

Terms and Conditions of Continuous Enrollment

The following are the terms and conditions of the Evansville Day School Continuous Enrollment (“Enrollment Contract”). Electronic signature of the Enrollment Contract indicates you have read, understand, and will abide by these terms and conditions. The Enrollment Contract represents the full understanding of the parties and supersedes all previous statements, oral or written. The Enrollment Contract and terms and conditions may only be modified by the agreement of both parties in writing.

ACKNOWLEDGEMENT:

- A. Evansville Day School believes a positive partnership among the school, the student and parent(s)/guardian(s) is essential to the fulfillment of our collective mission. The Enrollment Contract serves as commitment to accept and honor the rules, regulations, and policies of Evansville Day School and the Head of School’s decisions, including those in existence as of the date hereof as well as all additions, substitutions, and modifications that may be subsequently adopted. Signees and students understand Evansville Day School reserves the right to withhold enrollment, decline enrollment, dismiss, or require withdrawal of the student at any time during the school year, or to deny graduation or withhold academic records and recommendations from any other school or college if the school concludes the action of the student or a parent/guardian makes a positive partnership impossible or otherwise seriously interferes with the school’s accomplishment of its mission. In the event the student, individually or with others, damages school property intentionally, recklessly, or in violation of school policy or the law, full restitution must be made by the student and/or the undersigned. Any failure to make restitution will be considered a default under the Enrollment Contract.
- B. The privileges of the school may be denied to any student whose parent/guardian is unable to meet their financial obligation to the school. The school reserves the right to deny attendance to students whose accounts include overdue balances. Re-enrollment will not be honored unless all existing financial obligations are current, or pre-approved arrangements have been made with the Business Office. In circumstances where financial obligations are not met, for all grades, report cards will not be mailed or posted on Renweb. Also, when financial obligations have not been met, a senior student may not be allowed to complete the final academic coursework (example: Senior Project or exams), thereby not fulfilling graduation requirements and not receiving a diploma or attending Commencement ceremonies.
- C. The student and parent(s)/guardian(s) acknowledge the policies, procedures, and practices of Evansville Day School (EDS), including, but not limited to, those set forth in the Student-Parent Handbook, are incorporated in this agreement by reference. Accordingly, parent(s)/guardian(s) agrees to abide by all such policies, procedures, and practices and acknowledges that the same will be subject to periodic modification by EDS

- D. The student and parent(s)/guardian(s) also agree to any stipulations or conditions (conditional acceptance) as stated in the letter of acceptance for new students. If any information is misrepresented or withheld during the admission process the student may be asked to withdraw and all tuition will be due and payable.
- E. Matriculation decisions in all grades will be based on developmental progress and relevant indicators, both academic and social, aligned to the next grade level. The school reserves the right to determine appropriate placement of all students, including possible reconsideration of placement after issuance of the Enrollment Contract.

PAYMENT / TUITION:

- A. The tuition and fees for the next school year are set by the EDS Board of Directors in February of the current school year. The \$400 enrollment deposit billed in March of current school year is non-refundable.
- B. If for any reason a student must withdraw, including medical, non-medical, dismissal or voluntarily, written notification must be provided to the Admission Office. The penalty schedule for withdrawal is listed in the Continuous Enrollment section.
- C. The following payment plans will be offered:
- **Option (1) Annual Payment Plan:** Full net tuition amount is due by August 15.
 - **Option (2) Semi-Annual Plan:** Full net tuition is due in two payments (60% due August 15, 40% due December 15), plus a non-refundable processing fee of \$50 per student billed with the first payment.
 - **Option (3) Ten-Payment Plan:** Full net tuition is due in ten equal payments (due monthly August 15 through May 15), plus a non-refundable processing fee of \$75 per student billed with the first payment. Ten-Payment Plan requires Tuition Insurance, which is added to the total due at a rate of 3% of total full day gross tuition. Enrollment Contracts received after July 1 may result in a first bill that reflects multi-month tuition charges.
- D. Those enrolled in the Ten-Payment Plan are required to purchase Tuition Insurance to protect their yearly financial obligation under the terms of the Enrollment Contract. Tuition Insurance is made available via the Enrollment Contract (for new families) and when choosing optional fees (for returning families). All purchasers of Tuition Insurance authorize the school to collect any claim for payment and credit it to the student's account. After any payment by the plan is credited, the purchaser agrees to pay the school whatever balance remains unpaid within 30 days after receipt of a final itemized bill. Details about coverage and non-refundable cost can be accessed online or by contacting the Director of Admissions. Details and conditions of coverage should be thoroughly

