# SHENKER ACADEMY ENROLLMENT CONTRACT

**This is a legally binding contract. Please read it carefully.**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Term: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Contract is between Shenker Academy Toddler, Pre-School, Elementary School (hereinafter the “School”) and the parent(s) or legal guardian(s) (referred to as “Parent,” which term includes the singular or plural, as applicable) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert student name] (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:

1. Enrollment: Student, if accepted, will be enrolled for all or a portion of the 2023-2024 academic year. Please indicate term above.

**For pre-school students** (6 weeks- prekindergarten class) A **30-day written notice** is required to withdraw a child from the program. Payment is required for **the 30 days** immediately following the withdrawal notice, whether the child continues to attend the school during that period or not. If families wish to return after withdrawing, space is not guaranteed, and a new registration fee will be due at the time of re-enrollment. Changing your child’s attendance schedule will be processed on the 5th and the 20th of each month prior to the change requested and pending availability. A dismissal of family will also require a payment of 30 days following a dismissal without the option of attending after the dismissal (see handbook).

**For Kindergarten Students** (5 years old by cut off day), a full school year contract applies. Payment is required **for the entire school year** whether the child continues to attend the school during that period or not.

This Contract covers the portion of the year with the dates so stated and the tuition shown on the Tuition plan which will be set by the school’s financial office. If Student is accepted,

Parent is aware that a final determination of 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. The Contract is valid only for the academic year stated and does not entitle Student to any future enrollment.

2. Tuition Deposit: The School will not ask for tuition deposit. **However**, the school reserves the right to consider a tuition deposit for the sum of a **full month tuition** within 10 days of the date of this Contract set forth above in cases of families who had a history of late payment/s, repeated dispute of payments, referral to a collection agency, abrupt withdrawal in the middle of the school year or prior to the beginning of the school year, disregard of a prior contractual commitment, using Shenker Academy as a safety enrollment option, and similar patterns to the above which pose a financial risk to the School. Parent understands that in the above cases, the Tuition Deposit is earned by the School upon Parent’s submission of the Contract and fees to the School and the School’s consideration of Student’s application. The Tuition Deposit will be applied to tuition for the academic year covered by this Contract. The Tuition Deposit is not refundable unless the School rejects, in its sole discretion, Student’s application for admission and unilaterally cancels this Contract; in such case, the School will retain $200.00 of the Tuition Deposit, refunding the remainder to Parent. The Tuition Deposit may be transferable at the discretion of the School.

If an admission testing is determined by administration, a non-refundable $100 Admissions Testing Fee is also required.

3. Tuition: Tuition amounts for the various programs are posted on the school’s website and on the enrollment packet. Individual tuition plans are set forth by the financial office at the school, with detailed tuition schedule, discounts, scholarships, awards, etc., for the period covered by this Contract.

4. Tuition Obligation: Parent understands that Student is being enrolled for the entire School Year unless a withdrawal was properly performed and processed as outlined above, and on the financial agreement and in the parent handbook. Parent further understands that the

overhead expenses of the School do not diminish with the departure of some students during the course of the school year and agrees that it is impossible for the School to determine at the time

of Parent’s execution of this Enrollment Contract the damage and loss to the School that would occur due to the later cancellation/withdrawal of some of the students who have enrolled.

Therefore, once this Contract has been submitted to the School (with the Tuition Deposit if applicable based on Paragraph 2), Pre-school parent becomes liable for the following 30 days after a withdrawal notice, and Kindergarten parent becomes liable for the entire year’s tuition or and fees as liquidated damages (and not a penalty) even if the Student is withdrawn, absent, or is involuntarily separated from School UNLESS the Parent terminates this Contract in strict accordance with the termination procedures set forth in Paragraph 5 below (or the School rejects, in its sole discretion, Student’s application and unilaterally terminates this Contract). If Student is withdrawn, absent, or involuntarily separated, for any reason, including without limitation, change of residence, health, withdrawal, or expulsion, after the termination dates set forth in Paragraph 5, there will be no refund or reduction of fees or tuition, and any unpaid balance may, at the School’s election, become immediately due and payable.

