

**GUIDELINES FOR POLICY
803.01: TUITION: GENERAL**

Residency status must be determined upon admission. Applicants must first satisfy the admission requirements stated in Policy 801.01. In determining resident student status for the purpose of charging tuition, the burden of proof lies with the applicant for admission. The institution may request proof that the applicant meets the stipulations for admission.

1. In-State Tuition

A student's residency status will be presumed for one full academic year of his/her most previous enrollment unless there is evidence that the student subsequently has abandoned resident status (for example, registering to vote in another state). A student failing to re-enroll within one full academic year must establish eligibility upon re-enrollment.

A. In order to be eligible for in-state tuition, an applicant must meet one of the following criteria:

1. Applicants must have resided in the State of Alabama for at least 12 continuous months immediately preceding application for admission, OR
2. Applicants must be a minor whose parents, parent, or legal guardian of such minor dependent has resided in the State of Alabama for at least 12 continuous months immediately preceding application for admission. If the parents are legally separated or divorced, residence will be determined by the residency of the parent to whom the court has granted custody, OR
 - a. A single individual under 19 years of age and a married individual under 18 years of age, but excludes an individual whose disabilities of non-age have been removed by a court of competent jurisdiction for a reason other than establishing a legal residence in Alabama.
 - b. Supporting Person: Either or both parents of the student, if the parents are living together, or if the parents are divorced or living separately, then either the parent having legal custody or, if different, the parent providing the greater amount of financial support. If both parents are deceased, or if neither has legal custody, supporting person shall mean, in the following order: the legal custodian of the student, the guardian, and the conservator.
3. Determination of eligibility for in-state tuition shall be made by the institution by evaluating the presence or absence of **connections** with the State of Alabama. This evaluation shall include the consideration of the following connections:
 - a. Payment of Alabama state income taxes as a resident.
 - b. Ownership of a residence or other real property in the state and payment of state ad valorem taxes on the residence or property.

- c. Full-time employment in the state.
 - d. Residence in the state of a spouse, parents, or children.
 - e. Previous periods of residency in the state continuing for one year or more.
 - f. Voter registration and voting in the state; more significantly, continuing voter registration in the state that initially occurred at least one year prior to the initial registration of the student in Alabama at a public institution of higher education.
 - g. Possession of state or local licenses to do business or practice a profession in the state.
 - h. Ownership of personal property in the state, payment of state taxes on the property, and possession of state license plates.
 - i. Continuous physical presence in the state for a purpose other than attending school, except for temporary absences for travel, military service, and temporary employment.
 - j. Membership in religious, professional, business, civic, or social organizations in the state.
 - k. Maintenance in the state of checking and savings accounts, safe deposit boxes, or investment accounts.
 - l. In-state address shown on selective service registration, driver's license, automobile title registration, hunting and fishing licenses, insurance policies, stock and bond registrations, last will and testament, annuities, or retirement plans.
4. An applicant that has graduated from an Alabama high schools or who has obtained a GED in the State of Alabama within three years of the date of his/her application for admission in accordance with the requirements set forth in the *Code of Alabama*, will be allowed to pay the in-state tuition rate. The applicant will be required to provide evidence that he/she has met the requirements of this paragraph.

2. In-State Tuition – Non-Resident Student

A non-resident student, one who does not meet the standard of having resided in the State of Alabama for at least 12 continuous months immediately preceding application for admission, shall be charged the in-state tuition rate established by the State Board of Education if the student satisfies one of the following criteria, or, if the student is a dependent (as defined by the *Internal Revenue Code*), then the person supporting the student satisfies one of the following criteria under the following circumstances:

1. The student or the person(s) supporting the student is a full-time permanent employee of the institution at which the student is registering; OR
2. The student or the person(s) supporting the student can verify full-time permanent employment in Alabama and will commence said employment within 90 days of registration;

OR

3. The student or the person(s) supporting the student is a member of the United State's military on full-time active duty stationed in Alabama under orders for duties other than attending school; OR
4. The student or the person(s) supporting the student is an accredited member of a consular staff assigned to duties in Alabama.
3. The student is eligible for in-state tuition if the student resides outside of Alabama in a state and county within 50 miles of a campus of the Alabama Community College System institution which the student plans to attend, provided, however, that the campus must have been in existence and operating as of October 1, 2008. **PLEASE NOTE THAT THE DESIGNATIONS ARE BY CAMPUS AND NOT BY INSTITUTIONS.**