understood before subscribing. ***(Note: EDS advises all families to purchase Tuition Insurance, especially if relocation is a possibility.)***

- E. Prorated tuition is available for new students enrolling after September 1 at a reduced rate of 10.25% per month.
- F. Tuition Reduction - contact the Director of Admissions for additional questions or information.
 - a. Tuition assistance awards are based on financial need and availability of funds, priority is given to those submitted before March 1st. To apply for tuition assistance, families must complete an application via a third party tuition management agency (“FACTS”). All inquiries will remain confidential.
 - b. Evansville Day School is an Indiana School Choice Scholarship school. Contact the Admissions Office for scholarship information and qualification guidelines.
 - c. Multiple Child Discounts apply to families with three or more children who are not already receiving other tuition reductions. A 33% discount is offered to the third child enrolled and a 50% discount is offered to the fourth and subsequent child(ren) enrolled. This discount will be applied to the qualifying enrolled children in the lowest grade(s). Should a student who is receiving a Multiple Child Discount withdraw or be dismissed during the academic year, tuition will automatically be recalculated for the remaining student(s).
 - d. A limited number of merit scholarships are awarded to new students with high quality academic records and teacher recommendations, impressive admission test results, and who demonstrate a positive fit during the visit experience with strong potential for success at Evansville Day School. The scholarship is renewable as long as the recipient meets the award specified criteria and expectations.
- G. Any account that is 30 days past due will be charged a fee of 1.75% per month. The School is entitled to be reimbursed for any reasonable attorney fees and costs incurred in the collection of overdue accounts.
- H. Any check returned by the bank for any reason will be charged a \$50 processing fee.

CONTINUOUS ENROLLMENT & TERMS

The signed Enrollment Contract registers the student in the Continuous Enrollment program, whereby enrollment extends automatically through completion of Grade 12 or the termination of this agreement as provided herein. Accordingly, the parent(s)/ guardian(s) understands and agrees the term of this agreement shall be in effect for the academic year in which the student is enrolled and shall renew automatically for each successive academic year until completion of Grade 12, unless or until this agreement is terminated by EDS, or written notice of termination from parent(s)/guardian(s) is received in the EDS Admission Office

before April 1st of each year. Parent(s)/ Guardian(s) agrees that the absence, academic failure, or withdrawal of the student during the academic year shall not excuse, alter, abate or nullify the parent's/guardian's obligations for tuition and certain other charges and fees through the academic year.

- A. The annual enrollment deposit of \$400 will be billed to the FACTS account in March, due April 1st. The deposit is non-transferable and is non-refundable after April 1, with the exception of contingencies listed in section C.
- B. Families assume all responsibility to notify the Admission Office via email to opt out of Continuous Enrollment in compliance with the following dates and penalties:
 - a. **After April 1** - enrollment deposit due and non-refundable
 - b. **After May 1** - deposit + 10% of following year's tuition non-refundable
 - c. **After June 1** - deposit + 25% of following year's tuition non-refundable
 - d. **After July 1** - deposit + 50% of following year's tuition non-refundable
 - e. **After August 1** - deposit + 75% of following year's tuition non-refundable
 - f. **After 14th school day** - full tuition is non-refundable under all circumstances
 - g. Families unenrolling **prior** to the 14th school day may be exempt from some penalties. Applicable special circumstances include unexpected relocation 30+ miles away from Evansville Day School (must be verified by cause of relocation, i.e. employer), newly identified educational needs that can no longer be met by the School as determined by the Center for Academic Success, inability to accept Tuition Assistance package, or other circumstances approved by the Head of School.
 - h. Families unenrolling **after** the 14th day of school will be responsible for full tuition including unexpected circumstances, the only exception being newly identified educational needs that can no longer be met by the School as determined by the Center for Academic Success. Evansville Day School encourages families to utilize the tuition refund insurance plan explained below to help reduce personal liability of tuition expenses.
- C. Students not in compliance with school policies or financial obligations may be excluded from Continuous Enrollment.

