# Student Responsibility for Payment of Educational Services at Southern Illinois University Edwardsville

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

I understand when I register for any class at Southern Illinois University Edwardsville (SIUE) or receive any service from SIUE, 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 SIUE 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 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 <a href="https://www.siue.edu/paying-for-college/tuition-and-fees/refund-policy.shtml">https://www.siue.edu/paying-for-college/tuition-and-fees/refund-policy.shtml</a>. 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.

I understand that my semester courses may be cancelled/dropped if I have not paid at least the minimum payment due by the first payment due date for Fall and Spring semesters.

## **DELINQUENT ACCOUNT/COLLECTION**

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

**Late Payment Charge:** I understand and agree if I fail to pay my student account bill or any monies due and owing SIUE by the scheduled due date, SIUE will assess late fee at the rate of 1% per billing cycle on the past-due portion of my student account until my past-due account is paid in full.

**State Comptroller Act:** I understand and agree that if I fail to pay my student account bill or any monies due and owing SIUE by the scheduled due date, SIUE may submit a claim for the outstanding balance to the State of Illinois under Section 10.05 of the State Comptroller Act. The State Comptroller's Office may take action to collect this debt in accordance with state law.

Collection Agency Fees: I understand and accept if I fail to pay my student account bill or any monies due and owing SIUE by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, SIUE may refer my account to a collection agency. I further understand if SIUE refers my student account balance to a third party for collection, whether an attorney or collection agency, I will be responsible for any fees (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 40% of the amount outstanding.

**Governing Law:** This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions. I agree that the jurisdiction and venue for any lawsuit filed to recover an outstanding balance shall lie exclusively in the appropriate court sitting in Madison

County, Illinois regardless of my domicile at the time of such lawsuit. If a lawsuit is filed to recover an outstanding balance, I shall also be responsible for any fees associated with the lawsuit such as court costs or other applicable fees, including reasonable attorneys' fees.

#### COMMUNICATION

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

**Contact:** I authorize SIUE and its agents and contractors to contact me at my current and any future cellphone number(s), email address(es), or wireless device(s) regarding my delinquent student account(s)/loan(s), any other debt I owe to SIUE, or to receive general information from SIUE. I authorize SIUE 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 Office of the Bursar or to the applicable contractor or agent contacting me on behalf of SIUE.

**Updating Contact Information:** I understand and agree that I am responsible for keeping SIUE records up to date with my current mailing addresses, email addresses, and phone numbers by following the procedure <a href="https://www.siue.edu/registrar/forms/student-forms.shtml">https://www.siue.edu/registrar/forms/student-forms.shtml</a>. To change billing and mailing address, login to CougarNet, select Personal Information, select View and Update Addresses and Phones, scroll down to bottom and click on drop-down by Type of Address, Select Mailing, complete form. To change my Permanent Address, I must submit an "Address Change for Students" form found on SIUE Office of the Registrar home page at <a href="https://www.siue.edu/registrar/forms/">https://www.siue.edu/registrar/forms/</a>. Upon leaving SIUE for any reason, it is my responsibility to provide SIUE with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to SIUE.

#### **ENTIRE AGREEMENT**

This agreement supersedes all prior understandings, representations, negotiations, and correspondence between the student and SIUE relating to the subject matter of this agreement, 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 SIUE if the modification is signed by both parties. 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.

# **FINANCIAL AID**

I understand financial aid described as "estimated" 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 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, do not attend class(es), or do not complete the class(es), 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 class, I agree to repay all revoked financial aid disbursed to my account and resulted in a financial aid overpayment refunded to me.

I agree to allow financial aid I receive to pay any and all charges assessed to my account at SIUE such as tuition, fees, campus housing and meal plans, student health insurance, parking permits, late 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 (FWS) wages, will first be applied to any outstanding balance on my account for tuition, fees, health insurance (if applicable) 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 the University to apply any financial aid I receive to all charges assessed to my student account at the University, up to and including \$200 from any prior academic year. I understand that I may withdraw my consent to use my financial aid for (a) charges from any prior academic year and/or (b) other educationally related charges including textbook rental fee, parking or library fines and late fees. To withdraw my consent, I will contact the SIUE Office of Student Financial Aid to request, and complete, the *Opt-Out of Title IV Aid Paying Prior Year and Other Charges*. After withdrawing consent, I will be required to use my personal funds to pay prior academic year and other charges for this and all future registrations.

**Prizes, Awards, Scholarships, Grants:** I understand all prizes, awards, scholarships, and grants awarded to me by SIUE 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 source.

#### **METHOD OF BILLING**

I understand SIUE uses electronic billing (e-bill) as its official billing method; therefore, 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 at <a href="http://www.siue.edu/bursar/pay-my-bill/view-my-bill.shtml">http://www.siue.edu/bursar/pay-my-bill/view-my-bill.shtml</a>.

#### **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 to my student account.

## RETURNED PAYMENTS/FAILED PAYMENT AGREEMENT

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. I understand multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign

with SIUE may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at SIUE.

#### WITHDRAWAL

If I decide to completely withdraw from SIUE, I will follow the instructions at <a href="https://www.siue.edu/registrar/index.shtml">https://www.siue.edu/registrar/index.shtml</a>, which I understand and agree are incorporated herein by reference. A full or partial withdrawal may result in a financial aid reduction and an outstanding balance owed to the University.

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

I understand SIUE is bound by the <u>Family Educational Rights and Privacy Act (FERPA)</u>, which prohibits SIUE from releasing any information from my education record without my written permission. Therefore, I understand if I want SIUE 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.siue.edu/registrar/services/student-records/privacy.shtml">https://www.siue.edu/registrar/services/student-records/privacy.shtml</a> I further understand I may revoke my permission at any time as instructed in the same procedure. For directions on how to grant permission, go to <a href="https://www.siue.edu/bursar/students-parents/students.shtml">https://www.siue.edu/bursar/students-parents/students.shtml</a>.

# INTERNAL REVENUE SERVICE (IRS) FORM 1098-T

I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to SIUE upon request as required by IRS regulations for Form 1098-T reporting purposes. If I fail to provide my SSN or TIN to SIUE, 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 SIUE. 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 submitting a written request (email or paper) to the SIUE Office of the Bursar. After withdrawing consent, I will continue to receive paper copies for my future registrations.

## **STUDENT AGE**

I understand and agree if I am younger than the applicable age of majority when I execute this agreement, this agreement shall be considered a legally binding promissory note in accordance with the Illinois Student Loans to Minors Act (815 ILCS 155/1).

Effective for registrations on or after October 1, 2023, beginning with Fall Semester 2023.

By selecting the "I Accept" button herein below, I am agreeing to all terms and conditions as set forth herein above and agree to the incorporation of any other related documents. I enter into this Financial Agreement with full knowledge of its legal implications and without coercion and/or promises made to me by the University. I also agree and acknowledge that prior to agreeing to this Financial Agreement, I had the right and option to discuss the terms and conditions herein with a private attorney at my sole cost and expense.

Print Name:	 800#
Signature:	Date: