

# Student Financial Responsibility Agreement

All students are bound by the Southern West Virginia Community & Technical College (Southern) Student Financial Responsibility Agreement upon course registration. The Agreement outlines the financial terms and conditions associated with your registration. By registering for classes, you assume financial responsibility and agree to the terms of this Agreement. If you have questions or would like more information about the Southern Student Financial Responsibility Agreement, please contact the Bursar's Office or email the Bursar's Office at [BursarOffice@southernwv.edu](mailto:BursarOffice@southernwv.edu).

## PAYMENT OF FEES/PROMISE TO PAY

I understand that when I register for any class at Southern or receive any service from Southern I accept full responsibility to pay all tuition, fees and other associated costs assessed as a result of my registration and/or receipt of services. I further understand and agree that my registration and acceptance of these terms constitutes a promissory note agreement (i.e., a financial obligation in the form of an educational loan as defined by the U.S. Bankruptcy Code at 11 U.S.C. §523(a)(8)) in which Southern is providing me educational services, deferring some or all of my payment obligation for those services, and I promise to pay for all assessed tuition, fees and other associated costs by the published or assigned due date.

I understand and agree that if I drop or withdraw from some or all of the classes for which I register, I will be responsible for paying all or a portion of tuition and fees in accordance with the published tuition refund schedule at <https://www.southernwv.edu/current-students/business-office/#refunds>. I have read the terms and conditions of the published tuition refund schedule and understand those terms are incorporated herein by reference. I further understand that my failure to attend class or receive a bill does not absolve me of my financial responsibility as described above.

I understand that, if I am a third-party sponsor (military, employer, government agency, etc.) student, I am responsible for submitting to the Bursar's Office any third-party letter of authorization or payment agreement at least one week prior to the tuition payment due date. Southern will apply advance credit on my student account, based on the terms of the authorization/agreement. Southern will bill the third party based on the authorization/agreement. I am responsible for any portion of charges that are not paid by the third party and that the balance must be satisfied by the tuition due date. Failure to pay the unpaid balance may result in not being allowed to register for future semesters or receive official College documents, such as transcripts. Receipt of third party benefits may affect my financial aid award and could result in an adjustment of the award. If my third party sponsor fails to pay Southern, I will assume responsibility for paying the amount the sponsor originally agreed to pay on my behalf.

## DELINQUENT ACCOUNT/COLLECTION

**Financial Hold:** I understand and agree that if I fail to pay my student account bill or any monies due and owing Southern by the scheduled due date, Southern will place a financial hold on my student account, preventing me from registering for future classes, requesting transcripts, or receiving my diploma.

**Collection Agency Fees:** I understand and accept that if I fail to pay my student account bill or any monies due and owing Southern by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, Southern may refer my delinquent account to a collection agency. For purposes of this provision, the third party may be a debt collection company or an attorney. If a lawsuit is filed to recover an outstanding balance, I shall also be responsible for any costs associated with the lawsuit such as court costs or other applicable costs. Finally, I understand that my delinquent account may be reported to one or more of the national credit bureaus.

## COMMUNICATION

**Method of Communication:** I understand and agree that Southern uses e-mail as an official method of communication with me, and that therefore I am responsible for reading the e-mails I receive from Southern on a timely basis.

**Contact:** I authorize Southern and its agents and contractors to contact me at my current and any future cellular phone number(s), email address(es) or wireless device(s) regarding my delinquent student account(s)/loan(s), any other debt I owe to Southern, or to receive general information from Southern. I authorize Southern and its agents and contractors to use automated telephone dialing equipment, artificial or pre-recorded voice or text messages, and personal calls and emails, in their efforts to contact me. Furthermore, I understand that I may withdraw my consent to call my cellular telephone using automated telephone dialing equipment by submitting my request in writing to the Bursar or in writing to the applicable contractor or agent contacting me on behalf of Southern.

**Updating Contact Information:** I understand and agree that I am responsible for keeping Southern records up to date with my current mailing addresses, email addresses, and phone numbers. Upon leaving Southern for any reason, it is my responsibility to provide Southern with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to Southern.

