



Administrative Policies and Procedures

Procedure Number	Subject	Effective Date	Revised Date
BU-1.1.02	Billing and Collection Policy	07/01/2007	

I. Responsibility

It is the responsibility of all college executive officers or designees to insure compliance with these policies and procedures. Administration of the policies and procedures is the responsibility of the Business Office Department located at the #100 Building; 2500 East Shotwell Street, Bainbridge, GA 39819. Questions on the policy should be directed to the Accounts Receivable Area at 229.243.6439.

II. Scope

This collection policy applies to:

- Any individual, student, employee or organization (account holder) with amounts due to the College which, for the purpose of billing, are posted to an accounts receivable record;
- The personnel responsible for administration of the College policy; and
- Any private counsel or private collection agency employed by the College for the purpose of debt collection.

III. Bainbridge College Account Rights and Responsibilities

a. Rights

Each account holder has the right:

- i. To have access to information about of the nature and amount of the charges incurred;
- ii. To have access to information on payment policies;
- iii. To have access to the account record;
- iv. To dispute charges believed to be in error;
- v. To have the confidentiality of the account protected to the extent of the law;



- vi. To be notified of any impending collection action;
- vii. To be treated with respect and be free from harassment; and
- viii. To have access to all College policies governing the account.

b. Responsibilities

Each account holder has the responsibility:

- ix. To read and adhere to all written policies and procedures governing the account;
- x. To insure payment of all charges legitimately incurred on the account by the published payment due date, regardless of whether an invoice is received or payment is to be made by another party;
- xi. To insure that the billing address is correct;
- xii. To notify the College if no billing statement is received;
- xiii. To submit disputes of charges in writing within the published grace period;
- xiv. To conduct all financial affairs with the College in a legal and ethical manner; and
- xv. If applicable, to pay all penalties, legal fees and costs associated with collection of the account.

IV. Payment

The College will take appropriate steps; including withholding of services and refusal of registration, to collect debts owed the College. Grade transcripts will be released only upon full payment of the BAINBRIDGE COLLEGE account balance.

Board of Regents Policy

704.03 TUITION AND FEE PAYMENT AND DEFERRAL

All tuition and fees (mandatory and elective fees) are due and payable upon registration. Exceptions to the time of payment are as follows:

An institution may defer tuition and fees up to the amount authorized for a specific academic term for students whose fees are guaranteed and will be paid by an outside agency (HOPE, PELL, and Other Governmental Agencies) under a documented agreement with the institution.



- **Payment Requirements:**

All payment requirements will be established by the Business Office, and will be clearly disclosed.

- **Payment Options:**

Standardized payment options will be provided to enable account holders to meet their financial obligations with the College.

- **Account Payment Plans**

If a financial hardship prevents an account holder from making payment in full, a formal payment arrangement may be established with the College. However, once a debt has been referred to an outside collection agency, all arrangements for repayment will be made with the outside collection agency.

- **Default**

In the event that the account holder fails to pay by the close of business on the due date, the account is in default. If no mutually satisfactory agreement can be reached to bring the plan current, the College may accelerate collection efforts on the debt in accordance with this policy.

V. Contested Charges

The College's Vice President of Business Affairs and/or Controller will establish and publish petition guidelines for removal of charges due to dispute. The account holder loses the right to petition once an account has been referred to a collection agency.

VI. Non-Payment of Student Accounts

a. Past Due Accounts

An account is past due when payment of the amount due has not been received by the close of business on the due date. A minimum grace period of five (5) working days will be allowed for payment. Failure to pay by that time will result in:



b. Late Payment Penalties

The amount of the late payment penalty will be established by the Business Office. Penalties for student account holders will be published in the Bainbridge College schedule each term.

c. Holds

- Student Accounts: A hold will be placed on the past due account restricting future registration, grade transcripts and financial aid transcripts.
- Non-student Accounts: The College reserves the right to restrict access to services for the account holder or its sponsored students.

d. Denial of Credit

The College may require advance payment of future services on accounts that have been previously referred for collection, or following a loss that is the result of a bankruptcy discharge.

- **Delinquent Accounts**

Delinquent accounts will be prepared for collection as defined in section XII of this policy. An account is delinquent when:

- i. A student account has a balance owing from a prior term,
OR
- ii. A non-student account has an account balance more than 90 days past due.

VII. Returned Checks

A returned check is any check tendered to the College that is subsequently dishonored by the drawee bank. The following steps will be taken to deter any repeat issuance of a returned check by an account holder:

- **Returned Check Penalty**

A penalty will be charged to the account in an amount published in the Bainbridge College schedule. The penalty may be waived if the check was returned in error from the bank (written confirmation required). On a case-by-case basis, the Business Office or



designee may consider waiver of the penalty for reasons other than bank error.

- **Payment of a Returned Check Item**

The returned check must be paid by cash, certified check, credit card or money order.

- **Loss of Privileges**

An account holder who has written two or more returned checks will lose check-cashing privileges for a period not to exceed seven (7) years.

- **Non-Payment**

If the returned check was intended as payment of a student account, it will be considered a non-payment and subject to the conditions listed in this policy.

VII. Notification

Reasonable measures will be taken to insure that an individual is informed of general policies and procedures of the College related to Bainbridge College accounts, and of the financial status of the account holder's Bainbridge College account. All bills and written correspondence will be mailed to the most recent active address on file for the individual. If there is no active address for the individual, no bills will be generated. Electronic notification may be used if the account holder has provided an e-mail location.

