Student Terms of Agreement

By accepting Financial Aid funds, you are stating that you have read, understand and will comply with the following Financial Aid Terms of Agreement and Satisfactory Academic Progress policies.

Please select from the following for more information:

Terms of Agreement

I UNDERSTAND THAT:

1. I cannot receive financial aid payment if I am in default on any Title IV educational loans made to attend any college and/or owe an overpayment on any Title IV grant to the college and/or the U.S. Department of Education.

2. I cannot receive financial aid payment at more than one (1) post-secondary institution for the same period of enrollment and therefore, I must notify the Financial Aid Office if I am receiving financial aid for attendance at another institution while attending BC, CC or PC. Further, I cannot receive financial aid payment that exceeds the maximum annual award.

3. I must be enrolled in an eligible program leading to a degree (AA/AA-T, AS/AS-T), transfer or eligible certificate to receive financial aid. (Certificates less than 16 units and all Job Skills Certificates are not approved for Title IV Financial Aid)

4. Male students are required to be registered with the Selective Service and must complete the registration process.

5. I must have a high school diploma or a GED.

6. My financial aid payments may be adjusted if my enrollment changes.

7. Federal financial aid (“Title IV funds”) is awarded to a student under the assumption that the student will attend school for the entire period for which the assistance is awarded and enroll in classes in their eligible program.

I understand that if any of the following should occur I may owe all or a portion of my Federal Financial Aid back to the institution and/or the U.S. Department of Education if:

- My enrollment drops below 6 units
- I withdraw from all of classes
- My instructor assigns a Withdraw (W) or F
- I take classes that are not in my program of study

NOTE: The Federal Financial Aid refund calculation will be based on my last date of attendance recorded by my instructor. For online classes, the last day of attendance is the last day of substantial participation reported by the instructor.

8. My Financial Aid payment schedule may be adjusted or delayed depending on when I enroll for a class, or the start date(s) of my class(es) for the semester.

8a. Our freeze date is determined once a semester; on the main census date for the term. Units freeze for any financial aid student, defined as someone with a FAFSA on file for that term. In the Fall 2019, the process was modified that if a student did not have a FAFSA at their home college upon the freeze date, then their freeze date would occur the night after the FAFSA is received. This change also allows late start students to not be tied to the earlier freeze date, which might have been before they applied to the college or completed their FAFSA. Thus the student’s freeze date is either the main census date, or the date their FAFSA is received, whichever is later.
9. I cannot receive financial aid payment for any units completed as a result of Credit by Examination. I cannot receive financial aid payment for any courses taken for Audit.

10. I can only receive financial aid payment once when repeating a previously passed course.

11. I understand I cannot receive payment for a Waitlist course until I am officially enrolled in the course.

12. If I fail to begin attendance in at least one course in which I was enrolled, or I fail to appropriately or promptly withdraw from a course which I am no longer attending, I may owe funds back to the college and/or U.S. Department of Education.

13. If I completely withdraw from classes, I may be subject to repayment of funds received from all Title IV programs. I further understand that I will lose eligibility for future financial aid if I do not repay the funds.

14. In the event of financial aid overpayment, regardless of the cause, I must repay the funds. This includes students who received financial aid funds and are later determined to be ineligible.

15. The amount of financial aid I receive is directly related to the cost of attending college and that my financial aid funds must be used FIRST to pay charges for expenses incurred. I understand that I have the option to request my Cal Grant be excluded from payment of these charges, and to do so, I must contact the Office of Financial Aid and completing the appropriate form. I further understand that I am responsible for all outstanding charges.

16. The Federal Pell Grant has a lifetime limit of up to 6 years / 12 full-time semesters (600%) or until a Bachelor’s Degree is earned, whichever comes first. I understand when I have reached 600% in Federal Pell Grant funds; I will no longer be eligible for a Federal Pell Grant. I understand this limit will be monitored by the U.S. Department of Education and I can check my status by logging into: www.nslds.ed.gov.

17. I understand that in order to receive year-round Pell (more than one full year of Pell eligibility) for Summer that I must be enrolled in at least 6 units. I understand that the additional Pell that I use (during Summer) will count towards my maximum lifetime eligibility of 600%. I understand that I have the option to decline any of my Pell grant if I wish to preserve that eligibility for future education needs. My request to decline Pell must be made in writing by contacting the Financial Aid Office and completing the appropriate form.

18. Correspondence from the Office of Financial Aid will be emailed to my college assigned email address or mailed to the mailing address on file with the Admissions and Records Office. All changes in name and/or address must be reported directly to the Admissions and Records Office.

19. I must report any changes in my information promptly to the Financial Aid Office including name, mailing address, enrollment status and additional financial assistance resources, I receive such as scholarships, tuition waivers, and veterans or rehabilitation benefits.

20. I understand The Office of Financial Aid reserves the right to revise my Financial Aid award during any time of the year if there are changes to my financial aid eligibility.

21. It is my responsibility to visit my college website for financial aid announcements, updates, and to check the status of my financial aid.
22. Academic and Progress Standards for the California Promise Grant (formerly known as BOG Fee Waiver) ONLY

Academic — Sustain a GPA of 2.0 or higher—If your cumulative GPA falls below 2.0 for two consecutive primary terms (fall/spring semesters, or fall/winter/spring quarters), you may lose your fee waiver eligibility.

Progress — Complete more than 50% of your coursework—If the cumulative number of units you complete is not more than 50% in two consecutive primary terms (fall/spring semesters, or fall/winter/spring quarters), you may lose your fee waiver eligibility.