5. Termination Procedures: Parent may terminate this Contract by submitting a WRITTEN Termination Notice to the Registrar by the dates indicated below (the Termination

Date). The Termination Notice must (a) be dated, (b) state the Student’s name, (c) provide a reason for the termination of the Contract; and (d) be RECEIVED by the Registrar on or before the Termination Date. If such Termination Notice is timely received, Parent will be relieved of all tuition paid and other payments and fees that would have come due after the Termination Date (except of the non-refundable registration fees and the non-refundable security fee). Even if this Contract is terminated pursuant to the terms of this Paragraph, Parent understands that the School will not refund any portion of the Student’s Tuition Deposit set forth in Paragraph 2.

*The Termination Dates are as follows:*

A. If the Student was enrolled by March 1st (prior to the start of the academic year applicable to this Contract), the Termination Notice in form stated above must be RECEIVED by March 30th (prior to the start of the academic year applicable to this Contract).

B. If the Student was enrolled after March 1st, but before June 1st (prior to the start of the academic year applicable to this Contract), the Termination Notice in form stated above

must be received by April 30th (prior to the start of the academic year applicable to

this Contract).

C. If the Student is first enrolled on or after May 1st (prior to the start of the academic year applicable to this Contract), no termination option is available.

Time is of the essence as to all deadlines stated in this Enrollment Contract.

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6. Tuition Insurance Plan: Parent have the option to purchase a tuition insurance suit to their needs. Tuition insurance is a common part of private school contracts and is mandatory in most private schools. We at Shenker Academy do not mandate the insurance plan from families, but strongly recommend that parents will use it through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or through their personal insurance agency. The School will not request a documentation of tuition insurance as a condition of enrollment.

7. Incidentals: Parent agrees to pay the School for incidental fees, such as interest, late fee, extended day charges, field trips etc. charged to Parent’s account within thirty days of receipt of each statement (Incidental fees will be paid by Parent in accordance with the terms of the specific incidental).

8. School Rules: Student’s enrollment at the School is subject to the general statements, rules, regulations, conditions, and financial terms contained in the School’s Parent Handbook and

and other published documents, which may be amended from time to time. Parent acknowledges that Parent and Student must abide by such School rules and guidelines.

9. Support: Student’s enrollment at the School is subject to Parent support of the standards of the School in its philosophy, methods, objectives, and policies, including moral, academic, behavioral, dress, conduct, and disciplinary standards; to assume the responsibility for parental monitoring of Student’s education, being an encourager, and keeping in regular contact with Student’s teachers; and to attend mandatory meetings called by the School. Parent also agrees to support, to the best of Parent’s ability, the School’s entire program through time, attendance at parent meetings, and participation in various School activities.

10. 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 Parent and 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).

11. Payment and Late Fees: Parent understands and agrees that a Late Charge of $15.00 will be added for any delinquent payment (which is defined as a payment not

received within 5 days after the due date- end of business on the 25th and the 10th (semi-monthly payees) day(s) of the month). If payment has not been received and become two (2) weeks delinquent; your child may be dis-enrolled without advance notice. In the event of default of two weeks, Parent also agrees to pay all costs of collection, including collection agency fees, attorneys’ fees, court costs, and interest per prime rate.

When accounts are in arrears, the account may be referred to the School’s collection agent and/or counsel for satisfaction. In this case, all communication regarding the account should be directed to the collection agency or the counselor.

12. Default of Payment: All accounts must be current before records and transcripts can be released or transferred to other schools. Student will not be allowed to continue to attend classes or participate in other School activities unless tuition and fees are paid by stated deadlines (or until Parent makes other written arrangements acceptable to the School).

13. Photos and Images: The Parent have the option 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, social networks, and website, without compensation and without prior notice. Please refer to the Media Release Form in the enrollment packet.

14. 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 on the Management System (SmartCare). The School

Will not distributed this information to any person other than authorized School family member who is defined as an account holder.