IX. Administrative Withdrawal for Non-Payment

If it is necessary to administratively withdraw a student for non-payment, any fees associated with the dropped courses will be removed. The student will not receive a grade and s/he will not be allowed to continue the class. Should the student request reinstatement of the registration, an administrative fee will be charged.

X. Student Account Collections

Collection is initiated when an account becomes delinquent, and there are no satisfactory payment arrangements in place as provided in this policy. The collection process may be expedited or delayed as deemed



necessary. The College will normally take the following actions to collect a delinquent account:

Account Balance

Age of Accounts	Balance Due
1-30 days past due	Mail first past-due letter; get a promise to pay; and refuse additional service to the delinquent debtor where this does not conflict with Federal and State laws.
31-60 days past due	Mail second past-due letter. Make phone contact, remind of broken promise; get promise to pay; send confirmation letter; and refuse additional service to the delinquent debtor where this does not conflict with Federal and State laws.
61-90 days past due	Mail third past-due letter. Make phone contact, remind of broken promise, get a new promise to pay; send agreement confirmation; and refuse additional service to the delinquent debtor where this does not conflict with Federal and State laws.
91+ days past due	Complete appropriate submittal forms and send to the collection agency. List debt and debtor with a credit reporting bureau; and refuse additional service to the delinquent debtor where this does not conflict with Federal and State laws.

a) Courtesy Contacts

The College will make a reasonable effort to notify the account holder of the status of the account, and of possible referral to an outside collection agency.

b) Placement with an Outside Collection Agency

If the account holder fails to respond to the courtesy contacts, the debt will be referred to an outside collection agency for further action. The College will utilize qualified collection agencies with whom there is a valid contract.

c) Credit Reporting

Upon second placement of an account with a private collection agency, individuals who have failed to pay their delinquent account balance may be reported to one or more nationally recognized credit reporting bureaus. The collection agency will be responsible for the initial report, and for all future status updates.



- i. A factual credit report will not be removed in order to secure payment of the amount due.
- ii. If an account was reported in error, the College will notify the initiating collection agency within 7 days. The collection agency will have the erroneous report corrected within 30 days of the date that it receives notification of the error.

XI. Collection Agencies

The College will select one or more qualified collection agencies (Agency) to assist in the collection of delinquent accounts receivable.

d) Agency Selection

Any private collection agency wishing to conduct business with the College must be established through the contractual process established by DOAS and agree to the conditions set forth in this policy.

e) Approved List

The Business Office will maintain the approved list that identifies each qualified private Agency employed by the College.

f) Referral of Accounts

Delinquent accounts will be referred to the Agency with whom the College has contracted within 100 days of delinquency.

g) Collection Cost

The amount retained by any Agency for collection of a debt will be negotiated between the College and the Agency.

h) Remittance of Proceeds Recovered

The Agencies will account for and remit to the College the net proceeds of any amounts recovered at least once every thirty (30) days. The Agency will provide a written report, by month and fiscal year to date, of all collection activity in accordance with College specifications.



i) Trust Account

Monies due to the College will be deposited and maintained in a trust account on behalf of the College and must be remitted to the College within thirty (30) days of receipt by the Agency.

j) Assignment of Debts

All debts assigned the Agency for collection by the College are subject to the terms and conditions set out in this policy.

- i. The Agency will, at its own expense, employ legal counsel to handle litigation necessary to collect the debt.
- ii. If litigation is filed, all costs associated with the litigation are the sole responsibility of the Agency filing the litigation.
- iii. The Agency may not adjust or settle any debt so assigned without prior approval of the College.
- iv. The College must be notified within three (3) days of any threatened or actual legal action naming the College or any of its employees or officers as a party.

k) Further Requirements

Any Agency selected will remain licensed under its respective occupational licensing statutes or regulation during the term of its contract with the College. The Agency will at all times act in compliance with the provisions of the “Fair Debt Collection Practices Act” and any applicable Georgia statutes.

XII. Uncollectible Accounts

An account will be considered uncollectible after all customary efforts to collect have been exhausted, or if the balance is too small to warrant ongoing collection action.

l) Maintenance of Reserves

The College will maintain a deferred revenue account with sufficient reserves to cover the sum of all debt deemed uncollectible.

m) Recovery

No statute of limitation exists for the collection of educational debt. Therefore, the College may collect from any account holder who attempts to enroll, obtain transcripts or otherwise secure services of



the College, even if after that account has been deemed uncollectible.

XIII. Definitions

Account – Means the financial record where all charges incurred by and payments made on behalf of an employee, individual or organization are recorded.

Account Holder – Means any student, employee, individual or organization owing money to or having a debt whose obligation has not been adjudicated satisfied or set aside by court order, or discharged in bankruptcy.

College – Means Bainbridge College

Debt – Means any sum due and owing the College regardless of whether there is an outstanding judgment for that sum.

Delinquent Account – Means any student account where debt incurred on that account has been billed and is past due, and the past due debt is from a prior term, or any non-student account that is more than 30 days past due.

Due Date – Means the date the debt is due and payable at the College.

Individual – Means any current or past employee, student or patron of the College.

Past Due – Means that the debt has not been paid by the close of business on the due date.

Returned Check – means any check tendered to the College that is subsequently dishonored by the drawee bank.

Schedule Bill – Means the form generated following registration activity on a student account that lists the individual's schedule of classes and invoice of charges.