Combination of Academic and Progress Standards — Any combination of two consecutive terms of cumulative GPA below 2.0, and/or cumulative unit completion of not more than 50% may result in loss of fee waiver eligibility.

23. The Financial Aid Terms of Agreement and Satisfactory Academic Progress Policies may change any time during the semester. In the event of changes, I will comply with all the new policies. I also understand changes will be posted on the college website.

24. It is my responsibility to complete a designated program of study within the maximum time frame as specified in the Satisfactory Academic Progress Regulations and ensure all classes I take will fulfill my educational goal requirements.

25. I understand that my Pell grant will be in two disbursements for BC and PC and three disbursements for CC for the fall and spring semester and one disbursement for the summer semester.

I have read and understand the Satisfactory Academic Progress Policies listed below. I further understand that failure to maintain Satisfactory Academic Progress may result in termination of future financial aid.

Satisfactory Academic Progress Policies

NOTE: All units attempted in the Kern Community College District (Bakersfield College, Cerro Coso College and Porterville College) will be used to determine satisfactory academic progress. All units from other institutions that are accepted for credit by KCCD will be used to determine satisfactory academic progress. Failed or incomplete courses from other institutions outside of KCCD may also affect my academic progress status. Students are permitted to appeal once per academic year.

MAXIMUM TIME FRAME IN PROGRAM:

- LENGTH OF ELIGIBILITY (Maximum in Program): Federal regulations require that you complete your academic program within 150% of the standard timeframe for your program. For example, if you are in a Liberal Arts A.A. program that requires 60 units of coursework, you will need to complete your program within 90 attempted units or your financial aid will be suspended. A certificate program requiring 30 units would carry a maximum of 45 units. All attempted units are counted (less non-degree/remedial/ESL coursework up to a maximum of 30 units) whether or not you received financial aid and if the units taken do not count for credit toward graduation. The calculation of attempted units includes all coursework at the KCCD as well as all other transferable coursework completed at other institutions.

- MAXIMUM in Program APPEALS: Students who have extenuating circumstances or major change may appeal for reinstatement of Financial Aid eligibility. Appeals must be submitted in writing by the date indicated on the Appeal Form and must be accompanied by a counselor approved Comprehensive Student Educational Plan and documentation of the extenuating circumstances. Students granted an exception will be placed on probation, must meet the conditions of the Student Success Plan determined by the Appeal Committee to continue probation. Not meeting the conditions of the Student Success Plan will result in TERMINATION of Title IV aid at all KCCD campuses and may result in denial of future appeals.

ACADEMIC PROGRESS: 2.0 GPA & 67% COMPLETION:

- Qualitative Standard – Grade Point Average: To maintain satisfactory academic progress and remain eligible for financial aid,
students must maintain a minimum cumulative grade point average of 2.00. KCCD will review each student's academic progress at the time of determining eligibility and after each payment period.

- **Quantitative Standard – Unit Progress:** To maintain satisfactory academic progress, students are required to complete 67% of the total number of cumulative units attempted. Unit progress is evaluated by comparing the number of cumulative units attempted with the cumulative units completed to determine whether the student is progressing at a rate that will allow him/her to complete the program within the maximum time frame. The calculation of unit progression will be rounded up to the nearest tenth.

- **WARNING:** Students who fail to meet the unit and/or grade point average requirement after one semester will be placed on financial aid warning.

- **SUSPENSION:** Students on warning who then fail to bring their cumulative units and/or GPA up to satisfactory academic progress will be placed on financial aid suspension.

- **REINSTATEMENT:** Students who have not maintained satisfactory academic progress and have been suspended from financial aid may re-establish eligibility by successfully completing the unit completion requirement and/or raising the cumulative grade point average to a 2.00 during a semester or semesters without aid.

- **SUSPENSION APPEALS:** Students who have extenuating unusual circumstances may appeal for an exception to the Satisfactory Academic Progress Regulations. Appeals must be submitted in writing by the date indicated on the Appeal Form and must be accompanied by a counselor approved Comprehensive Student Educational Plan and documentation of the extenuating circumstances. Examples of extenuating circumstances: Hospitalization, death in family, health issue requiring medical attention, & high-risk pregnancy or birth. Students with approved appeals will be placed on continued probation and must meet satisfactory academic progress standards and the conditions of the Student Success Plan during each probationary semester. Not meeting the conditions of an approved appeal will result in suspension in the next term and may result in denial of future appeals.

- **GRADE INTERPRETATION:** A student completes a course as they earn credit by receiving a passing grade. The following grades count towards attempted units, not completed: F (Fail), W (Withdrawal), I (Incomplete), IP (In Progress), NC (No Credit), NP (No Pass), RD (Report Delayed). Audit units or any zero unit courses are not included in either the attempted or completed figures as these units are ineligible for financial aid.

- **Program of Study/Major/Pathway:** Financial aid is intended to fund students’ program of study, including any preparatory courses needed. Therefore, funding is not available for classes not needed to complete that program. Students may change their major, however changing majors repetitively will greatly increase the likelihood of losing Financial Aid eligibility (due to 150% limitations) before graduation. Only 30 units of non-degree/remedial courses may be funded by federal financial aid. Students may also be paid for any repeated class (one time) if the student previously passed ('D' or better) and for repeating classes they failed.

Failure to maintain Satisfactory Academic Progress or comply with the Terms of Agreement listed above, may result in cancellation of my financial aid payments.