

# Enrollment and Financial Contract 2019-2020 Academic Year



Date \_\_\_\_\_  
Deposit \_\_\_\_\_  
Check Number \_\_\_\_\_  
Sibling \_\_\_\_\_

(For office use only)

This is a legally binding contract. Read it carefully.

This contract is between Sayre School (hereinafter "School") and the parent(s) or legal guardian(s) (referred to as "Parent," which term includes the singular or plural, as applicable) of \_\_\_\_\_ (hereinafter "Student"). All persons signing this contract are jointly and severally liable for the tuition and fees set forth herein. Parent's signature and/or initials on this Contract evidence Parent's understanding and agreement to the terms of this Contract, as follows:

Please be sure the information below is accurate and legible. It will be the source for compiling the student directory.

Student's Name \_\_\_\_\_ Grade (2019-2020) \_\_\_\_\_

Parent/Guardian 1 \_\_\_\_\_ Parent/Guardian 2 \_\_\_\_\_

Title (please circle) Dr. Mr. Mrs. Ms. Other \_\_\_\_\_ Title (please circle) Dr. Mr. Mrs. Ms. Other \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Occupation/Name of Business \_\_\_\_\_ Occupation/Name of Business \_\_\_\_\_

Business Phone \_\_\_\_\_ Business Phone \_\_\_\_\_

E-mail Address for school correspondence \_\_\_\_\_ E-mail Address for school correspondence \_\_\_\_\_

Student lives with:  
\_\_\_\_\_ Both Parents/Guardians \_\_\_\_\_ Parent/Guardian 1 \_\_\_\_\_ Parent/Guardian 2 \_\_\_\_\_ Other

If student does not live with both parents, school correspondence and student information should be sent to:  
\_\_\_\_\_ Both Parents/Guardians \_\_\_\_\_ Parent/Guardian 1 \_\_\_\_\_ Parent/Guardian 2 \_\_\_\_\_ Other

For billing purposes all bills should be sent to (please be specific):  
\_\_\_\_\_ Both Parents/Guardians \_\_\_\_\_ Parent/Guardian 1 \_\_\_\_\_ Parent/Guardian 2 \_\_\_\_\_ Other

Billing Name and Address, if different from addresses above: \_\_\_\_\_

## Enrollment Terms & Conditions

- Enrollment.** Student will be enrolled for the academic year in Grade referenced above. Parent is aware that a final determination of grade/classroom placement will be made by the School in accordance with the School's standard admissions or retention practices and that curriculum changes/decisions are made in the School's discretion. This Contract is valid only for the academic year stated and does not entitle Student to any future enrollment.
- Enrollment and Related Fees.** Parent understands that to reserve a place for Student for the academic year, Parent must submit the original executed Contract along with the required deposit (as a reservation fee) made payable to Sayre School by February 8, 2019. Parent understands that the reservation fee is earned by the School upon Parent's submission of the Contract and fees to the School and the School's placement of the Student's name in the School's records for the academic year. PARENT FURTHER UNDERSTANDS THAT THE RESERVATION FEE IS NOT REFUNDABLE OR TRANSFERABLE UNDER ANY CIRCUMSTANCES. Reservation Deposit for Preschool Ages 2 - 4 = \$500. Reservation Deposit for Kindergarten - Grade 12 = \$1,000.