INSTITUTION	CAMPUS	ADJACENT STATE	COUNTY
Alabama Southern Community College	Thomasville	Mississippi	Clarke Lauderdale Wayne
Alabama Southern Community College	Monroeville	Florida	Escambia Santa Rosa
Athens State University	Athens	Tennessee	Bedford Franklin Giles Lawrence Lincoln Marshall Maury Moore Wayne
Bevill State Community College	Fayette	Mississippi	Clay Itawamba Lowndes Monroe Noxubee
Bevill State Community College	Hamilton	Mississippi	Chickasaw Clay Itawamba Lee Lowndes Monroe Pontotoc Prentiss Tishomingo
Bishop State Community College	All Campuses	Mississippi	George Greene Harrison Jackson Perry Stone
John C. Calhoun Community College	Decatur	Tennessee	Giles Lawrence Lincoln Wayne Bedford Franklin Maury Moore

John C. Calhoun Community College	Huntsville	Tennessee	Giles Lawrence Lincoln Bedford Coffee Franklin Marion Marshall Moore
Central Alabama Community College	Alexander City	Georgia	Harris Heard Troup
Chattahoochee Valley Community College	Phenix City	Georgia	Chattahoochee Clay Harris Heard Macon Marion Meriwether Muscogee Quitman Randolph Schley Stewart Sumter Talbot Taylor Terrell Troup Upson Webster
Jefferson Davis Community College	Brewton	Florida	Escambia Okaloosa Santa Rosa Walton
Jefferson Davis Community College	Atmore	Florida	Escambia Okaloosa Santa Rosa
J. F. Drake State Technical College	Huntsville	Tennessee	Bedford Coffee Franklin Giles Lawrence Lincoln Marion Marshall Moore
Enterprise State Community College	Enterprise	Georgia	Early
Enterprise State Community College	Enterprise	Florida	Jackson Holmes Okaloosa Walton Washington
Enterprise State Community College	Ozark	Georgia	Clay Early Miller Quitman Randolph Seminole
Enterprise State Community College	Mobile	Florida	Escambia Santa Rosa
Enterprise State Community College	Mobile	Mississippi	George Greene Harrison Jackson Perry Stone
Faulkner State Community College	Bay Minette	Florida	Escambia Santa Rosa
Gadsden State Community College	Gadsden	Georgia	Carroll

			Chattooga Floyd Haralson Polk
Gadsden State Community College	Anniston	Georgia	Carroll Floyd Haralson Heard Paulding Polk
Northeast Alabama Community College	Rainsville	Tennessee	Franklin Hamilton Lincoln Marion
Northeast Alabama Community College	Rainsville	Georgia	Bartow Catoosa Chattooga Dade Floyd Gordon Haralson Polk Walker Whitfield
Northwest-Shoals Community College	Phil Campbell	Mississippi	Chickasaw Clay Itawamba Lee Lowndes Monroe Pontotoc Prentiss Tishomingo
Northwest-Shoals Community College	Phil Campbell	Tennessee	Lawrence Wayne
Northwest-Shoals Community College	Muscle Shoals	Mississippi	Alcorn Itawamba Prentiss Tishomingo
Northwest-Shoals Community College	Muscle Shoals	Tennessee	Hardin Giles Lawrence McNairy Wayne
Reid State Technical College	Evergreen	Florida	Escambia Okaloosa Santa Rosa
Shelton State Community College	Tuscaloosa	Mississippi	Lowndes Noxubee
Snead State Community College	Boaz	Georgia	Chattooga Floyd Polk Walker
Southern Union State Community College	Wadley	Georgia	Carroll Chattahoochee Coweta Haralson Harris Heard Marion Meriwether
Southern Union State Community College	Valley	Georgia	Muscogee Pike Stewart Talbot Taylor Troup Upson

Southern Union State Community College	Opelika	Georgia	Chattahoochee Harris Heard Marion Meriwether Muscogee Quitman Stewart Talbot Troup
George C. Wallace Community College	Dothan	Georgia	Baker Calhoun Clay Decatur Early Miller Quitman Randolph Seminole
George C. Wallace Community College	Dothan	Florida	Bay Calhoun Holmes Jackson Walton Washington
George C. Wallace Community College	Eufaula	Georgia	Baker Chattahoochee Calhoun Clay Dougherty Early Marion Miller Muscogee Quitman Randolph Stewart Sumter Terrell Webster
Lurleen B. Wallace Community College	Andalusia	Florida	Holmes Okaloosa Santa Rosa Walton
Lurleen B. Wallace Community College	Opp	Florida	Jackson Holmes Okaloosa Santa Rosa Walton Washington

4. Out-of-State Tuition

Any applicant for admission who does not meet the residency requirements in I and II shall be charged tuition at 2.00 times the in-state tuition rate, rounded up to the nearest dollar. Students initially classified as ineligible for resident tuition will retain that classification for tuition purposes until they provide documentation that they have qualified for resident tuition.

