

# Sacred Hearts Academy

## Enrollment Contract

2017-2018 Academic Year

In consideration of enrolling the student named below (hereafter referred to as "Student") for the 2017-2018 academic year at Sacred Hearts Academy (hereafter referred to as "Academy"), the undersigned parent(s), guardian(s) and/or adults(s) financially responsible for payment under this contract (hereafter referred to as "Parent"), agrees to pay to the Academy and/or its agent, TADS (hereafter referred to as "Agent"), the base tuition plus any and all fees as shown on the reverse side of this Agreement (hereafter referred to as "Exhibit A"). Parent agrees that Exhibit A is an integral part of this contract and accepts the tuition, fees, expenses, payment terms, amounts, and due dates applicable to the Student's grade level (JK through 12) and the selected Payment Plan (A, B, C, D, or E). Parent further agrees that payment of all amounts due and owing under this contract is a condition of Student's continued enrollment at the Academy.

**Obligation, Contract Cancellation, Proration:** Parent understands and agrees to pay the tuition, fees and expenses for the full academic year (for the Student's grade level as disclosed in Exhibit A, and for the Payment Plan selected by parent). No portion of any amount due hereunder will be refunded or cancelled because of absence, illness, injury, withdrawal, suspension, or dismissal of the Student during the academic year, except when a withdrawal is due to a military transfer order and a photocopy of the order is submitted with a written notice of withdrawal. However, this agreement shall be null and void if the Parent notifies the Academy in writing by **July 21, 2017** that the Student will not be enrolling in the Academy for the 2017-2018 academic year. A Reservation Deposit shall be refunded only if written notice is received by the dates stated below (see Reservation Deposit, Deposit Refund Deadlines). Base tuition will be prorated on a daily basis for late admissions.

**Tuition Refund Plan (TRP) insurance:** Tuition Refund Plan insurance (hereafter referred to as "TRP") is required for all students on Plans B, C, D, and E. TRP is optional for students on Plan A. Accounts covered by TRP will be assessed an insurance premium fee of 2.0% of base tuition. If Student withdraws from the Academy or is dismissed, or upon the death of Student's Parent during the school year, the insurer will pay benefits (subject to the insurance policy's terms, conditions and limitations and based on the amount insured) to the Academy, which will then be applied to Student's account balance remaining to be paid. Excess benefits will be refunded to Parent by the Academy. Benefit rates are: 100% of the unused yearly insured tuition for most medically required withdrawals, or death of Parent; 75% of the unused yearly insured tuition for dismissals (provided the student has attended more than fourteen consecutive calendar days beginning with the student's first class day of attendance in the academic year); and 60% of the unused yearly insured tuition for non-medical withdrawals (provided the student has attended more than fourteen consecutive calendar days beginning with the student's first class day of attendance in the academic year) or for medically required withdrawals due to mental/nervous disability. Please refer to the Tuition Refund Plan brochure for terms and conditions of coverage.

**Add-On Programs:** Parent understands and agrees to pay the add-on program fee(s) described below and in Exhibit A for the add-on programs selected below (if any), as indicated by Parent's initials:

**After School Care (ASC) Program:** The ASC program is for the full academic year (not by semester), and is held from 2:00 P.M. - 6:00 P.M. on the same days that regular Academy classes are held during the 2017-2018 academic year. Grades K through 6 administered by Kamaaina Kids and JK administered by Sacred Hearts Academy.

**English as a Second Language (ESL) Program:** The ESL program is for the full academic year (not by semester), and is held on the same days and at the same times that regular Academy classes are held during the 2017-2018 academic year.

**Payment Plan Selection:** Parent agrees to be bound by the terms and conditions of the Payment Plan described in Exhibit A and selected by parent.

**Reservation Deposit, Deposit Refund Deadlines:** A reservation deposit must be submitted with this signed Agreement. The minimum deposit amount is \$250. (The deposit is subtracted from tuition and fees charged to determine the amount(s) due under the selected Payment Plan.) For currently enrolled students, the deadline to reserve placement for the 2017-2018 academic year is **March 16, 2017**. The reservation deposit is refundable only if enrollment is cancelled in writing by: (1) **April 14, 2017** for students entering grades 6 through 12, (2) **May 10, 2017** for students entering grades JKG through 5, or (3) **July 21, 2017** if cancellation is due to a military transfer order and a photocopy of the order is submitted with a written notice of enrollment cancellation.

**Delinquent Payments and/or Default:** Parent will be in default of this Agreement if all payments due hereunder are not made in the amounts required and/or when required. If Parent is in default of this Agreement, and this Agreement is subsequently placed with an attorney for enforcement, then Parent agrees to pay, in addition to the amounts owed under this contract in accordance with Exhibit A: (1) interest at a rate of 12% APR; (2) all costs of collections; and (3) reasonable attorney fees. In addition to recovering such damages, the Academy may, in its sole discretion: (1) suspend Student if the account is more than 30 days past due unless alternative payment arrangements have been made in writing and accepted by the Academy's Administrative Appeals Committee; and/or (2) prohibit Student from taking examinations, participating in graduation, or obtaining a diploma until the account is paid-in-full; and/or (3) dismiss Student from the Academy.

**Student Health and/or Accident Insurance:** Parent agrees to obtain and maintain health and/or accident insurance coverage for Student throughout the 2017-2018 academic year, and to provide to the Academy the insurance carrier's name and policy or member number:

HMSA  Kaiser  Other: \_\_\_\_\_ Policy or Member No. \_\_\_\_\_

**Academic Suspension or Social Misconduct:** Parent agrees that Student shall abide by the Academy's policies, rules, regulations, and code of conduct as contained in the current Student Handbook and/or embodied in general campus practices. Parent further agrees to accept decisions by the Academy's Principal, Vice-Principals, or Deans to suspend and/or dismiss Student for cause such as, but not limited to, inadequate academic performance of the Student, misconduct of the Student, or misconduct of Parent which interferes with faculty, staff, or operations of the Academy. Suspension or dismissal for such cause does not relieve Parent of the payment obligation under this contract.

**Severance clause:** If any portion of this Agreement is determined by a court to be invalid or unenforceable, then the remainder of this Agreement shall not be affected and shall be given full force and effect.

**Student:** \_\_\_\_\_ **Grade:** \_\_\_\_\_

The undersigned has read all pages of this Enrollment Contract, including Exhibit A, and the terms of this Agreement are understood and accepted by the undersigned, who agree to be financially responsible for the terms of this Agreement.

_____ Father's (or Guardian's) signature	_____ date	_____ Mother's (or Guardian's) signature	_____ date	_____ Other financially responsible adult	_____ date
_____ Print name		_____ Print name		_____ Print name	