses per semester for university credits on a space-available basis, and
- WHEREAS, This authorization for waiver of tuition and fees was limited to for-credit courses taken by the high school student and did not permit students to take courses without receiving credit, nor did it apply to middle school students, now therefore be it
- RESOLVED, That BR11-56 is hereby rescinded and replaced by the Tuition and Refund Policy set forth in Attachment I to this Resolution.

A True Copy:

Erin A. Fitzgerald
Secretary

Authorized Fee Waivers

1. **Veteran** - A fifty (50%) percent Extension fee waiver (summer and winter sessions) is authorized for any veteran without regard to his/her residence at the time of his/her service in the armed forces having served in time of war, as defined in Subsection (a) of Section 27-103 of the CGS, or who served in either a combat or combat support role in the invasion of Grenada, October 25, 1983, to December 15, 1983, the invasion of Panama, December 20, 1989, to January 31, 1990, or the peace-keeping mission in Lebanon, September 29, 1982, to March 30, 1984, who has been accepted for admission and is a resident of Connecticut,
2. **Dependent Child of MIA/POW** - A waiver of the Extension fee (summer and winter sessions) is authorized for any dependent child of a person whom the armed forces of the United States has declared to be missing in action or to have been a prisoner of war while serving in such armed forces after January 1, 1960, which child has been accepted for admission to such institution and is a resident of Connecticut,
3. **Senior Citizen (62 or older - part-time)** - A full waiver of the Extension fee (summer and winter sessions) is authorized for any Connecticut resident sixty-two years or older providing that at the end of the regular registration period there is space available in the course(s) in which they intend to enroll,
4. **Senior Citizen (62 or older - full-time)** - A waiver of the University Fee is authorized for any Connecticut resident sixty-two years or older who is enrolled in a degree-granting program pursuant to the provisions of Section 10a-99 of the CGS,
5. **Federal Internship Program** - A waiver of all fees except for tuition and the cost of student accident and sickness insurance for one semester is authorized for any Public Policy and Government major who participates in the Federal Internship Program in Washington, DC on a full-time basis and not able to avail themselves of services normally provided while on campus,
6. **Part-time International Student** - A waiver of part-time Tuition, General University Fee, the registration fee, and room and board for one semester, is authorized if approved by the university for any part-time international student whose home university has, in the judgment of the university president, provided services or waived tuition and/or fees of corresponding value for students and/or faculty of the Connecticut State University System. The university president will report annually by fiscal year the number of waivers, dollar amount, and justification for the waivers by July 15 to the Chancellor of the Connecticut State University System,
7. **Connecticut ~~High School~~ Secondary Education Student (enrolled in a university course)**
 (A) The president may waive all tuition and fees or may impose the registration fee at his/her discretion for any student from a Connecticut high-Secondary Education school which has a *specific agreement* with a university within the Connecticut State University System for enrollment in up to two courses per semester or summer session ~~for university credits~~ on a space-available basis. (B)

Academically qualified students *not covered by an agreement* between their school and a university may enroll in up to two courses per semester or summer session for university credits and will be charged the regular tuition and/or fees and registration fee. (C) A waiver of the part-time Tuition and General University Fee is authorized for academically qualified students enrolled in up to two courses per semester for university credit in those cases in which an academic department of a university authorizes a high school faculty member(s) to teach those university courses at a high school under the department's supervision. ~~All students in these three categories will pay the transcript fee when ordering a transcript.~~ *Students at Southern Connecticut State University will pay a \$15 charge for a "rush" transcript.*

8. **Resident Assistant** - The university is authorized to waive room and board for any Resident Assistant.
9. **Full-time Student Attending Another Connecticut Public Higher Education Institution** - Any matriculated full-time student enrolled at a public institution of higher education in Connecticut who has paid tuition at his or her college or university will be admitted on a space available basis without further charge to any course offered by a university within the Connecticut State University System provided the course is not offered at the student's college or university and the student's admission to such course(s) is recommended by the president or appropriate academic officer from his/her college or university. No student will be permitted to carry more than two courses in any semester without consent of the president of the host campus.
10. **Cross-registration Program of the Hartford Consortium of Higher Education** - A full-time undergraduate student enrolled at a member institution of the Consortium who has paid full-time tuition and fees at his/her institution may be permitted to enroll at Central Connecticut State University for up to two courses each semester for which she/he has the appropriate prerequisite qualifications without the payment of tuition and fees or the registration fee. *Student registration is contingent upon the fact that the course (s) is not available at his/her home institution, is on a space available basis, and that Central Connecticut State University students are afforded the same privilege. Lab fees or other special fees (e.g., private music lessons) are not waived under the provisions of this resolution.*
11. **Application Fee (Financially Needy)** - A waiver of the admissions application fee is authorized for any financially needy student, who (A) has taken the SAT I test using the SAT Fee Waiver; or (B) is a participant in CONNTAC-EOC or an equally recognized educational entity; or (C) is a participant CSU-sanctioned special access program such as CONNCAP or Upward Bound; or (D) in the opinion of the university president or designee has special circumstances.
12. **Graduate Interns – Full-time** – Graduate Interns enrolled at any university within the Connecticut State University System as full-time graduate students shall be required to pay full-time tuition, a University General Fee sufficient to defray the cost of student accident insurance, and student sickness insurance (if not waived by the student in accordance with Board policy), but the balance of the University General Fee as well as all other fees imposed by the Board shall be waived.
13. **Graduate Interns – Part-time** – Graduate Interns enrolled at any university within the Connecticut State University System as part-time graduate students shall receive a waiver of

part-time tuition and all fees including summer session and winter session Extension fees up to a total maximum of 18 credit hours, provided the interns are enrolled in courses required for completion of their degree program.