SPECIAL CIRCUMSTANCES

- A. Students must intend to return for the following school year to be eligible for Student Leadership Council and other student leadership opportunities.

- B. School facilities are designed only for children who are toilet trained. Therefore, all enrolled children must be toilet trained to attend classes at Evansville Day School.
- C. In the event of an extended school closing as a result of a condition outside of the control of the School (e.g. meteorological catastrophe, pandemic, or pervasive health emergency), as determined by the School in its sole discretion, the School will take reasonable steps, to continue to provide educational services via remote learning for a reasonable time, or to teach an extended school year through June 30.
- D. Students in Grade 5-12 have the opportunity to participate in off-campus activities (i.e. Leadership Retreats, Middle School Experiential Education Week, and Intersession). These experiences are mandatory. Additional costs are associated with these programs and are announced in advance.
- E. Students in grades 6 & 7 participate in a multi-day outdoor education program to complement and enhance core curriculum subjects, character development, team building, and leadership skills. Student costs are announced in advance of the program and are mandatory.

PERMISSIONS

Parent(s)/ Guardian(s) understands, and agrees that this agreement of permissions extends until the graduation of the student(s) from EDS or the termination of this agreement as provided herein.

- A. We/I grant permission to school officials to secure emergency medical or dental treatment, hospital service, or laboratory fees for the student at the student's expense.
- B. We/I hereby give permission for photographs and/or names of any member of our family to appear on the school's and approved community partner's websites, social media, and publications, including the Yearbook and promotional materials approved by the School. We/I will contact the school's marketing department directly to opt out of any portion of this statement.
- C. We/I hereby give permission for the student to go on adult-supervised excursions planned by the School, and to use Evansville Day School's computer and internet resources, according to school rules.
- D. We/I agree to the participation by the student in any activities of Evansville Day School, including but not limited to classes, recess, physical education, dining, school-sponsored off-campus excursions, and any other school-related activity or extracurricular activity, and the use of any school facility or property.
- E. We/I agree to hold harmless and indemnify Evansville Day School, its employees, Trustees, coaches, officials, representatives, and agents from all claims, damages, or other liabilities for injuries to the

student that are not the result of gross negligence, intentional neglect, or willful or wanton conduct by the School or its agents, representatives, or employees.

- F. We/I understand and acknowledge the use of sports equipment, facilities and services involves risks, and sports are inherently dangerous, and as such, voluntary participation in such activities may result in bodily injury and/or property damage from the use of any equipment or facilities, from the activity itself, from the acts of others, or from the unavailability of emergency medical care. We/I assume all risks related to sporting activities and release Evansville Day School, its employees and agents, heirs and assigns, officers, and agree not to sue them on account of or in conjunction with any claims, causes of action, injuries, damage, or cost of expenses arising out of the activity, including those based on death, bodily injury, or property damage whether or not caused by the acts, omissions or other fault of the parties being released. We/I waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance, and/or effect is to provide a general release shall not extend to claims, material or otherwise, which the person giving the release does not know of or suspect at the time of executing the release. This means, in part, that we/I release unknown future claims.

NON DISCRIMINATORY PRACTICE

Evansville Day School does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, sexual orientation, or national origin (ancestry) in the administration of its educational policies, admission policies, tuition assistance, or athletic and other school-administered programs. The School is committed to providing an inclusive and welcoming environment for all students and members of the community.

ENROLLMENT APPEAL

Any special circumstances can be appealed through a written request to the Head of School.

I understand the Enrollment Contract and agree to the terms as outlined above by signing electronically.