

St. Stephen's and St. Agnes School Enrollment Contract 2024 - 2025

Student Name (Student):

Grade:

Date of Birth:

This Enrollment Contract for the School's 2024-2025 academic year (Contract) is entered into between Church Schools in the Diocese of Virginia, Inc. d/b/a St. Stephen's and St. Agnes (School) and the undersigned parents/legal guardians/other financially responsible parties, jointly and severally (Parents). In consideration of the terms below, the parties agree as follows:

1. Student Reservation. By entering into this Contract, Parents express the intent to enroll Student in the School in the grade level indicated above for the 2024-2025 academic year. Upon the School's receipt of the signed Contract, and the School's acceptance of the signed Contract, the School will enroll Student in the School and will undertake preparations to educate and support Student for the 2024-2025 academic year. Prior to or on June 1, 2024, Parents may withdraw Student's enrollment in the School under this Contract by delivering a written notice of withdrawal to the School's business office. If Parents withdraw Student prior to or on June 1, 2024, they will owe only the Deposit to the School.

2. Deposit. Parents must submit a non-refundable deposit to the School, identified on Schedule A of this Contract (Deposit). The Deposit will be applied as a credit toward Tuition due. The Deposit is non-refundable in all situations, including in situations of Student's withdrawal, dismissal or other separation from the School.

3. Tuition. Tuition for the 2024-2025 academic year is identified on Schedule A (Tuition). Parents will pay Tuition to the School, as well as other costs, fees, expenses and charges incurred by or relating to Student (Fees). If financial aid or tuition remission is awarded or recognized by the School and accepted by Parents, it will be applied as a credit toward Tuition due consistent with School policy. Parents must pay Tuition and applicable mandatory Fees to the School in full in accordance with the payment plan selected by Parents under this Contract. The School may charge late fees on missed or untimely payments, including those late fees identified on Schedule A. All Tuition and Fees must be paid by Parents to the School by June 1, 2025, unless otherwise agreed in writing.

4. Tuition Obligation. The School has many fixed and other financial obligations. The School relies on its contractual enrollment commitments when assessing and entering into such financial obligations. As a result, after June 1, 2024, Parents' obligation to pay Tuition and Fees in full is unconditional. After June 1, 2024, no portion of Tuition or Fees will be refunded or cancelled for any reason, including in circumstances in which Student is absent, withdrawn, dismissed or otherwise separated from the School. In the event the School, in its discretion, accepts the Contract without having received the Deposit, Parents' failure to pay the Deposit is no defense to enforcement of Parents' unconditional obligation to pay Tuition and Fees under the Contract. At the time of entry into this Contract, actual damages to the School in the event of a breach of the Contract by Parents are uncertain and difficult to determine with exactness. Recognizing that fact, in the event of withdrawal, dismissal or other separation of Student from the School after June 1, 2024, Parents agree to pay Tuition in full as a liquidated damage. Parents agree payment of Tuition in full is a reasonable estimate of the School's damages in the event of withdrawal, dismissal or other separation of Student from the School after June 1, 2024. Such liquidated damage, if applicable, will be immediately due by Parents to the School in the event of Student's separation. If Parents have not met all financial obligations to the School, the School may take any action it deems appropriate, including (a) prohibiting Student from attending School classes, events and programs, (b) not issuing or certifying Student's grades, course credits, transcript, diploma or other documents, (c) subject to applicable law, not complying with a records request on the basis that there exists an outstanding financial obligation to the School and (d) separating Student from the School.

5. Tuition Refund Insurance. Subject to policy terms, tuition refund insurance (TRI) exists to help Parents pay some or all of their financial obligation to the School upon later withdrawal or other separation of Student from the School. Depending on the payment plan selected, Parents may choose or be required to purchase TRI. The cost of TRI, if applicable, is identified on Schedule A. In the event of a TRI-covered separation of Student from the School, Parents authorize the School to process,

receive, collect and deposit any claim payment to which Parents are entitled under their TRI policy. Upon receipt of the funds, the School will credit any TRI payment against Tuition and Fees due and will pay excess TRI money, if any, to Parents.

