



## Terms of Agreement Financial Responsibility

### PAYMENT OF FEES/PROMISE TO PAY

I understand that when I register for any class at SOUTHWEST TECH or receive any service from SOUTHWEST TECH, 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 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. §523(a)(8)) in which SOUTHWEST TECH 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 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 fees in accordance with the [published tuition refund schedule](#). 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, receive a bill or refusing financial aid does NOT absolve me of my financial responsibility as described above.

### COMMUNICATION

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

**Contact:** I authorize SOUTHWEST TECH and its agents and contractors to contact me at my current and any future 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 SOUTHWEST TECH, or to receive general information from SOUTHWEST TECH. I authorize SOUTHWEST TECH 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 my cellular phone by submitting my request in writing to the SOUTHWEST TECH's [Business Office](#) or in writing to the applicable contractor or agent contacting me on behalf of SOUTHWEST TECH.

**Updating Contact Information:** I understand and agree that I am responsible for keeping SOUTHWEST TECH records up to date with my current physical addresses, email addresses, and phone numbers through the student portal under 'Edit Profile' or by contacting [Student Services](#). Upon leaving SOUTHWEST TECH for any reason, it is my responsibility to provide SOUTHWEST TECH with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to SOUTHWEST TECH.

### METHOD OF BILLING

I understand that SOUTHWEST TECH uses weekly electronic billing (e-bill) as its official billing method, and therefore I am responsible for viewing and paying my student account e-bill by the first day of the term. I further understand that failure to review my e-bill does not constitute a valid reason for not paying my bill on time. Any questions or concerns regarding my statement should immediately be communicated to the [Business Office](#). You may view your bill, schedule, book list or make a payment at [MySWTC](#). **Payment is due the first day of the term** unless you have Financial Aid or funding through an Agency documentation on file with the Business Office.

### 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, fees and other associated financial obligations assessed as a result of my registration at SOUTHWEST TECH.

## METHODS OF PAYMENT

**Self-Payment:** I understand and agree that SOUTHWEST TECH requires that I pay in full the amount of any fees, tuition, and other miscellaneous charges incurred in connection with my enrollment. ***Fees are due the first day of the term.*** I understand I may be subject to late charges and collection costs if I fail to comply in a timely manner with the payment obligations of this Agreement.

**Payment Plan Students:** I understand and agree that I may elect to enroll in the online Automatic Payment Plan for each semester that I attend SOUTHWEST TECH. The following charges will apply:

- \$30 enrollment fee per semester (ACH & credit card)
- Nonrefundable returned payment fee if a payment is returned.
- If I am terminated from the Payment Plan, I understand the tuition/fees are due immediately and I may be subject to late charges and collection costs.

**Deferred Payment (Agency):** I understand and agree that I must submit written documentation from the sponsoring Agency. I also understand that I am personally responsible for any remaining balance on my account and that it must be paid by the Due Dates indicated.

**Continuing Education Courses:** I understand and agree that I must pay in full the amount of any fees, tuition, and other miscellaneous charges incurred in connection with my enrollment upon registration for continuing education courses.

**Financial Aid Students:** I understand and agree that I may defer the payment of tuition, fees, and/or books until after the final financial aid is disbursed. I also understand that if Financial Aid does not cover the total cost of tuition, fees, and/or books, the balance must be paid within ten (10) days of the final Financial Aid Disbursement. I understand I may be subject to late charges and collection costs if I fail to comply in a timely manner with the payment obligations of this Agreement.

## RETURNED PAYMENTS

If a payment made to my student account is returned by the bank for any reason (check or ACH), I agree to repay the original amount of the payment plus a \$35 returned payment fee to SOUTHWEST TECH. I also understand that I may be subject to late charges and collections costs if I fail to comply in a timely manner with the payment obligations of this Agreement.

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

**Late Payment Charge:** I understand and agree that if I fail to pay my student account bill or any monies due and owing SOUTHWEST TECH by the first day of the term, SOUTHWEST TECH will assess a \$40 late payment fee on my student account.

