



IMMACULATE CONCEPTION & OUR LADY OF PERPETUAL HELP SCHOOL

Over a century of commitment to educating the whole child...

IMMACULATE CONCEPTION / OUR LADY OF PERPETUAL HELP

ENROLLMENT CONTRACT 2016-17

This Contract is entered into by and between the undersigned parents/guardians of the child/children listed below and the School for the 2016 – 2017 academic year (“Academic Year”).

	Student Name	Grade 2016 – 2017
Student 1:	_____	_____
Student 2:	_____	_____
Student 3:	_____	_____
Student 4:	_____	_____

- 1. Enrollment:** Students are enrolled for the entire Academic Year. This Contract applies only for the Academic Year. Students must register for enrollment for each school year and re-enrollment is not guaranteed. We agree to all terms and conditions set forth herein and to pay the required amounts by the dates indicated.
- 2. Tuition:** Appendix A to this Contract sets forth the tuition and fee schedule for the Academic Year, and is part of this Contract.
- 3. Tuition Advance:** We understand that to reserve a place for our student(s) for the Academic Year, this Contract and a non-refundable Tuition Advance equal to 10% of the total tuition for the Student(s) listed above, (capped at \$1,000 per family), must be returned to the School not later March 23, 2016 at 4:00 p.m.
 - A. The Tuition Advance shall be paid to the School with the return of this Contract.
 - B. The Tuition Advance is credited toward the tuition for the Academic Year.
 - C. *Please remit payment for the Tuition Advance made payable to the School.*
- 4. No Refunds:** Tuition will not be refunded in the event of withdrawal or dismissal for any reason whatsoever, nor for vacations, illnesses, weather related closures, or other missed school days.
- 5. Smart Tuition:** Except as otherwise provided herein, tuition payments subsequent to the Tuition Advance are administered through Smart Tuition. The Smart Tuition form shall be completed and returned with this Contract not later than **March 23, 2016** (except as to those persons selecting the *Annual Payment* option, see below). Admission for the Academic Year is not complete until the Tuition Advance is received by the School and the Smart Tuition form is fully completed.

6. **Tuition Payment:** There are three tuition payment options for the Academic Year. We agree to the following payment option (if no payment option is selected, the family will be placed on payment option (C)):

- (A) _____ Payment in full at the beginning of the school year, due not later than July 1, 2016;
- (B) _____ Payment in four (4) equal installments, due on May 1, 2016, August 1, 2016, November 1, 2016, and February 1, 2017; or
- (C) _____ Payment in ten (10) equal installments, due on May 1, June 1, July 1, August 1, September 1, October 1, November 1, December 1, 2016, January 1, and February 1, 2017.

7. **Tuition Processing For Annual Payment Option:** Persons electing payment option (A), Annual Payment, will be invoiced by the School, **and should not return the Smart Tuition form.** We understand that tuition payments shall be deemed late after ten (10) days from the date any such payment is due.

8. **Tuition Processing For Quarterly & 10 Mos. Payment Options:** Persons electing payment option (B) or (C), shall pay tuition by either automatic account debit or automatic credit card debit (a/k/a electronic funds transfer) through Smart Tuition. We understand that payment by either automatic account debit or automatic credit card debit shall occur on the dates as selected by the undersigned on the Smart Tuition Agreement. Tuition payments shall be deemed late after ten (10) days from the date any such payment is due. Late fees will be automatically assessed by Smart Tuition on any tuition payments that are late, as set forth herein.

9. **Student/Family Account:** We understand and agree that an account balance, in addition to tuition, may include charges for Extended Care, Graduation (8th Grade), Band, subscriptions, field trips, and miscellaneous items. We understand and agree that if tuition or any other payments are not current, the School may not allow the student to start school or be admitted to any class or activity and may refuse to issue transcripts and reports.

12. **Fundraising / Volunteer Activities:** The School is committed to maintaining tuition at levels so that no child from a deserving family will be denied admission for financial reasons. There is a gap of approximately \$2,000.00 per student (first student tuition) between tuition and the actual cost to educate the child. Accordingly, we agree that we will participate in the fundraising and service activities set forth below.

Service: In addition to tuition and fees all families are required to serve 40 approved service hours each school year for the School (20 hours per single parent/guardian). Those unable to meet this requirement may be excused by paying \$20 per hour for each hour they do not serve (to a maximum of \$800 for zero service hours). This fee will be assessed and payable before the end of the school year.

_____ In lieu of volunteer service hours, we prefer to make a cash donation of \$800.00 per family/\$400 per single parent by **September 30, 2016.** *The fee shall be paid directly to the School.*

Sausage Festival: The Sausage Festival provides support for the School, and requires a significant commitment of volunteer time. Families are **required** to fulfill four (4) volunteer hours for the Sausage Festival, and are responsible for the sale of two (2) books of raffle tickets.

Auction: The Auction provides support for the School, and requires a significant commitment of volunteer time. Parents are **highly encouraged** to consider meeting some of their volunteer hour commitment in support of the Auction.

_____ I/We are interested in fulfilling all or part of our volunteer hour commitment in support of the Auction.

Fundraising: Every family with students in grades K-8 will be required to support our fundraising endeavors at the level of \$700 through three fundraisers: SCRIP, the Auction, and the Annual Gift Campaign.

The fundraising requirement must be met before May 1ST of the Academic Year. Families that do not meet their fundraising obligation will be billed the difference in April of the school year.

Families may meet their fundraising obligation through any combination of the following:

- (a) Participation in the SCRIP program by purchasing SCRIP;
- (b) Procuring items for the Auction or making a monetary donation to the Auction. Items procured for the Auction will be valued at the amount the item sells for at the Auction up to a maximum of market value. Monetary donations in support of the Auction should be made not later than the Auction item procurement deadline.
- (c) Participation in the Annual Gift Campaign.