3. Unconditional Tuition Obligation. Parent understands that the enrollment obligation for the full academic year is unconditional and that no portion of the year's tuition or fees so paid or outstanding will be refunded or cancelled in the event of absence, withdrawal, or dismissal of this student from the School. Parent agrees to assume unconditional responsibility for the full annual tuition and fees and the costs of collection thereof, including reasonable attorney fees unless this contract is timely cancelled as set forth in Paragraph Four.
4. Cancellation Option. Parent understands that this contract may be cancelled in writing, without penalty (except forfeiture of the reservation deposit) provided that written cancellation notification is received by the Director of Admission on or before May 31, 2019.
5. School Rules. Student's enrollment at the School is subject to the general statements, rules, regulations, conditions, traditions, and financial terms contained in the School's Student Handbook and other published documents, which may be amended from time to time. Parent agrees that Parent and Student must abide by such School rules and guidelines.
6. Termination of Student's Attendance. The School has the right to suspend or terminate the attendance of any student for reasons set forth in the Student Handbook (or other published document), for reasons that the School administration considers detrimental to the School community, student, or to other students of the School, or for the Parent's failure to pay all or any part of the Parent's financial obligations for Student's attendance (including any amounts charged on Student's account with the School).
7. Transcripts/Records. All accounts must be paid in full before records and transcripts can be released or transferred to other schools and colleges. Student will not be allowed to continue to attend classes and school activities or sit for examinations unless tuition and fees are paid by stated deadlines (or until Parent makes other written arrangements acceptable to the School). In the event of default (default being 30 days past due) Parent agrees to pay all costs of collection, including collection agency fees, attorneys' fees, court costs and interest of 1.5% per month.
8. School Directory. Parent authorizes the School to place family information, including name(s), home address(es), email address(es), and telephone numbers of Parent, Student, and other children in attendance at the School, in a directory of students to be distributed to School families. Parent acknowledges that this directory is not to be used for commercial use and is not to be distributed to any person or entity other than another School family.
9. School/Family Cooperation. The School believes that a positive and constructive working relationship between the School and parent is essential to the fulfillment of the School's educational purpose and responsibilities to its students. If the parent's or other family member's behavior, communications, or interactions on or off campus (including during school-sponsored events) is disruptive, intimidating, or overly aggressive, or reflects a loss of confidence or serious disagreement with the school's policies, methods of instruction, or discipline, or otherwise seriously interferes with the School's safety procedures, responsibilities, or accomplishment of its educational purpose or program, the School reserves the right to dismiss the family from the community. In addition, the School reserves the right to place restrictions on parents' or other family members' involvement or activity at school, on school property, or at school-related events if the parent or other family member engages in behavior or has a status (such as a criminal conviction) that would reasonably suggest that such restrictions may be appropriate for the community. There will be no refund of tuition where such enforced withdrawal occurs and any unpaid balance is payable in full according to the terms of this Contract. If, for any reason, it is in the best interest of the School, the School also reserves the right to withdraw an offer of enrollment or re-enrollment at any time, and to nullify an executed Enrollment Contract.
10. Medical Authorization. If, in the opinion of a properly licensed and practicing physician, Student needs medical or surgical services which require Parent's pre-authorization or consent, Parent hereby authorizes, appoints, and empowers the School to act as Parent and furnish such consent on Parent's behalf. Parent confirms that it is Parent's desire that Student be furnished with such medical or surgical services as soon as reasonably possible after the need arises. Parent hereby releases and holds the School harmless from any liability which might arise from the giving of such consent. Parent agrees to reimburse the School for any medical expenditures made on Student's behalf.
11. Consent to On Site Medical Care, Including Student Counseling. The Parent hereby authorizes the School to supply medical care as needed for Student (including administration of allergy medications, Epi-Pens, etc. according to the Student's prescription from a licensed practitioner) or other minor medical care as determined to be appropriate by the School personnel. The Parent also authorizes the School's student guidance counselor to meet and counsel with Student regarding emotional, social, or family circumstances. Parent hereby releases and holds the School harmless from any liability which might arise from the provision of such medical care or counseling services.
12. New Student Transcripts. If Student is transferring from another school, it is the Parent's responsibility to ensure that the transferring school promptly provides the School with an official transcript. Parent understands that Student will not be eligible to participate in any competitive athletics until such transcript is received. Failure to comply with this provision may result in Student's dismissal from School or impairment of the college counseling process.
13. Acceptance Contingency. This Contract is contingent upon Student's successful completion of the current academic year, both academically and behaviorally, which shall be determined in the School's sole discretion.
14. Entire Agreement. The terms and conditions of the Contract constitute the full and complete agreement between the parties. No other verbal or written agreement shall, in any way, vary or alter any provision of the Contract unless both Parties consent to vary or alter any provision of the Contract in writing signed by both Parties. This Contract is intended to be an integrated writing and any prior oral or written agreements between the parties are merged into this Contract and extinguished. No custom or course of dealing between the Parties shall in any way vary or alter the terms and conditions of this Contract.
15. Promotional Materials/Statements. The School continually strives to ensure the accuracy of all written materials, including, but not limited to, promotional information, catalogs, brochures, handbooks, and advertising. In an effort to do so, however, information included in the materials (including class sizes, student-to-teacher ratios, School accreditation, teacher qualification, specialization, and length of service, etc.) may change as programs grow and as staff changes. Prior to relying on any written materials in making your decision to enroll Student in the School, please verify the accuracy of information with the Admission Office. Please also understand that even if the information was accurate at the time that you enrolled Student, the information may change prior to commencement of classes or during attendance at the School. Please also note that only the Head of the School (or his/her designee) has the authority to make commitments regarding the nature of the program, specific arrangements for Student, or other changes from the School's regular curriculum.
16. Governing Law/Waiver of Jury Trial. This Contract shall be governed under the laws of the State of Kentucky. Jurisdiction and venue of any action hereunder shall lie exclusively within the Circuit Court of Fayette County, Kentucky, and the parties hereto consent to such jurisdiction and venue. The parties expressly waive all rights to trial by jury.