6. Program Delivery. The School operates under the supervision and direction of the Protestant Episcopal Church in the Diocese of Virginia. The School is dedicated to providing an exceptional educational opportunity for all students. However, the School cannot guarantee the standard, quality or educational outcome of Student's education as a result of their enrollment in the School. The School generally strives for in-person instruction. At its discretion, depending on circumstances, the School may elect to operate on a distance-learning basis or on a hybrid-learning basis involving both in-person and distance-learning education. The School may also, at its discretion, elect to extend its academic year, adopt an alternative schedule or add to, modify or remove its schedule, course offerings, activities, programs, publications, location and personnel as circumstances may dictate.

7. School Authority. All decisions regarding student enrollment, conduct, academic performance, grade placement and advancement, financial account and the establishment, interpretation and enforcement of School rules, policies and procedures are vested with the Head of School, and their designated alternate, at their absolute discretion. The School may discipline Student if Student's work or conduct, or a Parent's conduct, is deemed unsatisfactory by the School, up to and including separation from the School. Discipline may result from Student or Parent conduct taking place on or off School property or through personal or School systems, accounts, devices or equipment. Parents agree to pay for any damage to School property caused by Student or Parents.

8. School Policies. Parents and Student are bound by the School's rules, policies and procedures, including those set forth in the School's student/parent handbook. None of the School's rules, policies or procedures constitute or are intended to constitute an express or implied contract. The School may add to, modify or remove its rules, policies and procedures at any time.

9. Cooperation. Parents will cooperate with the School in all matters relating to the School and to Student's enrollment, including education, development, conduct, health, curriculum and financial matters. A Parent's inability to cooperate with the School may cause the School to take action against Student, including dismissal of Student or restriction on Student's or a Parent's participation in School activities. Parents agree to pay the School's fees, costs and expenses, including its reasonable attorney's fees, expended by the School as a result of a Parent's direct or indirect involvement of the School in any divorce, custody or other family legal matter involving a Parent or Student, including subpoenas for School records or School or employee testimony. In addition, a court may have limited or denied a Parent's or another individual's access to or involvement with Student and Student-related documents. Parents will promptly provide the School a copy of all operative legal documents relevant to Student's enrollment in the School and to Student's records.

10. Verification. Parents certify that all information they have provided or caused to be provided to the School, whether orally or in writing, is true and complete to the best of their knowledge. Parents certify that they have provided all information about Student relevant to Student's enrollment in the School, such as information regarding mental, physical, emotional and health needs and challenges, as well as behavioral and disciplinary history. Parents agree to provide updates to relevant Student information and to provide new relevant information about Student to the School as it materializes. False, incomplete, omitted or misleading information provided about Student, Parents, Parents' finances or otherwise may result in Student's suspension or dismissal from the School.

11. Force Majeure. The School will not be liable for any failure or delay in the performance of its duties or obligations under this Contract to the extent such failure or delay is caused by a force majeure or an event beyond the School's reasonable control. Such events include but are not limited to: fire, flood, earthquake, hurricane, tornado, other natural disaster, act of God, war, government action, act of terrorism, riot, epidemic, pandemic, viral outbreak, strike, labor dispute or other major upheaval which renders performance of this Contract impractical, illegal, impossible or otherwise inadvisable. In such an event, the School's duties and obligations under this Contract will be modified or suspended, at the School's discretion, until such time as the School determines that it may safely and ably resume performance. The School will provide notification of such a suspension or modification by a reasonable time and method. During such a suspension or modification, Parents will make all payments due to the School, and there will be no refund of Tuition, Fees or other payments previously made.

