



Enrollment and Financial Contract 2022-2023

Before & After Care

Enrollment is at the discretion of the Hillside Academy's Administration. Please note that a new Enrollment and Financial Contract will be required each year your child attends Hillside Academy.

Registration/Re-enrollment

- I understand that the registration fee is due upon enrollment/re-enrollment. I understand that these fees are non-refundable.
- I understand that my enrollment is not considered complete until this fee is paid.
- The re-enrollment fee is \$125. This fee is waived if the student is enrolled in the K-5 program.

Financial Responsibilities

I understand that tuition is based on a 10-month schedule for our Before and After care programs. In order to assure that Hillside Academy continues to be an entity for our families, I agree to make non-refundable tuition payments on a monthly schedule starting with the first month of attendance and continuing until I have given 30 days' notice of withdrawal. I agree to the following:

- Pay tuition on or before the 1st of every month. If the 1st falls on a weekend or holiday, tuition is due the last business day before the 1st.
- Tuition is due in full each month regardless of illness, weather, closures or vacations. Hillside Academy does not prorate tuition and/or give credits for any breaks/vacations during the year.
- I understand that I have the opportunity to receive a 3% discount for a full year of tuition if paid in full by check or cash, on or before June 1st
- I understand that all families are required to have a credit card on file. I understand that if tuition has not been received by the 5th of the month, the credit card will be charged with a \$35 late fee added.
- I understand that I will be charged \$10 per minute late fee if I pick up our child after close of business day at 6:00pm.
- I understand that a \$35 fee will be applied for all returned checks.
- I understand that in cases of divorce with joint custody, each parent is responsible to fulfill all financial obligations regardless of personal cost sharing agreements. In cases of single parent custody, the custodial parent is financially obligated and must sign this Enrollment Contract.

Dispute Resolution.

The parties agree that any controversy, claim or unresolved dispute arising out of, or relating to, this Agreement and the enrollment relationship it creates, shall be submitted to binding arbitration before an arbitrator at Judicial Dispute Resolution venued in Seattle Washington, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The prevailing party to such dispute shall be entitled to an award of attorney's fees and costs. The parties may mutually agree to proceed with appropriate pre-arbitration procedures such as mediation to resolve such disputes.

It is further agreed and understood that the School may choose to proceed with collection of unpaid tuition balances independent of any mediation or arbitration procedure or requirement. The School shall be entitled to an award of attorney fees and costs for recovery of unpaid tuition balances.

Force Majeure

The School's duties and obligations under this contract may be suspended immediately, without notice, during periods that the School is closed due to events beyond its control, including, but not limited to, any fire, Act of God, natural disaster, war, governmental action, act of terrorism, public health emergency, epidemic, or pandemic. Tuition Obligations remain enforceable per the Contract schedule.

Withdrawal Notice

I agree to give thirty (30) days written notice if I plan to withdraw my/our child and understand that I am obligated to pay the tuition for the 30 days following the date I give notice. It is my responsibility to notify the school by submitting a written notice to the School office or by sending an email to registrar@hillsideacademy.com. The 30 days will be calculated from the date the notice is received. I understand that if my child is asked to leave for any reason, I am still required to pay tuition for the next 30 days.

Termination

I understand that the school has the right to terminate enrollment of any student at the discretion of the school's administration. If a student is withdrawn, or enrollment terminated by the school, for **any** reason, there will be no refund and parents remain obligated to pay the contracted tuition amounts stated above. The school plans its budget and enrollment on an annual basis and cannot determine with precision the amount of damages it may incur as the result of a withdrawn or terminated student. The parties agree that the contractual obligation regarding tuition as set forth above are a reasonable estimate of liquidated damages to the school.

Communication

- I have read and understand and agree to the terms and conditions stated in the Hillside Academy Parent/Student Handbook, current edition, (available at www.hillsideacademy.com). The Parent/Student Handbook is an important source of policies, procedures and expectations at Hillside Academy. It is not a contract and does not create any contractual obligations for the school.
- I understand that in order to receive electronic newsletters and stay informed of school wide events I need to sign-up for the newsletter by doing so at www.hillsideacademy.com.

Check-in/Check-Out Procedures

I agree to sign my child in/out every day in the classroom. It is my responsibility to contact the front office if I forget to do this.

Snacks

I understand that Hillside Academy provides a healthy snack for our before/after care programs. I understand that if my child has any food allergies or intolerances I understand that I will provide a healthy, nut free snack for my child on a daily basis.