5. Tuition Schedule for Community and Technical Colleges

The Alabama in-state tuition is ninety dollars (\$90.00) per semester credit hour.

6. Tuition Schedule for Athens State University

The Alabama in-state tuition is one hundred thirty-seven dollars (\$137.00) per semester credit hour.

7. Tuition Schedule for Marion Military Institute

The Alabama in-state tuition is two hundred dollars (\$200) per semester credit hour.

8. Deferred Tuition Payment Plan

Participation by an institution in the Deferred Tuition Payment Plan requires written permission from the Chancellor. Eligible charges include tuition, technology fees, facility renewal fees, special facility charges, late registration fees, housing fees, and meal plan fees. Any institution participating in the Deferred Tuition Payment Plan shall establish in the institution's formal accounting records an allowance for doubtful accounts used to record uncollectable deferred tuition. Each institution shall use a formula or percentage for estimating uncollectible accounts based on deferred tuition payments. (Appendix B).

A. Eligibility Requirements

1. All prior deferred charges must be paid in full.
2. Meal and room plan charges must be included at the time the deferment is granted.
3. At least one-half (1/2) of the current term's charges plus the \$40 deferment fee must be paid at the time the student's class schedule is confirmed.
4. The required payment of one-half of the term's registration charges plus the \$40 deferment fee can be made by cash, personal check, cashier's check, traveler's check, money order, debit card, credit card, financial aid applied to the student's account, or sponsoring agency contracts. The deferred balance must be paid no later than the midpoint of the term.
5. Financial aid (other than work study) will be applied to the student's account in payment of the institutional charges. No refund will be made on applied aid unless the student's account reflects a credit balance after all charges have been paid.
6. Any student with a debit balance after all financial aid (other than work study) has been applied to the student's account is eligible for deferment of charges. The maximum amount of deferment is one-half (1/2) of the total eligible charges for the current term.
7. If a student's account has an outstanding balance and the institution has in its possession any funds payable to the student (from payments on credits applied to the student's account, payroll checks, and/or any other source), the institution reserves the right to withhold the funds necessary to clear the student's outstanding balance and to cover any collection costs incurred. Once these amounts are paid, any remaining funds will be paid to the student.
8. An approved Deferment Agreement form must be signed by the student at the time the deferment is granted and maintained by the business office.

B. Delinquent Accounts

1. If payment is not made by the midpoint of the term (after the first billing by the institution), a late payment charge of \$25 will be added to the outstanding balance for each additional monthly billing up to a maximum of \$100 in late payment charges.
2. In the event of an unpaid balance at the midpoint of the term, the student will be evicted from housing and all meal tickets canceled. If the balance is still unpaid at the end of the term, grade reports, college credits, transcripts or diplomas will not be issued or released. A student with a delinquent account shall not be allowed to enroll in subsequent terms until all delinquent balances are paid in full.
3. The institution has the right to refer the student's delinquent account to a collection agency for failure to meet financial obligations of any kind to the institution, including the payment of additional late payment charges, attorneys' fees, and any other costs and charges necessary for the collection of any amount not paid when due.

9. Provisional Enrollment

There are several third party agencies responsible for the payment of tuition and fees for students attending System institutions. Students must provide written evidence verifying assistance. Because payments are not usually received by the end of the registration period, payment of tuition and fees may be deferred for 60 calendar days after the last day of registration for students receiving financial assistance from third party agencies (private, federal and state). However, federal and state agency payments may be extended beyond the 60 calendar days after the registration period in accordance with each individual program's procedures. System institutions should clearly inform private sponsors of the procedure and limitations in regard to tuition and fee collections at the time of billing.

Students sponsored by third party private agencies must be advised at the time of registration that if the private party agency has not paid by the end of the registration period or by the 60 calendar day extension, the student will be responsible for payment of tuition and fees immediately. If payment is not rendered immediately, the student will be administratively withdrawn. System institutions should provide a disclaimer statement informing the student of these terms and conditions to be signed by the student during registration. The student must be at least 18 years of age to negotiate the terms, if not, a responsible adult must sign.

10. Exceptions

The Chancellor is authorized to approve exceptions to State Board of Education authorized tuition schedules for institutional programs and courses, upon written request of one or more Alabama Community College System Presidents, including appropriate supporting documentation of the reason and justification for such request.

