

# ENROLLMENT CONTRACT

## TERMS & CONDITIONS

These Terms & Conditions are a part of the Enrollment Contract ("Contract") for the child ("Student") in the Contract with Academy of Whole Learning ("AOWL" or "School"). In these Terms & Conditions, "I" and "me" and other first person pronouns refer to each person enrolling the Student in AOWL or responsible for paying his or her tuition (e.g. parent, guardian, relative, etc.).

### Enrollment

**1. GUARANTEED ENROLLMENT.** For budgeting purposes and to make sure that the School operates as intended — e.g. staffing and classroom planning — AOWL needs to establish its actual enrollment sufficiently in advance of the start of the School Year. Therefore, to guarantee enrollment in AOWL of my Student for the School Year, I understand that I must do both of the following on or before the date specified in the Contract ("Deadline Date"):

1.1. **Accept the Contract.** I must formally accept the Contract by signing it electronically or manually and returning it to AOWL so the School actually receives it no later than the Deadline Date (which also has the effect of these T&Cs being accepted by me); and

1.2. **Pay the Deposit.** The "Deposit" in the Contract must be paid in full to AOWL and received by the School by the Deadline Date in the Contract. Paying the Deposit has the same effect as signing the Contract. *Please note that the Deposit is non-refundable.*

**2. SIBLING ENROLLMENT.** Siblings are welcome to apply. In our experience, siblings offer a unique understanding of the social and academic needs of our students and, for that reason, will usually be given enrollment preference if they otherwise qualify.

### Tuition & Fees

**3. IN GENERAL.** Each year, the Board sets (i) the tuition for the upcoming school year; (ii) the technology fee for the upcoming year; and (iii) other charges, if any, assessable to all enrolled students. AOWL will post the following school year tuition and fees by March 1st on the website. By signing the Evergreen Contract, I agree to pay each year's posted tuition amount. The amount of Total Tuition & Fees owed during the year is reduced by the Deposit paid. It shall be further reduced, if applicable, by any Tuition Assistance awarded. The amount of Total Tuition & Fees is increased, if applicable, by the amount of any and all Optional Student Services that are used by my Student during the School Year or other times.

**4. UNCONDITIONAL.** Once AOWL receives an accepted Contract and Deposit, the School is relying on my Student's enrollment and the other students enrolled for the entire School Year. I therefore understand and agree that (i) the obligation to pay the full amount of the Total Tuition & Fees specified in the Contract for that School Year shall be unconditional; and (ii) under no circumstances will any portion of the Total Tuition & Fees be refunded, forgiven or reduced, except as otherwise expressly provided in the Contract.

**5. PAYMENT OF TUITION.** Tuition and fee payments will be made through the online tuition payment system. I agree to pay 100% of the Total Tuition & Fees to AOWL for the entire School Year regardless of whether my Student is absent from School, withdraws from AOWL, is dismissed for any reason, or otherwise ceases to attend the School for any reason for all or part of the School Year. The only exceptions are the following:

5.1. **Extraordinary Event or Circumstances.** One or both of the parties is unable to fulfill the Contract on account of (i) war, strike, riot, crime, or another extraordinary event or circumstance; or (ii) the occurrence of long-term medical emergency. Tuition shall be suspended temporarily during such time, following documented evidence of a materially substantial financial impact as determined by a third-party tuition assistance reviewer.

5.2. **Permanent Change of Residence.** In the event that the Student changes his or her legal residence by moving more than 100 miles from the School, then after AOWL receives one month's written notice and a written transcript request from the Student's new school or district, the Total Tuition & Fees for that School Year shall be terminated prorata.

5.3. **Other.** No other suspension or termination of the Total Tuition & Fees shall be allowed unless and to the extent it is approved in writing by both (i) the Executive Director, and (ii) the Board by a majority vote of its members with no conflict of interest in that matter.

**6. WITHDRAWAL:** To withdraw a student for the following academic year, you must complete the AOWL Official Withdrawal Notification Form found on our website. Your account must be up-to-date before the withdrawal is final.

**7. FAILURE TO PAY TUITIONS OR FEES.** My Student cannot begin or continue attending the School in August or January if I am not current in the payment of all tuition and fees for the previous school year or the current school year. I recognize that AOWL will not reserve any place for my Student for the following school year if I fail to satisfy all financial obligations by May 25 of the preceding school year. I understand and agree that the School may immediately dismiss my Student if I fail to pay all past due tuition and fees within fifteen (15) calendar days after receiving written notice from AOWL of its intent to dismiss my Student for failure to pay tuition or fees. I agree to pay all costs and expenses, including reasonable attorney fees, which the School incurs to collect unpaid tuition and fees. .

