## San Jacinto Community College District – San Jacinto College

## **Student Enrollment Responsibility Agreement**

# PLEASE READ THE FOLLOWING STATEMENTS CAREFULLY AND INDICATE YOUR UNDERSTANDING AND ACCEPTANCE BY CLICKING ON THE SUBMIT AGREEMENT AT THE END.

## PAYMENT OF TUITION AND ASSOCIATED COSTS/PROMISE TO PAY

I understand that when I register for any class at San Jacinto College or receive any service from San Jacinto College I accept full responsibility to pay all tuition 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. §523a8 in which San Jacinto College 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, and other associated costs by the published or assigned due date.

## DROP/WITHDRAWAL

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 other associated costs in accordance with the published tuition refund schedules.

Refund Schedule for credit courses at https://www.sanjac.edu/refunds.

Refund schedule for non-credit courses at

https://noncredit.sanjac.edu/news/publicNews.do?method=displayStory&storyIndex=2&activit y=event

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.

If I decide to completely withdraw from San Jacinto College, I will follow the instructions at <a href="https://www.sanjac.edu/apply-register-pay/paying-college/payments/refund-policy">https://www.sanjac.edu/apply-register-pay/paying-college/payments/refund-policy</a>

### **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 San Jacinto College by the scheduled due date, San Jacinto College will place a financial hold on my student account, preventing me from registering for future classes, requesting transcripts, or receiving my diploma.

Installment Payment Plan (IPP), Convenient Payment Plan (CPP), Financial Aid Short Term Loan (FASTL,) or Late Payment Charges: I understand and agree that if I fail to pay my student account bill or any monies due and owing San Jacinto College by the scheduled due date, San Jacinto College will assess late payment charge at the rate of \$25 for each late payment after the prescribed payment due date.

Collection Agency Charges: I understand and accept that if I fail to pay my student account bill or any monies due and owing to San Jacinto College by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, San Jacinto College may refer my delinquent account to a collection agency. I further understand that if San Jacinto College refers my student account balance to a third party for collection, a collection charge will be assessed and will be due in full at the time of the referral to the third party. The collection charge may be calculated at the maximum amount permitted by applicable law but not to exceed 30% of the amount outstanding. 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 San Jacinto College uses the College assigned student e-mail as an official method of communication with me, and that therefore I am responsible for reading the e-mails I receive from San Jacinto College on a timely basis.

Contact: I authorize San Jacinto College and its agents and contractors to contact me at my current and any future cellular phone numbers, email addresses or wireless devices regarding my delinquent student accounts/loans, any other debt I owe to San Jacinto College, or to receive general information from San Jacinto College. I authorize San Jacinto College 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. If the telephone number I provide to San Jacinto College is a mobile, cellular or smart telephone number, you have my consent to send me SMS or text messages at that number. I understand standard telephone minute and text charges may apply. I also understand that San Jacinto College won't share my phone number with non-affiliated third parties for their purposes without my consent, but San Jacinto College may share my phone number with their service providers, such as billing or collection companies, who may contact me using autodialed, prerecorded message calls, or text messages.

**Updating Contact Information:** I understand and agree that I am responsible for keeping San Jacinto College records up to date with my current physical addresses, email addresses, and phone numbers by following the procedure at <a href="https://www.sanjac.edu/form/Update-My-Info">https://www.sanjac.edu/form/Update-My-Info</a>. The linked procedure is incorporated herein by reference. Upon leaving San Jacinto College for

any reason, it is my responsibility to provide San Jacinto College with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to San Jacinto College.

## **Consent to Participate in Electronic Transactions**

I understand that I am agreeing to participate in electronic transactions for financial information provided to me on student loans and all other notices and authorizations made to me as a recipient of funds from the Federal Student Aid program per the E-Sign Act.

#### **FINANCIAL AID**

I understand that aid described as "estimated" or "authorized" on my Financial Aid Award does not represent actual or guaranteed payment, but is an estimate of the aid I may receive if I meet all requirements stipulated by that aid program.

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

I understand that any financial aid I receive will be used to pay any and all charges assessed to my account at San Jacinto College such as tuition, bookstore charges, or any other institutional charges, in accordance with the terms of the aid.

I understand that any outside resources such as scholarships, stipends, service awards, contract payments (including Texas prepaid tuition plans or other IRS 529 plan payments), exemptions or any other payment received from an outside agency may affect my financial aid award. I am responsible for notifying the San Jacinto College Financial Aid Office if I receive funds before or after receiving financial aid so that adjustments can be made to eliminate possible over awards. Any fund disbursed to my student account causing an over award, must be repaid and returned to the aid source.

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

Federal, State or Institutional Aid: I understand that any Federal Title IV, State of Texas, or San Jacinto College institutional financial aid that I receive, except for Federal or Texas Work Study wages, will first be applied to any outstanding balance on my account for tuition, bookstore charge and any other institutional charges. Federal Title IV financial aid includes aid from the Pell Grant, Supplemental Educational Opportunity Grant SEOG, Direct Loan, PLUS Loan; State of Texas financial aid includes aid from the College Access Loans (CAL), Toward Excellence (TEXAS) Grant,

Texas Education Opportunity Grant (TEOG), Military Tuition Assistance (MTA), or Top 10 Percent; or institutional aid includes Texas Public Education Grant (TPEG).

**Prizes, Awards, Scholarships, Exemptions, or Grants:** I understand that all prizes, awards, scholarships, exemptions, and grants awarded to me by San Jacinto College will be credited to my student account and applied toward any outstanding balance. I further understand that my receipt of a prize, award, scholarship, exemptions, 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.

#### **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 and other associated financial obligations assessed as a result of my registration at San Jacinto College.

#### **RETURNED CHECK CHARGE**

If a payment made to my student account by check is returned by the bank for any reason, I agree to repay the original amount of the payment plus a returned payment charge of \$30. Once a student has a returned check on the account the student will no longer be able to use a check as a method of payment.

## **PRIVACY RIGHTS & RESPONSIBILITIES**

I understand that San Jacinto College is bound by the <u>Family Educational Rights and Privacy Act FERPA</u> which prohibits San Jacinto College from releasing any information other than directory information from my education record without my written permission. Therefore, I understand that if I want San Jacinto College to share information from my education record with someone else, I must provide written permission by following the procedure outlined at <a href="https://www.sanjac.edu/student-services/student-concerns/ferpa/annual-notification">https://www.sanjac.edu/student-services/student-concerns/ferpa/annual-notification</a>. I further understand that I may revoke my permission at any time as instructed in the same procedure.

## **IRS FORM 1098-T Tuition Statement**

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

I consent to receive my annual IRS Form 1098-T Tuition Statement, electronically from San Jacinto College. I understand that I can request a paper copy by following the instructions at <a href="https://www.sanjac.edu/1098-t-tuition-statement">https://www.sanjac.edu/1098-t-tuition-statement</a>.

# **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 by San Jacinto College are a necessity, and I am contractually obligated pursuant to the "doctrine of necessaries."

# **ENTIRE AGREEMENT**

This agreement supersedes all prior understandings, representations, negotiations and correspondence between the student and San Jacinto College; constitutes the entire agreement between the parties with respect to the matters describe; and shall not be modified or affected by any course of dealing or course of performance. This agreement may be modified by San Jacinto College 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 acknowledge that acceptance of this agreement applies to the entire academic year for which I am registered.

#### **SUBMIT AGREEMENT BUTTON**

If I choose Yes 'Y' I may continue with the registration process.

If I choose No 'N' I will not be able to continue with the registration process.

Y or N