School Closures

Please refer to the Academic School Calendar. It can be found on our website at www.hillsideacademy.com under "Resources".

I understand that I will be charged for any days that I sign up, regardless of whether my child attends or not. I understand that no refunds are given if my child does not attend.

Participation in Before & After care Related Field Trips

- I hereby authorize my child to participate in all before & after care related field trips. Scheduled field trips are made known to parents/guardians through the monthly calendar and/or communications from teachers. Parents who object to any particular field trip must give written notification to their child's teacher of their child's non-participation in that field trip.
- I agree to: 1) accept general liability for the participation of (my/our) (child/ward) during these activities, and 2) hold harmless Hillside Academy, their officers, employees, directors, and volunteers from claims, liability or suits arising from my child's misbehavior or disregard of regulations while participating in any field trip. If transportation is provided in a privately owned vehicle, the driver is responsible for his or her passengers' wellbeing. I agree to carry and supply proof of auto liability insurance prior to transporting any student on behalf of Hillside Academy.
- Release of Liability: The undersigned hereby acknowledge that by enrolling the Student in the School, the undersigned have voluntarily requested that (1) the Student participate in all School on-campus and off-campus activities, events and programs organized or approved by the School (including, without limitation, any school field trips) collectively herein "Programs" and (2) the Student be transported by whatever means the School arranges when Programs are scheduled off-campus. The undersigned hereby give our consent for the Student to participate in each of the Programs, provided that the undersigned may withdraw consent for the Student's participation in a particular Program by providing written notice to the Head of School to be received by the Head of School within two weeks of such Program. The undersigned acknowledge their ongoing obligation to become and remain informed about the School's Programs. The undersigned understand that these Programs may expose the student to risks of injury. In consideration for the Student's being permitted to participate in the Programs or in the transportation to those Programs, the undersigned hereby release, waive and forever discharge from any liability and hold harmless and indemnify the School, its officers, directors, trustees, employees, instructors, coaches and agents, including any students' parents/guardians assisting in or providing transportation for the Programs (collectively, the "Indemnified Parties") for any injury to the Student arising out of or resulting from the Student's participation in the Programs, including the Student's traveling to and returning

from any and all Programs, but only to the extent that such injury is not caused by the gross negligence or willful misconduct of the Indemnified Party, and for any damages and costs, including attorney's fees and cost of litigation which may be incurred by any Indemnified Party in defense of a claim or claims brought against them by the Student or any other person or entity. This Release of Liability shall be legally binding upon the Student, the Students' parents or guardians, heirs, personal representatives, and assigns. The undersigned have carefully read this Release of Liability and fully understand its contents. The undersigned are aware that we are releasing certain legal rights by this release that the undersigned otherwise may have. The undersigned sign this Release of Liability of each of the undersigned's free will.

Internet access

The School uses computer software applications and web-based services not operated by the School. The parent or guardian must sign and return the Children Online Privacy Act form provided by the School to engage in such programming.

Health Information

I understand it is the policy of the school that, in order to reduce risk of spreading illness, a student with a contagious and/or communicable disease may not be allowed on the campus. The administration has the authority to make the decision based on the advice of any appropriate physician from whom he or she may seek counsel.

Medical Information

It is the policy and procedure of Hillside Academy that in the event of accident/emergency, Hillside Academy will call paramedics immediately and then contact parents/guardian.

- I understand that if it is in the opinion of a properly licensed and practicing physician, my child needs medical or surgical services which require my authorization or consent before being supplied, and if I am unavailable for such authorization, and the wellbeing of the child is at risk, I hereby authorize, appoint and empower Hillside Academy, to act as my agent to furnish on my behalf such oral or written authorization as may be required.
- I release Hillside Academy, from any liability which might arise from the giving of such authorization; it being my desire that my child be furnished with such medical or surgical services as soon as reasonably possible after the need arises.
- I have completed the Medical Release section of the student application.
- I authorize and consent to an x-ray examination, anesthetic, medical, dental, or surgical diagnosis treatment, and hospital care which, in the best judgment of a licensed physician or dentist, is deemed advisable.
- I agree to assume the financial responsibility for expenses incurred as a result of those services being provided.
- I also agree to be financially responsible for emergency medical transportation.

Liability

I understand that Hillside Academy is not responsible for damages to or loss of personal belongings. In the event that my child destroys school property, I agree that it is my financial responsibility to cover any cost.

General Conditions

This Enrollment & Financial Contract is subject to the conditions and financial terms as indicated in the Tuition & Fee Schedule, which is acknowledged to be incorporated into this Enrollment & Financial Contract, and with which I have taken the opportunity to become familiar. These conditions and financial terms may be adopted or amended at any time.