**Collection Agency Fees:** I understand and accept that if I fail to pay my student account bill or any monies due and owing SOUTHWEST TECH by the first day of the term and fail to make acceptable payment arrangements to bring my account current, SOUTHWEST TECH may refer my delinquent account to a collection agency. I further understand that I am responsible for paying the collection agency fee percentage at a maximum of 50% of my delinquent account, together with all costs and expenses, including reasonable attorney's fees, necessary for the collection of my delinquent account. I understand that my delinquent account may be reported to one or more of the national credit bureaus.

I also understand that SOUTHWEST TECH may certify my past due balance to the Wisconsin Department of Revenue and make a claim for the total due against refunds, overpayments, lottery payments, or vendor payments owed me by the Wisconsin Department of Revenue or Department of Administration.

## DROPPING/WITHDRAWAL

Students **MUST** communicate by email, phone or in person with an [Advisor](#) to discuss what alternative academic assistance may be available and the potential consequences of dropping or withdrawing. **Non-attendance does not reduce fees owed.** Official withdrawal from class(es) does not eliminate my responsibility for any outstanding obligation to the college. The State Refund Policy will be in effect for all withdrawals during the term and any refund will be applied to my obligation to SOUTHWEST TECH. I also understand that dropping or withdrawing from a course is an important decision. ***It may affect current and future financial aid, enrollment, and program status.***

## **PRIVACY RIGHTS & RESPONSIBILITIES**

I understand that SOUTHWEST TECH is bound by the [Family Educational Rights and Privacy Act \(FERPA\)](#) which prohibits SOUTHWEST TECH from releasing any information from my education record without my written permission. Therefore, I understand that if I want SOUTHWEST TECH to share information from my education record with someone else, I must provide written permission to [Student Services](#).

## **IRS FORM 1098-T**

I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to SOUTHWEST TECH upon request as required by Internal Revenue Service (IRS) regulations for 1098-T reporting purposes. If I fail to provide my SSN or TIN to SOUTHWEST TECH, I agree to pay any and all IRS fines assessed as a result of my missing SSN/TIN.

## **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 SOUTHWEST TECH are a necessity, and I am contractually obligated pursuant to the “doctrine of necessities”.

## **FINANCIAL AID**

I understand that if I receive any type of federal financial aid (including Stafford loans and/or PLUS loans) and then withdraw from SOUTHWEST TECH or reduce my credit load, my financial aid eligibility may be re-calculated. A percentage of the aid that I received may be considered unearned and may have to be returned to the funding source, and I will be billed for that amount and any outstanding educational benefit overpayment.

## **CHARGER 360 PROGRAM**

1. Required enrollment for the Charger Tech 360 Program:
  - a. Enrolled or accepted to the waitlist of a Financial Aid eligible program
  - b. Enrolled in 6 program degree credits per semester
2. Opt-in eligibility
  - a. Any student meeting the program eligibility requirements in 1a (above), who enrolls with less than 6 credits will be eligible to opt into the Charger Tech 360 Program>
  - b. Liberal Arts students, no matter credit load, are also eligible to opt in
3. I agree to pay the required fee per semester if eligible for Charger Tech 360. Students will be billed on a semester basis (excludes summer). All payments are due at the time and manner as Tuition and Fees, as published on the College website.
  - a. The WTCS refund policy applies to the technology fee if all courses are not dropped prior to the semester start.
    - i. Technology Fee (HP Laptops): \$300
    - ii. Graphic Web Design Fee: \$425
      1. Graphic Web Design will be charged up to 4 times for this fee over the course of the student’s enrollment
  - b. For more information, please visit the [Charger Tech 360 website](#).

## **TERMS OF AGREEMENT**

This Agreement is effective as of the accepted date and will continue to be in effect indefinitely unless otherwise terminated by SOUTHWEST TECH and until all debts are paid in full.

## **CHANGES IN TERMS**

SOUTHWEST TECH has the right to unilaterally make changes affecting the future terms of my account, including finance charges to be imposed, by mailing to me at my last known address notice of any such changes prior to their effective dates. Any such changes will only apply to future extensions of credit.

## **ENTIRE AGREEMENT**

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

I have read this Agreement and understand it. By clicking the ACCEPT TERMS button, I affix my electronic signature, consent to this Agreement and agree to pay SWTC my outstanding balance, plus fees and costs as set forth above.