

DRAFT STUDENT FINANCIAL RESPONSIBILITY AGREEMENT

Agreement to North Central Texas College's Terms and Conditions of Registration

Agreement to Pay Tuition Charges and Unpaid Student Account Balances

PAYMENT OF FEES / PROMISE TO PAY

I understand when I register for any class at North Central Texas College or receive any service from North Central Texas College, I accept full responsibility to pay all tuition, fees and other associated costs and/or student account balances assessed because of my registration and/or receipt of services. I further understand and agree my registration and acceptance of these terms constitutes a contractual 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 North Central Texas 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, fees and other associated costs and/or balances by the published or assigned due date.

I understand and agree I am responsible for dropping/withdrawing from courses I do not plan to attend. I understand and agree if I drop or withdraw from some or all 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 [refund](#) schedules. 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 my failure to attend class or receive a bill does not absolve me of my financial responsibility as described above.

Per Texas Education Code 54.007(2)(d): A student who fails to make full payment of the required amount of tuition and mandatory fees, including any incidental fees, by the due date applicable under this section may be prohibited from registering for classes until full payment is made. A student who fails to make full payment prior to the end of the semester or term may be denied credit for the work done that semester or term.

DELINQUENT ACCOUNT/COLLECTION

Financial Holds: I understand and agree if I fail to pay my student account bill or any monies due and owing North Central Texas College by the scheduled due date, North Central Texas College may place a financial hold on my student account, preventing me from registering for future classes or receiving my diploma.

Late Payment Charge: I understand and agree if I fail to register prior to the start of a term and/or fail to pay my student account balance or any monies due and owing North Central Texas College by scheduled due date, North Central Texas College may assess current Board approved fees, late payment and/or finance charges in accordance with the published [Tuition and Fee](#) schedule and/or included in any additional promissory note or agreement between the student and North Central Texas College.

Collection Agency Fees: I understand and accept if I fail to pay my student account bill or any monies due and owing North Central Texas College by the scheduled due date and/or fail to make acceptable payment arrangements to bring my account current, North Central Texas College may refer my delinquent account to a collection agency. I understand and accept monies owed include any unpaid amount on my student account, including but not limited to assessed charges for qualified tuition and related education expenses and/or adjustments to financial aid awards and/or amounts not covered under a third-party funding agreement made on my behalf between North Central Texas College and another entity. I further understand that if North Central Texas College refers my student account balance to a third-party for collection, a collection fee will be assessed and will be due in full at the time of the referral to the third-party. The collection fee will be calculated up to the maximum amount permitted by applicable law, but not to exceed 30 percent of the outstanding amount. 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 will also be responsible for any costs associated with the lawsuit such as court costs, attorney's fees or other applicable costs. I understand and agree that my delinquent account may be reported to one or more of the national credit bureaus. I hereby give authorization to apply all monies due to me from North Central Texas College to any delinquent amount due until the principal account balances as well as any other fees and/or costs are paid in full. I also understand and agree that all disputes about registration or payment will be governed in accordance with the laws of the State of Texas, without regard to the principles of conflicts of laws of the State of Texas. The venue for any lawsuit regarding collection of a delinquent debt will be in Cooke County, Texas.

Drop for Non-Payment: I understand if my course enrollment is changed to a drop for non-payment status, it is my responsibility to initiate and complete any subsequent registration activity for the term.

COMMUNICATION

Method of Communication: I understand and agree North Central Texas College uses my college assigned e-mail account as the official method of communication with me; and therefore, I am responsible for reading the e-mails I receive from North Central Texas College on a timely basis and taking any required action indicated in official correspondence sent to this address.

Contact: I authorize North Central Texas College and its agents and contractors to contact me at my current and any future phone number(s), e-mail address(es) or wireless device(s) regarding my delinquent student account(s)/loan(s), and any other debt I owe to North Central Texas College, and/or to receive general information from North Central Texas College. I authorize North Central Texas College and its agents and contractors to use automated telephone dialing equipment, artificial or pre-recorded voice or text messages, and personal calls and e-mails in their efforts to contact me.

Updating Contact Information: I understand and agree that I am responsible for keeping North Central Texas College up to date with my current contact information. To provide your current name, mailing address, email, and phone number, send an email to the Office of Admissions at admissions@nctc.edu. You can also update your contact information by logging into MyNCTC Portal. For more information, you may call the Admissions Office at 940-668-7731.

METHOD OF BILLING

I understand that my student account statements will be provided to me electronically on the MyNCTC portal and that it is my responsibility to check that electronic statement to verify registration activity and account balance. It is my responsibility to verify my current account balance and comply with payment deadlines. I further understand that failure to review my statement does not constitute a valid reason for not paying my bill on time.

