

Continuous Enrollment Agreement

I/We understand that the criteria for Enrollment/Re-Enrollment at Bethany Christian Schools (Bethany) consists of the following expectations, and we commit to putting forth our best efforts to support and uphold these expectations: www.bethanycs.net/enrollmentexpectations

Additionally, my/our electronic signature below indicates that we have reviewed, understand, and agree to the terms and conditions of enrollment outlined below.

Continuing Enrollment Commitment

I/we understand and agree that this agreement extends until the graduation of the student from Bethany Christian Schools (i.e., through grade 12) or the termination of this agreement as provided herein. Accordingly, I/we understand the term of this agreement shall be in effect on the date this agreement is accepted for the upcoming academic year, and shall renew automatically for each successive academic year until my child(ren)'s graduation from Bethany Christian Schools (i.e., through grade 12) unless and until this agreement is terminated by Bethany or written notice of termination from me/us is received in the Admissions Office on or before the March 15 notification deadline for each successive school year.

Simply stated, if my/our student(s) will not be returning the following school year, I/we assume all responsibility for notifying Bethany Christian Schools in writing by March 15, 2023. I/we acknowledge that the tuition and fees charged for the academic year are for a place within Bethany Christian Schools and not for a period of attendance and that the absence of a student during that academic year does not materially reduce the expenses incurred by Bethany Christian Schools. I/we agree that the absence, academic failure, or withdrawal of the student during the academic year shall not excuse, alter, abate, or nullify my obligations for tuition and certain other charges and fees through the academic year. I/we understand that tuition commitments shall be at the then current tuition rates for each enrolled school year as set by the Bethany Board of Directors. I further understand that financial aid does not automatically renew each year and must be reapplied for by the advertised deadlines each year for appropriate consideration.

Payments and Fees

- 1. Tuition Payment Plans. Tuition payments are due in accordance with the payment plan selected during the enrollment process. The selected payment plan (e.g., annual in July, semester in July/December, or monthly July-April payment schedule) can be changed for subsequent school years by notifying the Bethany business office by March 15 for the following school year.
- **2. Coordination with Financial Aid.** In the event that I/we are applying for financial aid, I/we understand that if we do not get all required financial aid application materials in by the advertised deadlines for each year, that this

may delay processing of our application. In this event, my/our tuition liability may be defaulted to the full tuition amount (less any eligible discounts or other confirmed support) in my selected payment plan until such time as my/our completed application can be reasonably processed and reviewed by TADS and Bethany. If financial aid is awarded after my/our payment plan has started, credits for the financial aid award will be added to our tuition account and the remaining balance redistributed in future invoices as applicable.

- **3. New Student Enrollment Deposit.** A non-refundable enrollment deposit of \$250 (to be applied towards tuition) is required of new families at the time of enrollment.
- **4. Withdrawal Fees/Schedule**. I/we understand that teacher contract/load commitments and financial aid commitments are made in spring for the following school year based upon student enrollment commitments, and that there is a significant negative financial impact to Bethany when students do not fulfill their enrollment agreement. As such, the family of a student who withdraws will be assessed a withdrawal fee as indicated below:

a. Withdrawal Fee Schedule

- o Withdrawals up until March 15 for the next school year will not be assessed a fee.
- o Withdrawals between March 16 May 31 for the next school year will be assessed a \$250 fee.
- o Withdrawals between June 1 June 30 for the next school year will be assessed a \$500 fee.
- o Withdrawals between July 1 and prior to the first student day of the school year will be assessed a \$1,000 fee.
- o Withdrawals during the school year: The financially responsible party (i.e., parent/guardian or responsible family) of a student who withdraws during the school year shall be fully responsible, obligated and liable for all tuition and fees for the entire school year during which the student withdraws including any School Choice Scholarship amounts from the Indiana Department of Education as well as any pledged church commitments if applicable (i.e., any uncollected state scholarships and/or church support commitments shall be transferred to the financially-responsible family).
- **b.** New Student Withdrawal Fee Exceptions. For new students applying for financial aid there shall be no withdrawal penalty if notification of withdrawal is made within two weeks of receiving notification of a financial aid award, or before the first student day of school, whichever comes first.
- c. Returning Student Withdrawal Fee Exceptions. For returning students reapplying for financial aid; if the financial aid application was completed and all associated paperwork submitted to TADS no later than April 15, and the resulting tuition for the next school year is considerably more than the prior year and the family in good faith believes that it cannot afford the tuition increase, the family shall have the two-weeks to give notice of withdrawal without penalty.
- d. Notification. Notification of withdrawals must be made in writing by the parent or guardian to Bethany by emailing enrollment@bethanycs.net. Any fees are due based upon the withdrawal fee schedule above.
- **5. Returned Check Fees.** A returned check fee of \$50 will be assessed for any check returned by our bank because of insufficient funds.