12. Indemnification. Parents, for themselves and on behalf of Student, agree to indemnify, defend and hold harmless Church Schools in the Diocese of Virginia, Inc. (Church Schools), the School and each of Church School’s agents, employees, trustees, directors, officers, representatives, successors and assigns (each, an Indemnitee), from and against any and all claims, demands, causes of action, lawsuits or other proceedings brought or threatened against Church Schools, the School or any Indemnitee (each, a Claim), and to pay all of Church Schools’, the School’s and each Indemnitee’s costs in connection with any Claim, including but not limited to judgments, amounts paid in settlement, fines, penalties, forfeitures, liabilities, damages, costs, expenses and fees (including reasonable attorney’s fees through final appeal), of whatever kind or nature, in any manner, directly or indirectly arising out of or in connection with: (a) Parents’ breach of this Contract, (b) Student’s enrollment in, participation with or separation from the School, (c) Parents’ relationship with the School, (d) the School’s involvement in any Parent divorce, custody or other family legal matter, (e) personal injury or illness to a Parent or Student which is not the result of gross negligence or willful misconduct by the School, (f) damage to or loss of personal property of a Parent or Student or (g) damage to School property or equipment by Parent or Student. The School will not be liable for any special, indirect, consequential, lost profit or punitive damage. Church Schools will have the exclusive authority to, at its discretion, appoint legal counsel and control the defense or settlement of any Claim.

13. Miscellaneous. This Contract constitutes the entire agreement between the parties with respect to Student’s enrollment in the School during the 2024-2025 academic year and supersedes all prior and contemporaneous agreements between Parents and the School with respect to Student’s enrollment in the School during the 2024-2025 academic year. The School may, but has no obligation to, enter into a subsequent enrollment contract with Parents relating to Student. This Contract may be amended only by a written agreement signed by all parties. The headings contained in this Contract are for reference only. Throughout this Contract, unless context requires, plural words may be construed to mean the singular and vice-versa. This Contract will in all cases be construed as a whole, according to its fair meaning and not strictly for or against any party. Waiver by a party of any breach of any provision of the Contract will not operate as a waiver by that party of any subsequent breach. The real or perceived existence of any claim or cause of action by Parents or Student against the School, whether predicated on this Contract or another basis, will not relieve Parents’ obligations under this Contract and will not constitute a defense to the enforcement of this Contract by the School. The sections of this Contract are severable, and if any section of this Contract is for any reason held to be invalid or unenforceable, the remaining sections will not be affected thereby. This Contract will be governed by and subject to the laws of the Commonwealth of Virginia. This Contract will be subject to the exclusive jurisdiction of the courts of the city of Alexandria, Virginia or the United States District Court for the Eastern District of Virginia, Alexandria Division. All parties agree to personal jurisdiction in any such venue. The parties knowingly waive the right to a trial by jury in any legal action relating to this Contract or the relationship it establishes. If the School engages legal counsel to enforce or defend any section of this Contract, and the School prevails in such enforcement or defense, Parents will pay the School’s costs, expenses and fees incurred in such action, including its reasonable attorney’s fees through final appeal. If Parents initiate and then voluntarily dismiss (for whatever reason) a legal claim against the School relating to this Contract or the relationship it establishes, the School will be the prevailing party under the Contract as a result of such voluntary dismissal.

14. Electronic Signature. This Contract is expected to be electronically signed by all Parents. Each Parent assumes joint and several financial responsibility for Tuition and Fees incurred by or relating to Student. By electronically signing this Contract, Parents acknowledge that (a) they intend to enter and are entering into this Contract with the School, (b) they have read, understand and agree to the terms of the Contract, (c) they are willingly acquiescing and intending to conduct an electronic transaction, and (d) their electronic signatures on the Contract are legally binding and are equivalent to their signatures as if handwritten.

[Signatures to follow.]

Understood, accepted and agreed:

Parent Name	Signature	Date
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Parent Name	Signature	Date
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Kirsten Adams, Head of School

Authorized School Representative Name and Title	Signature	Date
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Schedule A

1. **Deposit.** The Deposit for the 2024-2025 academic year is identified below:

Deposit	\$
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2. **Tuition.** The Tuition for the 2024-2025 academic year is identified below:

Tuition	\$
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3. **Tuition Refund Insurance.** TRI for the 2024-2025 academic year is identified below:

Tuition Refund Insurance	1.75% of Tuition, if Selected
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4. **Payment Plans.** Of the payment plans offered, Parents have chosen to pay Tuition as follows:

	Parents will pay Tuition to the School in equal payments. The first Tuition payment is due based on the payment plan selected during the registration process.
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5. **Late Fees.** The School may charge a late fee of \$40 on any missed or untimely payment.