

Student Financial Responsibility Agreement

I fully understand and agree that my authorization to enroll and continue to register for courses at Northern Essex Community College (the “College” or “NECC”) is expressly conditioned on my acceptance of the terms and conditions set forth below. In exchange for the opportunity to enroll at Northern Essex Community College, to receive educational services, and for other valuable consideration, I agree to the following terms and conditions:

Payment of Fees/Promise to Pay

I understand and agree that when I register for any class or receive any service at Northern Essex Community College, I am agreeing to accept full responsibility to pay all tuition, fees, and other associated costs assessed as a result of my registration and/or receipt of services regardless of the modality in which they are received by me. I promise to pay for all assessed tuition, fees, and other associated costs by the published or assigned due date.

Financial Aid

I understand that 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 aid program. I understand that 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 and agree that my financial aid eligibility may decrease and some or all 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 aid that was disbursed to my account and resulted in a credit balance that was refunded to me. I agree to allow financial aid I receive, except for Federal Work Study (FWS) wages, to pay any and all charges assessed to my account such as tuition, all mandatory fees, bookstore charges, or any other amount, in accordance with the terms of the aid.

Withdrawal/Failure to Withdraw

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 Withdrawal and Refund Policy available at <https://www.necc.mass.edu/admissions/tuition/refund-policies/>. I have read the terms and conditions of the published Withdrawal and Refund Policy and understand those terms are incorporated herein by reference. I further understand that my failure to attend class or receive a bill does not absolve me of my financial responsibility as described above.

Student Health Insurance/Student Health Plan (SHP)

In accordance with the Commonwealth of Massachusetts, students enrolled in at least 75% of a full-time curriculum (9 credits or more) are required to have health plan coverage. Students who have comparable health plan coverage may waive this charge before the published waiver deadline. Students can submit their electronic waiver at www.gallagherstudent.com/necc. Failure to complete the health plan waiver by the specified deadline may result in automatic enrollment into the NECC SHP and responsibility of the charge.

Delinquent Account/Collection

Financial Hold

I understand and agree that if I fail to pay any balance on my student account or other monies due and owing Northern Essex Community College by the scheduled due date, NECC may place a financial hold on my student account. This hold may prevent me from registering for future classes, obtaining transcripts, or receiving my diploma.

Massachusetts State Intercept

I understand that NECC participates in the Commonwealth of Massachusetts State Intercept program. I further understand that

NECC may refer my delinquent account to the Massachusetts State Intercept program which will intercept my Massachusetts state income tax refunds and/or Massachusetts State Lottery winnings. Any intercepted funds will be applied towards paying my outstanding delinquent balance to NECC.

Collection Agency Fee

I understand and agree that if I fail to pay any balance on my student account or any other monies due and owing Northern Essex Community College by the scheduled due date or fail to make acceptable payment arrangements to bring my account current, my account will become delinquent, and NECC may refer my account to a collection agency. I further understand that if NECC refers my student account balance to a collection agency, a collection fee will be assessed in addition to the balance owed. The collection fee will be calculated to the maximum amount permitted by applicable law but not to exceed 33% of the amount outstanding. For purposes of this provision, the collection agency may be a debt collection company or an attorney. If a lawsuit is filed to recover an outstanding balance, I shall be responsible for any costs the College incurs associated with the lawsuit such as court costs or other applicable costs.

Communication

Method of Communication

I understand and agree that Northern Essex Community College uses e-mail as an official method of communication with me, and that therefore I am responsible for reading the e-mails I receive from NECC on a timely basis.

Updating Contact Information

I understand and agree that I am responsible for keeping NECC records up to date with my current physical addresses, email addresses, and phone numbers by following the procedure set forth by the Office of the Registrar. Upon leaving NECC for any reason, it is my responsibility

to provide my updated contact information for the purposes of continued communication regarding any amounts that remain due and owing to NECC.

Contact

I authorize Northern Essex Community College and its agents and contractors to contact me at my current and any future cellular phone numbers, email addresses or wireless devices regarding my delinquent student account, any other debt I owe to NECC, or to receive general information from the college. I authorize NECC 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 using automated telephone dialing equipment by submitting my request in writing to the Office of the Registrar or in writing to the applicable contractor or agent contacting me on behalf of NECC.

Method of Billing

I understand that Northern Essex Community College conducts business electronically. This includes but is not limited to receiving billing information through my online student account at MyNECC. I understand and agree that I am responsible for viewing and paying my student account by the scheduled due dates. My failure to view my online student account does not absolve me of any financial obligations owed under this agreement.

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 Northern Essex Community College. Should I believe my account to have any billing errors, I agree to contact the Student Accounts Office as soon as possible after noting the error.

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, if applicable. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with NECC may prohibit my eligibility to register for future classes at the college.

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 Northern Essex Community College are a necessity or essential service, and I am contractually obligated under this agreement pursuant to the “doctrine of necessities.”

IRS Form 1098-T

I consent to receive my annual IRS Form 1098-T, Tuition Statement, electronically from NECC (if available). I understand that I can withdraw this consent or request a paper copy by contacting the Student Accounts Office in writing.

Severability

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.

Entire Agreement

This agreement supersedes all prior understandings, representations, negotiations and correspondence between the student and Northern Essex Community College, constitutes the entire agreement between the parties with respect to the matters described, and shall not be modified or affected by any course or dealing or course of

performance. Northern Essex Community College may modify this agreement if I sign the modification. Any modification is specifically limited to those policies and/or terms addressed in the modification.

Student Printed Name

Student ID

Student Signature

Date

Parental or Guardian Signature
(If under 18 years old)

Date