## FINANCIAL AID

I understand that my Financial Aid Award is contingent upon my continued enrollment and attendance in each class upon which my financial aid eligibility was calculated. If I drop any class before completion, I understand that my financial aid eligibility may decrease, and some or all of the financial aid awarded to me may be revoked.

If some or all of my financial aid is revoked because I dropped or failed to attend class, I agree to repay all revoked aid that was disbursed to my account and resulted in a credit balance that was refunded to me.

I agree to allow financial aid I receive to pay all charges assessed to my account at Southern such as tuition, fees, service fees, bookstore charges, or any other amount, in accordance with the terms of the aid.

**Federal Aid:** I understand that any federal Title IV financial aid I receive, except for Federal Work Study wages, will first be applied to any outstanding balance on my account for tuition and fees. Title IV financial aid includes aid from the Pell Grant, Supplemental Educational Opportunity Grant (SEOG), Direct Loan, PLUS Loan, Perkins Loan, and TEACH Grant programs. I authorize Southern to apply my Title IV financial aid to other charges assessed to my student account, such as bookstore charges and any other education-related charges. I further understand that this authorization will remain in effect until I rescind and that I may withdraw it at any time.

**Prizes, Awards, Scholarships, Grants:** I understand that all prizes, awards, scholarships, and grants awarded to me by Southern will be credited to my student account and applied toward any outstanding balance. I further understand that my receipt of a prize, award, scholarship or grant is considered a financial resource according to federal Title IV financial aid regulations, and may therefore reduce my eligibility for other federal and/or state financial aid (i.e., loans, grants, Federal Work Study) which, if already disbursed to my student account, must be reversed and returned to the aid source.

## METHOD OF BILLING

I understand that Southern issues bills via electronic means on a regular basis and I am responsible for reviewing and paying my student account bill by the scheduled due date. **I further understand that failure to receive my bill does not constitute a valid reason for not paying my bill on time.**

## BILLING ERRORS

I understand that administrative, clerical or technical billing errors do not absolve me of my financial responsibility to pay the correct amount of tuition, fees, and other associated financial obligations assessed as a result of my registration at Southern.

## RETURNED PAYMENTS/FAILED PAYMENT AGREEMENTS

If a payment made to my student account is returned by the bank for any reason, I agree to repay the original amount of the payment plus a returned payment fee of \$25.00. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with Southern may result in the cancellation of my classes and/or suspension of my eligibility to register for future classes at Southern.

## PRIVACY RIGHTS & RESPONSIBILITIES

I understand that Southern is bound by the Family Educational Rights and Privacy Act (FERPA) which prohibits Southern from releasing any information from my education record without my written permission. Therefore, I understand that if I want Southern to share information from my education record with someone else, I must provide written permission. I further understand that I may revoke my permission at any time.

## Student Age

I understand and agree that if I am younger than the applicable age of majority when I execute this agreement that, the educational services provided are a necessity, and I am contractually obligated pursuant to the "doctrine of necessities".

## IRS FORM 1098-T

I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to Southern upon request as required by Internal Revenue Service (IRS) regulations for Form 1098-T reporting purposes. If I fail to provide my SSN or TIN to Southern, I agree to pay any and all IRS fines assessed as a result of my missing SSN/TIN.

## ENTIRE AGREEMENT

This agreement supersedes all prior understandings, representations, negotiations, and correspondence between the student and Southern, constitutes the entire agreement between the parties with respect to the matters described, and shall not be modified or affected by any course of dealing or course of performance. This agreement may be modified by Southern if the modification is signed by me. Any modification is specifically limited to those policies and/or terms addressed in the modification.

- I understand and agree that by marking the box to the left of this message when submitting the form in paper format, I am confirming my intent to register for the selected Workforce course/program and this constitutes Acceptance of the above agreement.

Student Printed Name: \_\_\_\_\_

Student ID #: \_\_\_\_\_

Student Date of Birth: \_\_\_\_\_

Student Signature: \_\_\_\_\_

Date: \_\_\_\_\_