Appendix A
ALABAMA COMMUNITY COLLEGE SYSTEM
CERTIFICATION OF ELIGIBILITY FOR IN-STATE RESIDENCY

Student Name _____ SSN _____
Street Address _____ City _____ State _____ Zip _____
Home Phone _____ Cell Phone _____ Birthday ____/____/____
Institution _____ Semester: Fall _____ Spring _____ Summer _____ Year _____
Citizenship _____ U.S. Citizen _____ U.S. Resident Alien/U.S. Permanent Resident/U.S. Alien _____

In order to be eligible for in-state tuition, you MUST complete this form and fall into ONE or more of the following categories:

I. Legal Resident of the State of Alabama

- I (or my non-estranged spouse) have lived in the State of Alabama for at least 12 continuous months immediately preceding my application for admission.
- I am a dependent student and my parent/legal guardian has lived in the State of Alabama for at least 12 continuous months immediately preceding my application for admission.
- I graduated from an Alabama High School or obtained a GED in the State of Alabama within three years of the date of my application for admission.
- I have more substantial connections with the State of Alabama than with any other state.

Check all that apply:

- Consideration of the location of high school graduation
- Payment of Alabama state income taxes as a resident
- Ownership of a residence or other real property in the state and payment of state ad valorem taxes on the residence or property
- Full-time employment in the state
- Residency in the state of a spouse, parents, or children.
- Previous periods of residency in the state continuing for one year or more
- Voter registration and voting in the state
- Possession of state or local licenses to do business or practice a profession in the state
- Ownership of personal property in the state, payment of state taxes on the property and possession of state
- Possession of state license plates
- Continuous physical presence in the state for a purpose other than attending school, excluding temporary absences for travel, military service and temporary employment
- Membership in religious, professional, business, civic or social organizations in the state
- Maintenance in the state of checking and savings accounts, safe deposit boxes or investment accounts
- In-state address shown on one or more of the following

___ selective service registration	___ driver's license
___ automobile title registration	___ hunting and fishing licenses
___ insurance policies	___ stock and bond registrations
___ last will and testament	___ annuities or retirement plans

II. Be a Non-Resident Who Meets the Qualifications for In-State Tuition

- I (or my supporting spouse or parent) am a member of the U.S. military on full-time active duty and stationed in Alabama under orders for duties other than attending school.
- I (or my supporting spouse or parent) am an accredited member of a consular staff assigned to duties in Alabama.
- I (or my supporting spouse or parent) have full-time employment in Alabama and will start said employment within 90 days of my registration.
- I (or my supporting spouse or parent) am a full-time permanent employee of this institution.
- I (or my supporting spouse or parent) reside in a county of a state which is within the 50-mile radius of the designated campus of this institution.

County of Residency _____ Designated Campus _____

I understand that I may be asked to provide documentation for items that I have checked. I agree to notify the college if there are any changes in the information submitted with this form. I understand that an out-of-state student cannot attain residency simply by attending school for 12 continuous months in the state of Alabama.

Signature _____ **Date** _____

**APPENDIX B
DEFERMENT CALCULATION/AGREEMENT**

CHARGES/PAYMENTS

1) Total Semester Charges (Tuition, Fees, Room, and Meals)	\$
2) Deferment Fee	\$
3) Total Due	\$
4) Amount Paid or Credited:	
a) Cash, Check, Credit Card (Amounts below this line must be applied in full.)	\$
b) Financial Aid Applied to Student Account	\$
c) Other (Specify):	\$
5) Total Payments and/or Credits (Total of lines 4a-4c)	\$
6) Deferred Balance (Line 3 minus Line 5, limited to one-half of Line 1)	\$

DEFERMENT AGREEMENT

I, the undersigned, hereby promise to pay the Institution the deferred balance as indicated below by the due date specified. I understand that the amount includes a deferment fee of \$40.00

I further understand and agree that the balance of my account may be adjusted from time to time to reflect additional charges and/or credits.

I also understand and agree that failure to make the required payment in full on the due date specified will result in the Institution taking one or more of the following actions against me:

I will be evicted from Institution housing at midpoint of the term; and I will be ineligible to graduate or receive grade reports, transcripts, or future deferments. I will be subject to late payment charges or an administrative handling fee. My account may be turned over to a collection agency.

I hereby agree and acknowledge that:

- 1) The amounts stated above are subject to correction for any errors contained therein, and I am responsible for the correct amounts as required by the current State Board of Education and Institution policies.
- 2) If at any time after the date the deferred amount is due, the institution has in its possession any funds payable to me, whether from financial aid, scholarships, payroll check, or any other source, I authorize that all sums necessary to pay this deferment, my student account

(January 2011)

balance, and any collection costs may be deducted from such sums.

- 3) I have read and will comply with the regulations of the Institution in regard to the payments specified in this contract.
- 4) I will pay all attorneys' fees and other costs and charges necessary for the collection of any amount not paid when due.
- 5) I will maintain a current mailing address with the Institution and will immediately advise the Business Office of any changes of address.

Due Date of Deferred Amount: _____

Student Name (please print): _____

Student Signature: _____

Date

Deferment Authorized By: _____

(Institution Official)

Date