ITEM

Lease of 190-196 Main Street, Danbury, Connecticut by Naugatuck Valley Community College

BACKGROUND

Naugatuck Valley Community College (NVCC) has leased space in Danbury as satellite college space since the early 1990s. Through continued enrollment growth and increased course offerings, the current Danbury space is no longer sufficient to meet academic demands. NVCC requests approval of a lease for a new, larger space that can support student needs.

ANALYSIS

Naugatuck Valley Community College established a satellite campus in Danbury (Danbury Center) in the early 1990s. Both for-credit and non-credit courses were offered, with for-credit offerings ceasing in the mid-'90s. Through 1998, the Danbury Center utilized a number of small locations to support educational and administrative functions. As the program enrollment and course options increased, so did NVCC's long term commitment to the Danbury campus. From 1998–2004, 2,337 of gross square feet at a Crosby Street site was leased for the Danbury Center. In 2004, the lease was modified to include an additional adjacent space that brought the total square footage to 3,387 square feet. As the program further developed, for the spring 2009 semester, credit course were again offered, and an additional 1,200 square feet was added. In 2010 the Danbury Center lease was not renewed by the building owner and the Danbury Center for the fall 2010 semester relocated to a 5,000 gross square foot site at 183 Main Street under a license agreement from the Northwest Regional investment Board. At the time of the relocation the Danbury Center, credit student head count was 468, with a full time equivalent (FTE) of 171 students. In the fall of 2011, the space was increased by an additional 1,000 square feet to a total of 6,000 gross square feet. The license agreement for the 183 Main Street location can no longer be renewed without a public search.

Growth of the Danbury Center has remained steady. Part of the growth is attributed to many students in the Danbury area who do not have vehicles, and/or the commute to NVCC in Waterbury is cost prohibitive. 73% of the Danbury Center students do not attend classes at the Waterbury campus. The credit enrollment has increased from zero in fall 2008, to 552 FTE and 1,112 Headcount in the fall of 2014. The attached chart provides exact enrollment figures. Non-credit enrollment has remained steady, but has not been promoted by the college, due to space limitations. The Danbury campus has yielded hundreds of certificate completers in critical workforce programs, especially in allied health. Non-credit enrollment will begin to grow again once the college occupies the new space.

The Danbury Center also promotes course offerings on Fridays and Saturdays, when registrations are traditionally lower. The college is promoting about 120 credit courses. Supporting the community college academic current needs and future growth in Danbury, the Board of Regents recently approved additional course offerings for certificates in Administrative Support and Business Management, in addition to Associate in Science degrees in Business Management and General Studies. In the spring of this year, the accrediting body, NEASC,

upgraded the college to “full campus” status, from “Center”. Accommodating education needs within the 6,000 gross square foot space is difficult, and progressive growth is prohibitive. Current enrollment and projections validate the need for approximately 18,000 assignable square feet to accommodate the academic and administrative functions.

In the past, Western Connecticut State University has made some classroom space available for Danbury Center’s use. Due to its own campus needs, Western cannot offer long-term commitment for the quantity of space necessary for NVCC’s Danbury Campus. Keeping NVCC’s Danbury Campus distinct from Western is also critical, in order for the college to maintain its own identity, and to organize in ways that have proven to be supportive for community college students and effective for student retention/graduation.

At the request of the BOR, the Department of Administrative Services (DAS) conducted a new location search for the Danbury Campus. The search was completed in April 2014, a primary site was selected, and favorable lease negotiations are being concluded. Anticipated occupancy at the selected site at the corner of Main Street and West Street (190-196 Main Street) site will be fall 2015. BOR staff has worked with NVCC to establish funding opportunities for the new facility location. The build-out for the new facility will be completed by the landlord, with construction costs, design fees and permits incorporated into the lease. The lease and personal services will be self-funded from Danbury Campus tuition and fee revenue (both credit and non-credit). Furniture and equipment not part of the infrastructure build-out that can be relocated when the proposed lease expires in addition to non-personal services are pending funding approval within the FY 2016-17 Biennial Budget.

NVCC requests BOR approval of a 10-year lease for a new 190-196 Main Street location of approximately 18,000 assignable square feet. Annual lease expenses will not exceed \$645,000. Provisions of the contract allow for two (2) 5-year lease extensions.

RECOMMENDATION

Approve NVCC’s request of a new lease for approximately 18,000 assignable square feet at the 190-196 Main Street site, with annual lease expenses not to exceed \$645,000.

RESOLUTION

concerning

LEASE OF 190-196 MAIN STREET, DANBURY, CONNECTICUT
BY
NAUGATUCK VALLEY COMMUNITY COLLEGE

December 18, 2014

- WHEREAS, Naugatuck Valley Community College (NVCC) established and has continuously operated a satellite campus in Danbury since the early 1990s, and
- WHEREAS, The NVCC Danbury Campus (Danbury Center) growth has remained steady since it opened, and
- WHEREAS, Credit classes have been offered since the spring 2009 semester, and
- WHEREAS, Growth of the fall 2014 FTE of 552 and total head count of 1,112 is limited due to space restrictions, and
- WHEREAS, NVCC's current license for space in Danbury has expired and is on a temporary occupancy extension, and
- WHEREAS, An 18,000 assignable square foot space (approximate) has been identified at the corner of Main and West Street (190-196 Main Street) in Danbury, and
- WHEREAS, All lease and personal service expenses will be self-funded from Danbury Campus tuition and fee revenues (credit and non-credit), now therefore be it
- RESOLVED, That the Board of Regents for the Connecticut State Colleges and Universities approve the 10-year lease of approximately 18,000 assignable square feet, not to exceed an annual lease expense of \$645,000 for NVCC's Danbury Campus.

A True Copy:

Erin A. Fitzgerald
Secretary