



## **Financial Obligation Agreement (FOA)**

Please read the following information carefully:

PLEASE READ! The agreement below explains your personal financial responsibility to the university/college where you are registering for classes. This is a contract. Please read the agreement in full and reach out to your school with any questions.

### **FOA Summary:**

- Students are expected to make payment in full by the assigned due date.
- The balance owed and date due may be found in Campus Connection - you are expected to log in and review frequently.
- Students are not automatically dropped from classes for non-attendance.
- Failure to follow the proper procedures and/or meet the published deadlines may result in the student being billed for a full or partial semester.
- Financial aid provided to the student at the start of the semester may be returned to the Department of Education if the student is later deemed to be ineligible.
- Late fees are assessed on past due balances and registration in future semesters will be restricted as well.

Please remember that you are responsible for all of the conditions described, regardless of personal circumstance or errors in judgement.

By registering for courses at an institution (or institutions) within the North Dakota University System (Bismarck State College, Dakota College at Bottineau, Dickinson State University, Lake Region State College, Mayville State University, Minot State University, North Dakota State College of Science, North Dakota State University, University of North Dakota, Valley City State University, Williston State College; with a separate agreement required for each institution of enrollment):

### **A. Prior to enrollment for the selected term, I understand and agree to the following:**

1. My authorization to enroll in courses by this institution is expressly conditioned upon acceptance of all terms and conditions set forth in this agreement. I must sign this agreement only upon initial enrollment each term, and all assessed charges thereafter are covered by this initial agreement.
2. I am incurring a legal obligation to pay all charges assessed to my Campus Connection account by my institution's published or assigned due date, including, but not limited to tuition and fees, housing charges, and late payment fees. I will check my Campus Connection account frequently throughout the term to ensure that I am aware of and pay for any charges that are assessed.

3. I, the student, am personally responsible for payment of all costs when due, regardless of my eligibility for financial aid or other financial assistance.
4. If I expect financial aid or a third party to pay all or part of my financial obligations to my institution, it is my responsibility to meet all requirements for timely disbursement to my student account. My financial aid may be adjusted due to eligibility, and I agree to pay back to my institution any amounts for which I am or may later become ineligible under financial aid regulations.
5. I accept full financial responsibility for each registered course, including those I may add after the initial registration for the term, at the applicable tuition rate and finalized course delivery method. I acknowledge that non-attendance or non-participation does not relieve me of financial responsibility for the courses in which I am enrolled.
6. I understand that I am responsible for monitoring my account to ensure that all charges assessed are accurate and reflect my true classification as a student. For example, this includes but is not limited to, residency and academic major. I will follow the proper procedures for making updates to my account and meet all published deadlines in doing so.
7. Sanctions that result from academic misconduct (including, but not limited to cheating, plagiarism, fabrication, sabotage, and collusion) may include the forfeiture of my eligibility to receive a prorated refund of tuition, fees and/or other charges assessed to my Campus Connection account.
8. I must adhere to my institution's procedures and deadlines for dropping or withdrawing from courses, whether I have attended these courses or not. I have the ability to drop some, but not all courses, through Campus Connection. If I intend to withdraw from the semester, I should not drop any individual courses and must instead withdraw using the appropriate process and offices required by my institution. I may be fully responsible for my financial obligation to my institution for those courses, in accordance with my institution's refund policy.
9. My financial obligation to my institution may not be dischargeable under the United States Bankruptcy Code.

**B. If I fail to meet my financial obligations, I understand and agree to the following:**

1. I may be assessed late fees on my outstanding balance.
2. I may be restricted from future registration.
3. I may be denied campus services.
4. I may be required to pre-pay for future semesters.
5. My account may be referred to a collection agency, and that I will pay all collection costs associated with such a referral, including but not limited to attorney fees, collection agency fees, which may include a percentage-based collection fee of up to 50%, court costs, and other fees, on top of any amounts that I owe to my institution.
6. My account may be reported to one or more of the national credit bureaus if my student account becomes 30 days or more delinquent.

**C. In order for my institution to effectively communicate with me, I understand and agree to the following:**

1. I am responsible for keeping my institutional records up to date in Campus Connection, while I am enrolled and after I am no longer enrolled. To include, but not limited to my current and future physical addresses, email addresses and phone numbers, and for purpose of continued communication regarding any amounts that remain due and owing to my institution. I certify that the contact information I have provided or will provide in the future will be valid, and in the case of phone numbers, that I am permitted to receive calls at each number provided. Failure to provide updated information does not invalidate this agreement.
2. My institution uses e-mail as an official method of communication with me, and therefore I am responsible for reading the e-mails I receive from my institution in a timely manner, including emails that may be diverted to a spam, junk mail, or another folder.
3. My institution uses phone calls and text messaging as an official method of communication with me, and therefore I am responsible for answering calls, listening to voicemails, and reading text messages I receive from my institution in a timely manner.
4. I expressly consent to the following:
  - a) I may be contacted by my institution or agencies contracted to act on their behalf, for any and all purposes related to my student account, educational loan, and/or any other debt I owe now or may owe in the future, and/or to receive general information.
  - b) I may be contacted in any way, including mail, email, text messaging, phone calls (including prerecorded messages or artificial voice), and calls and messages delivered using an automatic phone dialing system or an automatic texting system. Contact may be made using the contact information I provide to the institution or through other contact information my institution can reasonably associate with my debt, including skip tracing, caller ID capture, and/or other methods. Messages may be left via the contact method used, such as an answering machine, voice mail, text message or email. Automated messages may be played when my phone is answered whether by me or by someone else.
  - c) Any communications with me may be recorded or listened to.
  - d) My phone or cellular provider may charge me for any attempts made to contact me.

I may withdraw the consent given in Section C.4 at any time by submitting a request in writing or other approved request methods to my institution or to the person contacting me on my institution's behalf.

Please contact your institution and/or the respective website for any specific questions and details.