



Essex County College Student Financial Responsibility Agreement

PAYMENT OF FEES/PROMISE TO PAY

I fully understand and accept that my authorization to enroll and continue to register for classes at Essex County College is fully conditioned on my acceptance of the terms and conditions set forth in this Student Financial Responsibility Agreement (SFRA). 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 Essex County 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 by the published or assigned due date.)

INSTRUCTIONS: Please select the check box and click the “I Accept” button at the end of the Agreement to confirm your acceptance of the terms and conditions, the statement next to the check box, and the information provided in the additional information links contained in the Agreement.

I understand and agree 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.essex.edu/bursar-office/>. I understand that I am responsible for payment of all College charges regardless of whether I am an applicant for and/or recipient of any student financial assistance for my enrollment at Essex County College. I understand that I must make payments on my student billing account to keep my account in good standing until all charges are satisfied whether I am an applicant for and/or recipient of student financial assistance for my enrollment at Essex County College.

I have read the terms and conditions of the published tuition refund schedule and understand those terms are incorporated herein by reference. **I understand my failure to attend class does not absolve me of my financial responsibility as described herein. Further, I acknowledge that while the College will mail billing statements, billing information is always available on the College’s online “myECC” portal, and that I am responsible for all College charges until such charges are completely satisfied by any payment means.**

DELINQUENT ACCOUNT/COLLECTION

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

Late Payment Charge: I understand and agree if I fail to pay my student account bill or any monies due and owing Essex County College by the scheduled due date, Essex County College will assess late payment and/or finance charges at the rate of \$100.00 on the past-due portion of my student account until my past-due account is paid in full.

Collection Agency Fees: I understand and accept if I fail to pay my student account bill or any monies due and owing Essex County College by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, Essex County College may refer

my billing account to a collection agency. I further understand if Essex County College refers my student account balance to a third party for collection, whether an attorney or collection agency, I will be responsible for any costs (including but not limited to collection fees) associated with attempting to collect the monies due and owing. I understand a collection fee will be assessed and will be due and owing in full at the time of the referral to the third party. The collection fees will be calculated at the maximum amount permitted by applicable law but not to exceed 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.

STUDENT AID DISBURSEMENT

Student aid is disbursed to student billing accounts by the Bursar, and the schedule for this process is available here: <https://www.essex.edu/bursar-office/> (see the link “refunding credit balances”).

I acknowledge that any withdrawal or dismissal prior to the 60% time period of a semester requires the College to review a student’s student aid account for the potential of adjustments to student aid in accordance with federal Student Aid and NJ HESAA requirements and that adjustment may result in a balance due to the College. I acknowledge that information about applicable student aid related “refund” policies are available on the College’s Financial Aid Office website at <https://www.essex.edu/fa>.

I acknowledge that regardless of whether I am an applicant for and/or recipient of student financial assistance, and until such time that any student aid for which I am eligible is disbursed to my student billing account, I am responsible for ensuring that my billing account remains current by making payments on the account while there is a balance due to the College.

CONTACT & ELECTRONIC COMMUNICATION

Email Communication: I understand that Essex County College uses email as an official method of communication with students and that, therefore, I am responsible for reading emails I receive from Essex County College on my College email account on a timely basis. I acknowledge that College personnel will only respond to email inquiry from the student’s College email account, and will only address email inquiry to students via the College email account. I agree and consent to the receipt of electronic communications from the College, defined as email to the student’s College email account and information contained in the student’s ECC’s account.

Telephone Communication: I authorize Essex County College and its agents and contractors to contact me at my current and any future landline number(s), cellphone number(s), email address(es), or wireless device(s) regarding my delinquent student account(s)/loan(s), any other debt I owe to Essex County College, or to receive general College information. I authorize Essex County College and its agents and contractors to use automated telephone dialing equipment, artificial or prerecorded 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 or text my cellphone using automated telephone dialing equipment by submitting a clear revocation request to Enrollment Services or to the applicable contractor or agent contacting me on behalf of Essex County College

Updating Contact Information: I understand and agree that I am responsible for keeping Essex County College records up to date with my current mailing addresses, email addresses, and phone numbers by following the procedure at <https://webservice1.essex.edu/>. Upon leaving Essex County College for any reason, I acknowledge that it is my responsibility to provide Essex County College

with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to Essex County College.

PRIVACY RIGHTS & RESPONSIBILITIES

I understand Essex County College is bound by the Family Educational Rights and Privacy Act (FERPA), which prohibits Essex County College from releasing any information from my education record without my written permission. I acknowledge the availability of the College's policy on student records, which is available at this website: <https://www.essex.edu/student-records/>.

I understand if I want Essex County College to share information from my education record with someone else, I must provide written permission by filing a written FERPA authorization addressed to the College's Registrar, who is located in the Office of Enrollment Services. I further understand I may revoke my permission at any time as instructed in the same procedure.

INTERNAL REVENUE SERVICE (IRS) FORM 1098-T

I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to {Institution Name} upon request as required by IRS regulations for Form 1098-T reporting purposes.

I consent to receive my annual IRS Form 1098-T -Tuition Statement electronically from Essex County College. I understand if I do not consent to receive my Form 1098-T electronically, a paper copy will be provided. I understand I can withdraw this consent or request a paper copy by following the instructions at <https://www.essex.edu/wp-content/uploads/2021/01/1098T-STUDENT-Notification-Revised-1-22-2020.pdf>.

ENTIRE AGREEMENT

This agreement supersedes all prior understandings, representations, negotiations, and correspondence between the student and Essex County 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 by Essex County College if the modification is signed by me. Any modification is specifically limited to those policies and/or terms addressed in the modification.

SEVERABILITY CLAUSE

If any provision, term, or clause of this Agreement is declared illegal, unenforceable, or ineffective in a legal forum with competent jurisdiction to do so, this Agreement shall be deemed severable, and all other provisions, terms, and clauses of the Agreement will remain valid and binding on the Parties.

By checking the box, I agree that I have read this entire agreement and understand the terms and conditions as outlined.



**Essex County College
Student Financial
Responsibility Agreement**

Essex County College Anti-Discrimination Statement

I have read this entire agreement and understand the terms and conditions as outlined.

Student's Signature Date

School Official Signature Date

Essex County College Anti-Discrimination Statement

No person shall be subjected to discrimination or harassment on the basis of race, creed, color, nationality, national origin, ancestry, sex, gender identity or expression, affectional or sexual orientation, disability, liability for service in the Armed Forces of the United States. Any Discrimination concern should be brought to the attention of the Chief Compliance Officer/Title IX Coordinator.

Revised: July 2022