

SAMPLE CONTINUOUS ENROLLMENT CONTRACT

(Name of school) **Continuous Enrollment Contract**

Because **(name of school)** recognizes the value of long-term relationships with families in the education of their children, we offer you this continuous enrollment contract. This contract provides you the comfort of knowing that your child's seat is secure and frees you from unnecessary electronic submissions. From the time of admission, your child will be considered enrolled at **(name of school)** through **(highest grade level such as 8th or 12th)** graduation unless the parent, a guardian, or the school provides notice of a change in this relationship. The student's annual re-enrollment is therefore an opt-out process with a deadline by which to notify the school using the process described below if your child is not returning to **(name of school)**.

This continuous enrollment contract (the "Enrollment Contract") is made and entered between **(name of school)** (the "School") and the undersigned responsible party(ies) (the "Responsible Party(ies)") for the student. In consideration of enrollment in the School, the Responsible Party(ies), do hereby agree to the following:

Term of Enrollment Contract: This Enrollment Contract applies for the first academic year for which it is signed and will automatically renew for each successive academic year until the earlier of (1) the student's graduation from the School or (2) termination by either party in accordance with the terms set forth in the Termination section below.

Schedule of Tuition and Fees: Each year in **January**, the School shall publish a Schedule of Tuition and Fees, which may be adjusted annually by the **Head of School (or Board of Trustees for parish schools governed by a board of limited or specified jurisdiction)** for the upcoming academic year. The Schedule of Tuition and Fees shall include the tuition amount, Enrollment Deposit amount, tuition assistance and financial aid if any is awarded to the student by the School, and such other fees as the **Head of School (or Board of Trustees, if applicable)** may approve. Any incidental expenses or fees not included in the fees quoted on the Schedule of Tuition and Fees will be billed separately by the School for such activities in which the student participates.

Payments Due: The Responsible Party(ies) agree to pay the initial Enrollment Deposit upon execution of this Enrollment Contract, and to pay all tuition, fees, and subsequent Enrollment Deposits for future years as they become due. The Enrollment Deposit for each subsequent academic year shall be billed to the Responsible Party(ies) shortly after **March 1** (the "Opt-out Date") each year for the following academic year, provided the Responsible Party(ies) have not notified the School by the opt-out date of their intention to withdraw for the upcoming year as described in the Termination section below. The Enrollment Deposit amount, which will be published annually in the School's Schedule of Tuition and Fees, is due and payable once billed, is nonrefundable under any and all circumstances, and will be credited to tuition and fees. An enrollment seat cannot be guaranteed for an academic year until the Enrollment Deposit for that year is received.

Payment plans: The Responsible Party(ies) understand that the Responsible Party(ies) are financially responsible, jointly and severally in the case of multiple Responsible Party(ies), for tuition, fees, and the Enrollment Deposit for the entire academic year; provided, however, the School agrees not to hold the Responsible Party(ies) financially responsible for the balance of an upcoming academic year's tuition and fees if the School receives written notice from the Responsible Party(ies) of the intention to withdraw the student on or before **March 1** for an upcoming academic year (the "Opt-Out Date").

The Responsible Party(ies) understand that if enrollment is canceled on or after the Enrollment opt-out date for any reason whatsoever, including withdrawal, dismissal, or expulsion, the obligation to pay the tuition, fees, and Enrollment Deposit is as follows:

[INSERT SCHOOL-SPECIFIC PENALTY TERMS HERE – SAMPLE LANGUAGE BELOW]

OPTION 1:

The full academic year is unconditional and no portion of such tuition, fees, and Enrollment Deposit so paid or outstanding will be refunded or canceled.

OPTION 2:

March 1 – Opt-out with no fee

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March 1 – June 1 – Enrollment Deposit is non-refundable, no tuition penalty

After June 1 - 10% of tuition

July-Aug – 25% of tuition

Sept or later – 50% of tuition

December or later – 100% of tuition

OPTION 3:

If you prefer to not penalize by % of tuition, your policy could look like:

March 1 – Opt-out with no fee

March 1 – June 1 – Enrollment Deposit is non-refundable, no tuition penalty

After June 1 – 1 month tuition

After August 1 - 2 months tuition from the date a child disenrolls

[INSERT SPECIAL CONSIDERATIONS HERE IF APPLICABLE]

Special Considerations. _____ School recognizes that family plans change. For any unique circumstances (such as the following) families disenrolling after the announced deadline will be exempt from the above tuition penalty:

- Moving/Relocation 25+ miles away from _____ School.
- Educational needs for the student that can no longer be met at _____ School as determined by faculty and school leadership.
- Dis-enrollment at the request of _____ School.
- Other circumstances as approved by the Board of Directors.

The Responsible Party(ies) understand that they must select a payment plan offered by FACTS Tuition Management System and that the Responsible Party(ies) are responsible for all payment plan fees charged by FACTS Tuition Management System. The Responsible Party(ies) understand that if the Responsible Party(ies) do not elect a payment plan, the Responsible Party(ies) will be automatically enrolled and responsible for all fees associated with the 10-MONTH PAYMENT PLAN SELECTION. The Responsible Party(ies) understand that the Responsible Party(ies) will elect their payment plan through the FACTS Tuition Management System and that their election will remain in effect unless changed by the Responsible Party(ies) for a subsequent academic year.

According to policy established by the Head of School (or Board of Trustees, if applicable), a student for whom tuition or fees are past due may be prohibited from attending class and may also be subject to dismissal; a monthly 1.5 % finance charge will be applied for balances over 15 days past due. In the event that appropriate tuition or fees are not paid and the School is forced to take formal collection procedures, the Responsible Party(ies) will be liable to the School for reasonable attorney's fees, plus all other reasonable expenses incurred by the School in collecting the delinquency to the extent allowed by law. Enrollment Deposit, tuition, supplies, optional services, and incidental fees will be invoiced using the FACTS Tuition Management Plan.

Termination: Enrollment Contract may be terminated prior to the student's graduation from the School (1) by the School or (2) by the Responsible Party(ies) providing written notice to the School of termination. If the written notice of termination is received by the School prior to the opt-out date for an upcoming academic year, then the Enrollment Contract shall not renew for the upcoming academic year.

The Responsible Party(ies) understand the student may be required to withdraw or be dismissed from the School because of disregard for rules and regulations, violations of the law, personal maladjustment, prolonged academic deficiency, failure to comply with policies outlined in the Student/Parent Handbook, nonpayment of tuition and/or fees as required, or when the Head of School deems it in the best interest of the student or the School. In the event the student withdraws or is dismissed, the balance of any outstanding tuition for the current academic year will be due immediately and payable to the School.

Other Conditions: It is understood that enrollment for an academic year is contingent upon the student's satisfactory completion of the previous academic year and the Responsible Party(ies) remaining in good financial standing with the School. Grade, classroom, and course placement are determined in the sole discretion of the School. The School reserves the right to determine how and by what method education instruction will be provided to students.

The School reserves the right to adjust the School calendar as needed. In the event the School is unable to meet in person for any reason, the School may continue to operate on a distance-learning basis as deemed

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necessary by the Principal in his or her sole discretion. In such an event, the School may extend the school year up to and including June 30. The School may also schedule weekend classes.

By signing this Enrollment Contract, the Responsible Party(ies) agree(s) to accept and adhere to the policies, rules, and regulations of the School as set forth in this Enrollment Contract, the Student/Parent Handbook, as may be amended from time to time, and such other policies, rules, regulations, and instructions as may be provided by the School.

ELECTRONIC SIGNATURES TO BE AFFIXED USING FACTS Application and Enrollment Module.