15. School/Family Cooperation: A positive and constructive relationship between the School and Family Member (defined as Parent, Student, or other person associated with Student) is essential to the School’s educational purpose and responsibilities to its students. If any Family Member engages in behavior, communications, or interactions on or off campus, that is disruptive, intimidating, overly aggressive, or reflects a loss of confidence in or disagreement with the School’s policies, methods of instruction or discipline, or otherwise 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 or Family Member from the community. The School may also place restrictions on a Family Member’s involvement or activity at School for other reasons that the School deems appropriate. Any determination under this Paragraph shall be in the School’s sole discretion. There will be no refund of tuition where such dismissal occurs, and any unpaid balance is payable in full according to the terms of this Contract. The School also reserves the right to withdraw an offer of enrollment or re-enrollment at any time and to void an executed Enrollment Contract.

16. 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 will complete the Consent for Medical Treatment Form, which will empower the School to act as Parent and furnish such consent on Parent’s behalf.

17. Consent to Onsite Medical Care, Including Referrals for 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 or emergency as determined to be appropriate by the School administration per The Consent for Medical Treatment Form completed by the parent. The Parent also authorizes the School’s administration to work with the 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.

18. New Student Transcripts: In case of a Student’s transfer from another school, it is the Parent’s responsibility to ensure that the transferring school promptly provides the School with an official transcript.

19. Student’s Satisfactory Completion of Current School Year: This Contract is further conditioned upon the Student successfully completing the current school year in good standing, both academically and behaviorally. If, after completion of the current school year, the School determines in its sole discretion that Student has not met this requirement, the School has the right to unilaterally cancel this Contract.

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20. Release of Student Records: Parent consents and holds the School harmless for the release of Student’s records and information upon request by an educational institution or law

enforcement agency (per NRS 432.A). Parent also releases and holds the School harmless from any liability stemming from the use, disclosure, or release of Student’s records or information.

21. 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 online activity. 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 Admissions Office. Please also understand that even if the information was accurate at the time that you enrolled the 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.

22. Governing Law/Waiver of Jury Trial: This Contract and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of Nevada without

regard to principles of conflicts of law. The parties agree to waive the right to jury trial over any claims pertaining to Student’s enrollment, attendance, or separation from the School

including, but not limited to, claims of breach of contract, under statute, ordinance, or common law.

23. 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 child’s tuition even if the Student is withdrawn or dismissed (as outlined in paragraph #2), the Parent’s option to terminate, and all other obligations set forth herein. If Parent has questions about the terms, Parent is encouraged to seek advice of counsel or to seek clarification from the School Admissions Director.

24. 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, natural 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 reopen due to an event under this clause, the School is under no obligation to refund any portion of the tuition paid.

25. Reimbursement for Domestic Legal Issues: Parent understands and agrees that the School’s primary purpose is to provide educational opportunities to the students within its institution.

Parent also understands that it is disruptive to the School for a Parent to involve the School (or any of its employees) in domestic legal disputes between the Parents and that the School often

must pay for legal fees and costs associated with such issues. Therefore, the 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. Cost incurred may involve reasonable attorneys’ fees/costs to prepare for and/or attend depositions, trials, or hearings; communication with Parent or Parent’s counsel, guardians ad litem or attorneys ad litem; respond to subpoenas; draft letters or motions; and perform research. Costs include the cost of copying documents, providing records, engaging substitute teachers or temporary employees, computerized research, and travel expense. 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 of dismissal of the family from the School.

26. Parent’s Commitment to Truthfulness in the Admissions and Enrollment Process: The School is relying on the completeness and truthfulness of the information provided by the Parent in the admissions and enrollment process. If the School finds out after the Student has been admitted and enrolled that the Parent was not truthful in the admissions and enrollment process on any issue that the School, in its sole discretion, finds to be important, the School has the absolute right to terminate this Contract. There will be no refund of tuition where such termination occurs and any unpaid balance is payable in full according to the terms of this Contract.

27. 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. No oral modifications will be recognized or accepted.

28. Entire Agreement: This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and merges and supersedes all prior and

contemporaneous oral understandings between the parties. There have been no representations or warranties made by any party other than the representations and warranties contained herein.

\*Both parents must sign (unless the School, in its discretion, permits enrollment with one parent’s signature).

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 \*Signature of Parent/Legal Guardian 1 Date

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 \*Signature of Parent/Legal Guardian 2 Date