**8. TUITION ASSISTANCE.** AOWL may grant tuition assistance in such amounts and on such terms as it decides in its sole discretion based on available funds and other factors.

8.1. *Not Guaranteed.* Tuition assistance determinations are made independently from this Contract. Nothing in this Contract shall be deemed to be any form of guaranty, promise, understanding or agreement that my Student will receive tuition assistance.

## Miscellaneous

**9. EXPECTATIONS.** I agree to read and abide by the Family Handbook of AOWL — available on the School's website — as it is amended from time to time and make an effort to review the Family Handbook with my Student so it is understood to the best of his or her abilities. We agree to abide in good faith with all of the School's rules and regulations in effect at the time. We recognize that certain academic and behavioral standards, as well as specific clothing and grooming standards, are required by the School of all students.

**10. EXPULSION.** The administration, teachers, and staff may take all action needed to ensure the effective operation of AOWL. The School may take any action necessary — up to and including expulsion — if at any time (i) the Student's conduct or actions materially interfere with School programs or operations, (ii) he or she brings discredit to AOWL, (iii) the School cannot meet his or her educational or behavioral needs, or (iv) the Student impedes the School's ability to meet its educational objectives or makes a constructive relationship extremely difficult.

A positive and constructive relationship between the Academy and the Student's Parent(s) or other adults interacting with the Academy and/or Academy community by virtue of their relationship with Student is essential to the mission of the Academy.

Thus, the Academy reserves the right to expel, dismiss or otherwise remove the Student if the Head of School or his/her designee, concludes in his/her discretion, the student's behavior or the actions of the Parent(s) or other person(s) interacting with the Academy and/or Academy community by virtue of their relationship with

the Student impede the Academy's ability to meet its educational objectives or mission or make a positive or constructive relationship extremely difficult or impossible.

**11. BOARD REVIEW.** In the event of an expulsion, I may request that the Board review that action, provided I do so in writing within ten (10) calendar days of that decision. No member of the Board who has a conflict of interest will (i) participate in that review or be present while it is discussed, or (ii) vote in connection with the decision. Any action by the Board requires a majority vote of its members with no conflict of interest in the expulsion or related matters.

**12. NECESSARY SERVICES.** In the event that our staff deems it necessary for the Student to receive additional support and services in order to attend our School, I agree to pay for these supports and services through my health insurance or private pay. If I am unwilling or unable to pay for these services, AOWL reserves the right to dismiss the participant and the remaining programming year tuition charges will be incurred.

**13. LIABILITY FOR DAMAGES.** I agree to be wholly responsible for any damages that the Student causes to the real or personal property of the School (whether or not there was intent to cause that damage). I shall also pay all costs and expenses, including reasonable attorney fees, which the School incurs to recover from me damages that are caused by the Student.

**14. PERMISSIVE USE.** I hereby grant permission for the School to use photographs, videos, images and/or interviews of my Student for educational and/or school-related purposes. I also give the School permission to publish directory information electronically and/or hardcopy by providing it to staff, students, and others in the AOWL community.

Parent(s) understand that these permissions may be revoked by delivering written notice of revocation to the Academy at any time.

## **Rules of Construction**

**15. AMENDMENTS.** School reserves the right to amend from time to time the Terms & Conditions, the AOWL Family Handbook, its rules and regulations, and other policies and procedures determined by AOWL to be needed for its operations.

**16. WAIVER.** No waiver of the School's rights under the Contract or these Terms & Conditions will be deemed to be binding on the School unless it is in writing and executed by the Executive Director of AOWL, its Board, or one of their duly authorized designees.

**17. NOTICE & EMAIL.** Notice is only effective upon receipt. A "writing" includes an email and notice may be given by email. An emailed notice shall be deemed to be received if it is either (i) sent to an email address on file for that purpose, or (ii) acknowledged by the recipient.

**18. MISCELLANEOUS.** The validity and interpretation of this Contract shall be governed by the laws of the State of Minnesota (but without regard to its choice of law rules). If any provision of this Contract is invalid, illegal or incapable of being enforced by any reason of any rule of law or public policy, all other conditions and provisions shall remain in full force and effect.