Payment Policy

At Hillside Academy, we recognize various circumstances may impact a family's ability to pay tuition in a timely manner. All families receiving a "Past Due" letter that cannot bring the account current are encouraged to contact the school's Office Manager to request a payment agreement to satisfy the financial obligations.

Tuition payments are due by the 1st of every month and are considered late if not paid by the 5th of the month. A \$35 late fee will be added to the family's account on the 6th of the month. Should the 1st fall on a weekend or holiday, tuition is due the last business day before the 1st.

30 Days Past Due

1. A "Past Due" letter will be sent to any family with tuition more than 30 days past due.
2. A late fee of \$35.00 will be added to the student's account.

60 Days Past Due

1. A "Past Due" letter will be sent to any family with tuition more than 60 days past due. The family will not be permitted to have fees added to their account except for monthly tuition charges. This includes, but not limited to, school lunch, field trips, or extra-curricular activities.
2. A late fee of \$35.00 will be added to the student's account. This late fee is in addition to the \$35.00 added at the 30 days past due time.

90 Days Past Due

1. A "Past Due" letter will be sent to any family with tuition more than 90 days past due.
2. The parent portal will be put on "hold". This means the family will be unable to access current quarter grades or prior semester grades.
3. The disenrollment process will begin. This means the student will not be permitted to attend classes after the last day of the current semester.
4. A late fee of \$35.00 will be added to the student's account. This late fee is in addition to the \$35.00 fees added at the 30 and 60 days past due times.

Payment Agreement

If a family needs to enter into a Payment Agreement that deviates from the standard payment plans offered through the FACTS tuition payment system to satisfy a student account balance, Hillside Academy may offer to establish a Payment Agreement with the family. This will be at the discretion of Hillside Academy and will take into account the balance, financial ability of the family, the remaining months until the school year is completed, and any extenuating circumstances facing the family. Except in extraordinary situations, the Payment Agreement is to establish a plan to have the full account balance paid by the end of the current school year. If the family breaches the Payment Agreement, the disenrollment process stated above will be initiated and Hillside Academy reserves the right to enforce any or all the terms and conditions stated in the Payment Agreement.

Disenrollment Process

1. Any student that has an outstanding balance that extends beyond 90 days will be disenrolled from the Hillside Academy at the end of the current semester.
2. A disenrollment letter will be mailed to the family via certified and regular mail. The letter will state the amount owed and payment date to avoid disenrollment. The letter will state the last date the student will be permitted to attend classes unless the stated amount is paid.
3. The student must turn in all classroom materials (including, but not limited to, textbooks, classroom equipment, etc.) on the last day of classes.
4. Payment for the full student account balance must be secured from the family or an equitable Payment Agreement must be established to satisfy the student account balance before the disenrollment process can be terminated.

Transcripts and Graduation

If any outstanding balance remains on a student's account, Hillside Academy reserves the right to not permit the student to participate in graduation and/or to withhold the student's diploma and transcript. Once the student account balance is paid in full, the diploma and transcripts will be released.

Enrollment for the next school year

A family cannot enroll children for the next school year if a family has a prior year outstanding student account balance. The outstanding balance includes all tuition, registration, and attendance fees for the current year. The student will be permitted to enroll once the previous year's fees are paid in full.

In all cases, Hillside Academy reserves all rights, at law or in equity, to collect any past-due tuition and fees. This may result in referring your account to a collection agency or pursuing legal action.

Approved by the Board of Directors of Hillside Academy 1/23/2020

CONTRACTUAL OBLIGATION:

PAYMENT OF TUITION PROCESS:

- Your annual tuition is based on a 10-month schedule. You can pay the full amount all at once or in 10 equal payments. Monthly invoices will be sent on/around the 15th of each month via FACTS. Hillside Academy offers several methods of payment for tuition:
 - Drop off a check in person
The front office is open Mon-Fri, 8:00 am to 3:45 pm
 - Mail a check to: **Hillside Academy – 26423 NE Allen St - Duvall, WA 98019**
 - Use your bank's online system to set up automatic payments
Please be aware of the banking travel time between check issued and check received when setting up this option. Payment must be received by due date to avoid late charges.
 - Use your credit card; a 3.5% processing fee if paid via phone.

- **Note: It is required to have a current Credit Card Authorization form on file with the front office. Please download the PDF from our website in *Resources* and bring your completed form to the school office.**

Signature

Date