

## **FINANCIAL RESPONSIBILITY AGREEMENT - 24-25 ACADEMIC YEAR**

### **PAYMENT OF FEES/PROMISE TO PAY**

I understand when I register for any class at York College of Pennsylvania or receive any service from York College of Pennsylvania, 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 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 York College of Pennsylvania is providing me educational 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 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 [Refund Policy Withdrawals](#). 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.

### **DELINQUENT ACCOUNT/COLLECTION**

**Financial Hold:** I understand and agree if I fail to pay my student account bill or any monies due and owing York College of Pennsylvania by the scheduled due date, York College of Pennsylvania 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 pay my student account bill or any monies due and owing York College of Pennsylvania by the scheduled due date, York College of Pennsylvania will assess a late payment fee at the rate of \$80.00 per month on the past due portion of my student account until my past due account is paid in full or until the end of each semester, whichever comes first.

**Collection Agency Fees:** I understand and accept if I fail to pay my student account bill or any monies due and owing York College of Pennsylvania by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, York College of Pennsylvania may refer my account to a collection agency. If York College of Pennsylvania refers my 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 fee will be calculated at the maximum amount permitted by applicable law, but not to exceed 35 percent 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 will also be responsible for any costs associated with the lawsuit such as court costs, attorney's fees, or other applicable costs. Finally, I understand my delinquent account may be furnished to one or more of the national credit bureaus.

### **COMMUNICATION**

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

**Contact:** I authorize York College of Pennsylvania and its agents and contractors to contact me at my current and any future physical address(es), 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 York College of Pennsylvania, or to receive general information from York College of Pennsylvania. I authorize York College of Pennsylvania 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 or text my cellular telephone using automated telephone dialing equipment by submitting a clear revocation request to the Director of the Business Office or to the applicable contractor or agent contacting me on behalf of York College of Pennsylvania.

**Updating Contact Information:** I understand and agree that I am responsible for keeping York College of Pennsylvania records up to date with my current mailing addresses, email addresses, and phone numbers by completing the [Student Information Change Form](#). Upon leaving York College of Pennsylvania for any reason, it is my responsibility to provide York College of Pennsylvania with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to York College of Pennsylvania.

#### **ENTIRE AGREEMENT**

With the sole exception of any previously signed payment plan between the student and York College of Pennsylvania, this agreement supersedes all prior understandings, representations, negotiations and correspondence between the student and York College of Pennsylvania, 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 York College of Pennsylvania 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, that provision, term, or clause of this Agreement shall be deemed severable, while all other provisions, terms, and clauses of this Agreement will remain valid and binding on the Parties.

#### **FINANCIAL AID**

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, I understand 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 a 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 the financial aid I receive to pay any and all charges assessed to my account at

York College of Pennsylvania such as tuition, fees, campus housing and meal plans, parking permits, 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 housing and food. Title IV financial aid includes aid from the Pell Grant, Supplemental Educational Opportunity Grant (SEOG), Direct Loan, PLUS Loan, and TEACH Grant programs. I authorize York College of Pennsylvania to apply my Title IV financial aid to other charges assessed to my student account such as student health insurance, parking permits, bookstore charges, service fees and fines, and any other education related charges. I further understand this authorization will remain in effect until I leave the institution.

**Prizes, Awards, Scholarships, Grants:** I understand all prizes, awards, scholarships, and grants awarded to me by York College of Pennsylvania will be credited to my student account and applied toward any outstanding balance. I further understand 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 sources.

#### **METHOD OF BILLING**

I understand York College of Pennsylvania uses electronic billing (e-bill) as its official billing method, and I am responsible for viewing and paying my student account e-bill by the scheduled due date. I further understand failure to review my e-bill does not constitute a valid reason for paying my bill after the due date. E-bill information is available on your My.ycp account under the e-bill icon.

#### **BILLING ERRORS**

I understand 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 York College of Pennsylvania.

#### **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 \$80.00. I understand multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with York College of Pennsylvania may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at York College of Pennsylvania.

#### **WITHDRAWAL**

If I decide to completely withdraw from York College of Pennsylvania, I will first raise my hand in the Student Success Network first, which I understand and agree is incorporated herein by reference.

#### **PRIVACY RIGHTS & RESPONSIBILITIES**

I understand York College of Pennsylvania is bound by the Family Educational Rights and Privacy Act (FERPA) which prohibits York College of Pennsylvania from releasing any information from my education record without my written permission. I understand I am able to provide viewable access only of different pieces of information utilizing the [Parent Proxy](#). I understand if I want York College of Pennsylvania to share information to a third party, I must provide written permission through the

[Enrollment Verification Form](#) with details about the information to release. I understand if I want York College of Pennsylvania to speak with a third party regarding any information from my education record, I must provide authorization through the [FERPA Authorization Form](#). I further understand I may revoke my permission at any time as instructed in the same procedure.

**IRS FORM 1098-T**

I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to York College of Pennsylvania 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 York College of Pennsylvania, I agree to pay any and 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 York College of Pennsylvania.

**STUDENT AGE**

I understand and agree if I am younger than the applicable age of majority when I execute this agreement, the educational services provided by York College of Pennsylvania are a necessity, and I am contractually obligated pursuant to the “doctrine of necessities”.