13. Entire Agreement & Modification: This Contract constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements, understandings, and representations, whether oral or written. It shall not be modified, amended, altered, or changed, nor shall any provision hereof be waived, except by written agreement signed by all of the parties to this Contract.

14. Arbitration: The sole and exclusive remedy for all disputes and controversies relating to the provisions of this Contract shall be arbitration before an arbitrator in Everett, Washington. The parties shall agree upon the selection of the arbitrator. If the parties are unable to agree as to the selection of an arbitrator, the arbitrator shall be selected by the Presiding Judge of the Superior Court of Washington for Snohomish County, upon motion by either party. The arbitration shall be conducted in accordance with the then-existing rules and regulations of the American Arbitration Association and the laws of the State of Washington. The arbitrator shall give preference to the enforcement of the terms of this Contract, and shall issue a written decision within 30 days of the close of the proceeding. The arbitrator's decision shall be final and binding upon the parties, and shall not be subject to appeal or review.

15. **Assumption of Risk:** Although the School desires to provide a safe environment for all students, accidents and injuries can still happen. By signing below, you indicate that you understand and agree that there are risks and dangers involved with participation by your Student in any School activities, including use of playground equipment and travel on field trips or to sports events. You assume the risk of your Student's participation in all School activities, whether on campus or off-campus.
16. **Medical Consent:** You grant permission for the School to call 911 for emergency medical aid or to take your Student to a physician or hospital for medical treatment, or both, if in the School's sole discretion, your Student becomes ill, sustains an injury, or otherwise requires medical treatment. You give consent to any physician or emergency aid responder to administer drugs and perform any medical treatment that the physician or responder determines appropriate for the relief of pain or to preserve your Student's life or health. You assume all responsibility for all medical, rescue, transportation and other expenses incurred on behalf of your Student. You will fully and immediately reimburse the School for any of those expenses that the School chooses to advance, in its sole discretion. The School has no obligation to advance any expenses on behalf of your Student.
17. **Administering Medications:** If your Student is taking over-the-counter and/or prescribed medications you must provide a signed authorization and all other information requested by the School, including evidence of a valid prescription from a licensed physician. Authorization forms are available from the School upon request.
18. **Release of Student:** The School may release your Student to any parent of the Student (not just the Parent who signs below), unless the Parent provides the School sufficient evidence as determined by the School, in its sole discretion, that a Parent does not have that right. Sufficient evidence may be in the form of a court order or parenting plan signed by both the Student's parents or entered by a court.
19. **Access to Student Information and School Records:** The School may release any information about your Student or give access to your Student's records or information about the Student to any Parent of the Student (not just the Parent who signs below), unless the Parent provides the School with sufficient evidence as determined by the school in its sole discretion, that a Parent does not have that right.
20. **Authorization from Any Parent:** Any Parent of your Student (not just the Parent who signs below) is authorized to make decisions on behalf of the Student, unless the Parent provides the School sufficient evidence as determined by the School in its sole discretion, that a Parent does not have that right. In the event of conflicting instructions from the Parents or Legal Guardians of the Student (when both are apparently authorized to make decisions on behalf of Student), the School may take any action it deems appropriate, in its sole discretion, which may include no action.
21. **Release of Claims:** The term "Claims" means all claims, demands, damages, actions, fees, costs, expenses, judgments, settlements, and other liabilities, known or unknown, related to or arising from the School's acts or omissions regarding your Student (or Students if you have more than one Student at School), except to the extent caused entirely by the School's gross negligence or intentional misconduct.

The term "School" means Immaculate Conception – Our Lady Of Perpetual Help School, and its directors, officers, employees, volunteers, and other agents, including the School's principal, vice principals, teachers, staff and volunteers. You release the School from all Claims. This release of Claims is binding on you and on any other person who asserts any Claim through you or on your behalf. To the extent that the law may allow, this release of Claims is also binding on your Student and any other person who asserts any Claim through your Student or on your Student's behalf. If you have more than one Student at the School, then this applies to each of your Students.

22. Indemnification and Defense: To the extent the above Release of Claims is held to be ineffective in whole or in part, then you agree to indemnify and defend the School against all Claims, including paying all attorneys' fees, costs and other expenses incurred by the School related to any Claim. If you have more than one Student at the School, then this applies to each of your Students.

23. Communications: Certain information about your Student will be in a classroom directory for internal and emergency use. You grant the School permission to include any photograph or image of your Student in any School newsletter, web page, website, promotional marketing materials, catalogue, advertisement, school wide directory, or other School document or publication unless you initial the statement below.

_____ Parent does **NOT** give the School permission to publish any photograph or image of the Student(s) in any School web page, website, document or publication.

24. Representations and Other Agreements: Each person signing below as Parent or Legal Guardian represents and warrants that: (a) the person has full legal authority to enter into this Contract; (b) the person has the authority to make educational decisions on behalf of the Student; and (c) the person has read, understands and agrees to abide by the terms of this Contract.

In signing this Agreement, we pledge our support of all school policies and confirm our understanding and agreement to all of the foregoing terms and conditions. If more than one person signs this contract, our obligation under its terms is joint and several. We further agree to inform the Business Office immediately of any changes in legal custody, or of serious and imminent financial difficulties that may affect our ability to meet the obligations undertaken herein. We further agree to respond promptly to all communications from the School. Upon acceptance, a signed copy of this Agreement will be returned to the undersigned.

Parent / Guardian

Dated: _____

Parent / Guardian

Dated: _____

Acceptance:

Principal
Immaculate Conception / Our Lady of Perpetual Help School

Date: _____