17. Understanding of Terms. Please read this Contract carefully. By signing below, Parent acknowledges that Parent understands the terms of this Contract, Parent's obligation to pay the full year's tuition even if the Student is withdrawn or dismissed, the Parent's option to terminate and all other obligations set forth herein.
18. Force Majeure. The School's duties and obligations under this Contract shall be suspended immediately without notice during all periods that the School is closed because of force majeure events including, but not limited to, any fire, act of God, weather disaster, war, governmental action, act of terrorism, epidemic, pandemic or any other event beyond the School's control. If such an event occurs, the School's duties and obligations in this Contract will be postponed until such time as the School, in its sole discretion, may safely reopen. In the event that the School cannot re-open due to an event under this clause, the School is under no obligation to refund any portion of the tuition paid.
19. Reimbursement for Domestic Legal Issues. In the event of domestic dispute between the parent(s) or legal guardian(s) of Student, Parent agrees to promptly reimburse the School for all expenditures incurred by the School as a result of Parent's domestic legal disputes, including, but not limited to: parental disagreements about Student's education or placement; divorce proceedings; custody proceedings; and/or modifications of custody proceedings. Costs incurred may involve reasonable attorneys' fees/costs to prepare for and/or attend depositions, trials, or hearings; communicate with Parent or Parent's counsel, guardians ad litem or attorneys ad litem; respond to subpoenas; draft letters or motions; perform research; and travel out of state. Parent agrees to reimburse the School for such fees/costs within thirty (30) days of School billing Parent for such expenses. Any dispute between the Parents regarding which Parent may owe which portion of the bill should be resolved between the Parents so that the bills for reimbursement to the School can be paid on a timely basis. Parent's failure to pay such fees/costs promptly will result in dismissal of the family from the School.
20. Authority. Each party represents and warrants to the other (1) that it has full power to enter into and perform its obligations under this Contract; and (2) that this Contract constitutes its legal, valid, and binding obligation, enforceable in accordance with its terms. Parents in two-parent households agree that each is acting as agent for the other. Modification of this agency relationship shall be in writing and delivered to the School.
21. Media Authorization. The Parent agrees to allow the Student's name, photograph, voice, image, and information to be used by the School for use in the School's publications, promotion materials, website, and social media sites without compensation and without prior notice. Parent also allows Student to be interviewed by the media on campus or at school-related events. Parent releases holds the School harmless from any liability stemming from the use of the Student's name, photograph, voice, image, or information.  
 \_\_\_\_\_ I give permission for Sayre School to use images of my child in school publications and media.  
 \_\_\_\_\_ I do not give Sayre School permission to use images of my child in school publications and media.
22. Ethnicity. To help the school understand the diversity of our students, please check the option below that best represents your child. We appreciate your help to provide accurate data about our school community.  
 Black/African American  Asian American  Caucasian, Non-Hispanic  Latino/Hispanic American  
 Middle Eastern American  Multiracial American  Native American  Pacific Islander American  International  
 Other  Choose Not to Designate

Tuition Payment Options

The amount of tuition, fees, and payment plan options is set forth on the Sayre School Tuition Information sheet for 2019-2020, incorporated by reference herein. Please select the payment plan preferred (check only one) (Plan B will be assigned if no choice is indicated):

Plan A _____ (Pay in Full)	Plan B _____ (Deposit & two payments)	Plan C _____ (Deposit & ten payments)	Plan D _____ (Deposit & ten payments)
A 2% discount is granted if payment is made by February 8, 2019.		Automatic draft: <input type="checkbox"/> I wish to use previous year's debit authorization information. <input type="checkbox"/> I have attached a new debit authorization form.	2% service charge

Tuition Refund Plan (You must indicate your preference below. If no choice is indicated you will be billed for Tuition Refund Plan.)

In view of the unconditional payment of tuition for the full year, I understand that the option to participate in the Tuition Refund Plan is being made available to me at this time to protect my yearly financial obligation under the terms of this Enrollment Contract. The premium rate will be 2.1% of the annual tuition. This program insures fees (prepaid and due) in the event of separation according to the terms of the policy. Parent acknowledges receipt of a copy of the policy.

\_\_\_\_\_ I will participate. I authorize the School to process and collect any claim payment to which I am entitled under the Tuition Refund Plan and credit it to my account, paying any excess to me.

\_\_\_\_\_ I will not participate. I have received and read the brochure detailing the terms and conditions of coverage concerning this Plan, and I do not wish to be a participant in the Tuition Refund Plan. I realize that I am responsible for the full year's tuition for the 2019-2020 academic year regardless of the reason for separation, be it withdrawal or dismissal.

**Parent(s) or Guardian(s) Financially Responsible for Student:**

**Date:** \_\_\_\_\_

(1) \_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Signature

(2) \_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Signature