BILLING ERRORS

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

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 in accordance

with the published [Tuition and Fee](#) schedule. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with North Central Texas College may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at North Central Texas College; suspension of some payment method opportunities; collection processes as noted in the Delinquent Account/Collection section, and/or Justice of the Peace proceedings and possible warrants, as a result of a returned check.

WITHDRAWAL

If I decide to completely withdraw from North Central Texas College, I will follow the published [Withdrawal Policy](#), of which I understand and agree.

PRIVACY RIGHTS AND RESPONSIBILITIES

I understand North Central Texas College is bound by the Family Educational Rights and Privacy Act (FERPA), which prohibits North Central Texas College from releasing any information from my education record without my written permission. Therefore, I understand that if I want North Central Texas College to share information from my education record with someone else, I must provide written permission per the [FERPA Student & Parent Guide](#).

Students can update FERPA permissions by logging into the MyNCTC account as use the “Set FERPA Permissions” form at the bottom of the ‘Student’ tab.

I further understand and agree that if I, or an agency to which I provide authorization, submit a request to North Central Texas College for that third-party to fund all or part of my educational expenses at North Central Texas College that this serves as my FERPA release for North Central Texas College to provide that agency with information the agency requires to complete the funding process. I understand and agree that required information may include, but may not be limited to, student account, enrollment, completion, and personal identifying information.

NOTIFICATION OF SOCIAL SECURITY NUMBER COLLECTION AND USAGE

North Central Texas College is required to report Social Security Numbers (SSN) or Taxpayer Identification Numbers (TIN) to meet Internal Revenue Service (IRS) information reporting regulations as well as other federal, state, and contracted business partner funding and reporting requirements. I understand and authorize North Central Texas College to use my SSN/TIN for internal and external credit reporting and collection

purposes for all charges incurred against this account for the duration of my enrollment at North Central Texas College. All entities are mandated by contract and federal law to protect your confidentiality, and SSN/TIN's are confidential and exempt from public records requests.

IRS Form 1098-T: I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to North Central Texas College upon request as required by IRS regulations for Form 1098-T reporting purposes. If I fail to provide my SSN or TIN to North Central Texas College, I agree to pay all IRS fines assessed as a result of my missing SSN/TIN.

I consent to receive my annual IRS Form 1098-T, Tuition Statement, electronically from North Central Texas College for any calendar year in which I am eligible to receive the 1098-T Form. I understand that my act of registration is my consent. However, if I choose to register but wish to withdraw my consent for an electronic Form 1098-T, I understand I must rescind that consent following instructions provided on the [1098-T Information](#) webpage. Upon my consent withdrawal, a paper copy will be provided for eligible calendar years.

STUDENT AGE

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

ADDITIONAL TERMS AND CONDITIONS FOR STUDENTS APPLYING FOR AND/OR RECEIVING FINANCIAL AID, INCLUDING LOANS, GRANTS AND/OR SCHOLARSHIPS

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

I understand 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 and/or do not participate as required by federal law, I

understand my financial aid eligibility may decrease and some or all the financial aid awarded to me may be revoked.

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

I agree to allow financial aid I receive to pay all charges assessed to my account at North Central Texas College such as tuition, fees, campus housing and meal plans, student health insurance, service fees, fines, bookstore charges, or any other amount, in accordance with the terms of the aid.

Federal Aid: I understand 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, fees, and room and board. 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 North Central Texas College to apply my Title IV financial aid to “other charges” assessed to my student account such as student health insurance, bookstore charges, service fees and fines, and any other education related charges. I further understand this authorization will remain in effect until I rescind it. I may withdraw permission for payment to “other charges” at any time by contacting sbr-payments@nctc.edu.

Prizes, Awards, Third-Party Educational Assistance, Scholarships, and Grants:

I understand all prizes, awards, third-party educational assistance, scholarships and/or grants awarded to me or processed by North Central Texas College on my behalf will be credited to my student account and applied toward any outstanding balance. I further understand my receipt of a prize, award, third-party educational assistance, scholarship or grant is considered a financial resource according to federal Title IV financial aid regulations and responsible for reporting that resource as such, which 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. I understand I will be financially responsible for any balance due on my account as a result of such resource reversal.

DISPUTE RESOLUTION

I understand and agree in the case of any dispute with North Central Texas College regarding any terms and conditions of my registration or student life while associated with North Central Texas College, North Central Texas College may require settlement of the dispute through arbitration or mediation rather than civil litigation.

I understand and agree that by leaving this page and choosing to register for courses at North Central Texas College, I am accepting responsibility for my student account and agree to all the responsibilities, terms and conditions as specified in this agreement.

ENTIRE AGREEMENT

This agreement supersedes all prior understandings, representations, negotiations and correspondence between the student and North Central Texas College, 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 to comply with future Board approved policy changes published to the North Central Texas College website and/or a change or modification signed by me. Any modification is specifically limited to those policies and/or terms addressed in the modification.