- **6. TADS Late Payment Fee.** Payments that are past due are currently subject to a \$50 per month late payment fee by TADS. This fee is subject to revision at TADS' sole discretion during the course of the enrollment.
- **7. Additional Late Payment Fees.** Accounts not paid in full by May 31 may be assessed an additional 1.5% per month until paid.
- **8. Late Accounts.** Past due accounts may, at Bethany's sole discretion, be required to be placed on an auto-withdrawal payment plan via TADS.
- **9. Collections.** Account delinquencies that are not resolved in a reasonable timeframe may be turned over to a third-party collection agency. If Bethany pursues a legal action of its own, it shall be entitled to the recovery of all its reasonable attorney's fees, costs and expenses.
- 10. Other Fees. Other fees, such as (but not exclusive to) costs for advanced placement classes, school lunches, music festivals, special trips, busing, fines, and/or other incidental charges are due upon receipt of invoice or statement.

Other Conditions

- 1. Continual Enrollment Eligibility. Enrollment for subsequent years is contingent upon the student's satisfactory completion of the current school year. Furthermore, students with past-due accounts may be denied enrollment for the next school year.
- **2. Grade and Classroom Placement.** Grade and classroom placement is determined by Bethany and does not constitute a part of this agreement or its subsequent renewals.
- **3. Consent to Curriculum.** By enrolling students at Bethany Christian Schools, parents/guardians consent to the school curriculum, including human sexuality instructions. Parents/guardians may contact the school office for curriculum summaries.
- **4. Student Records.** Bethany may withhold student grade reports, student transcripts, diplomas, or recommendations if specified tuition and fees are not paid when due. In addition, the school reserves the right not to permit a student to attend class or the graduation ceremony if tuition and fees are in arrears.
- **5.** Incorporation of Student Handbook and Future Updates to Additional Terms. All statements, rules, guidelines, etc., contained in the Bethany Student Handbook are hereby incorporated into this enrollment agreement. From time to time, Bethany may update the current student handbook and/or other enrollment terms at its discretion. Future updates by Bethany shall be communicated/published online and shall automatically be incorporated into the terms of this agreement. The student handbook is available to parents of enrolled students and staff only.
- **6. Permission to Treat.** School personnel will take appropriate action in the case of a medical emergency, under the conditions of the <u>Permission for Treatment</u>, <u>Dispensing Medications</u>, and <u>Travel</u> form.
- **7. Student Conduct.** Any conduct by a Bethany student which the school authorities consider detrimental to the student or other students, or to the school itself may be deemed adequate cause for appropriate disciplinary action, including suspension or dismissal. Tuition costs will be assessed based on the early withdrawal fee structure referenced above in item 4 of Payment and Fees.

- **8. Parent/Guardian Support.** Bethany believes that a constructive working relationship between the school and the student's parents/guardians is essential to fulfilling our mission. Thus, the school reserves the right not to continue enrollment or not to re-enroll a student if the school reasonably concludes that the actions of a parent/guardian make such constructive relationship impossible or otherwise seriously interferes with accomplishing its educational purposes. Tuition costs will be assessed based on the early withdrawal fee structure referenced above in item 4 of Payment and Fees.
- **9. Both Parents Obligated:** Both parents must abide by the enrollment terms of this agreement, regardless of if they are divorced or live in separate households. In addition, if financial aid is being sought, each parent shall submit appropriate financial aid documentation as required to TADS.
- **10. Exceptions.** Only the Head of School may make exceptions to the terms of this agreement, for truly extenuating circumstances and shall be made or confirmed in writing. Any exception granted is not and shall not be deemed a continuing waiver.
- 11. Severability. If any of these terms are deemedunenforceable, the remaining terms shall remain in full force and effect as though any unenforceable part was not written into the enrollment agreement.
- **12. Attorney Fees:** If Bethany or a third-party collection agency commences collection efforts, including litigation, to enforce the terms of this agreement, the parents, guardians or other responsible parties shall pay all costs of collection incurred by or on behalf of Bethany, including its reasonable attorney fees.
- 13. Photo Release: I/We authorize Bethany Christian Schools to use photographs of my child (with or without name) for all the purposes of publicity, illustration, commercial art, advertising publishing including internet websites and social media sites) or other lawful uses as may be determined by Bethany Christian Schools. I further waive any and all rights to review or approve any uses of the images, any written copy or finished product. I am of full legal age and have read and fully understand the terms of this release.
- 14. Force Majeure: Bethany Christian Schools shall not be considered to be in default or breach of this agreement, and shall be excused from performance or liability for damages, if and to the extent it shall be delayed in or substantially prevented from performing or carrying out any of the provisions of this agreement arising out of any act of God, pandemic, labor disturbance, sabotage, failure of any non-parties, act of a public enemy, war, invasion, insurrection, riot, fire, storm, flood, ice, earthquake, explosion, epidemic, or any other cause or causes beyond Bethany Christian School's reasonable control, including any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities.

Financial Responsibility

Both parent(s), legal guardian(s) or other person(s) responsible for tuition or other charges set out in this agreement must sign this agreement. All persons signing this agreement electronically or in paper form shall be jointly and severally obligated in accordance with the terms and conditions of this enrollment.