Continuous Enrollment Contract

This is a legally binding contract that covers all future academic years. Read it carefully.

THIS ENROLLMENT CONTRACT ("Contract") between Walnut Grove Christian School ("School") and the parents or guardians ("Parent" or "Parents") jointly and severally, is being made for the purpose of inducing the School to reserve a place for the student of the Parent (individually and collectively referred to as "Student") at the School. It defines the terms and conditions of the Student's enrollment in the School. The contract provides for continuous enrollment and covers all future academic years unless the Parent opts-out as provided herein.

1. Enrollment and Continuous Enrollment Fees: Parents understand that to reserve a place for the Student listed above for the **2025-2026** academic year and all academic years thereafter, Parents must complete this original executed Contract and pay the required Enrollment/ Continuous Enrollment fee for each student as set forth on the Tuition/Fees and Payment Plan Options Page, which is incorporated herein by reference, by the due date indicated on your **FACTS** account billing. Enrollment/Continuous Enrollment fees are not refundable or transferable. Grade/classroom placement will be made by the School in accordance with the School's standard practices. Curriculum and staff changes/decisions are made in the School's discretion.

This enrollment contract **continues from year to year** as your child attends WGCS. In January of each future year, the school will publish changes to the continuous enrollment contract as it deems necessary, including but not limited to, fees and tuition for the following academic year. If you choose not to enroll for the following academic year, you must notify the School in writing as directed to opt-out by January 31 of the then-current academic year.

After the opt-out period, the School will bill your FACTS account for the following academic year's continuous enrollment fee. Continuous enrollment will be accomplished by paying timely the continuous enrollment fee for the following academic year without the need for signatures or manual intervention. Contact the business office for changes in FACTS billing options.

2. Financial Policy: Tuition Management -Walnut Grove Christian School uses FACTS Tuition Management for student billing, including tuition. All families must set up an account with FACTS. Tuition Payment Options: Annual Payment: Pay full tuition by July 5 (5% discount included), Two-Pay Plan: Two equal payments due on July 5 and January 5, Monthly Bank Draft: Pay in twelve equal installments from July to June, drafted on the 5th of each month Enrollment is not complete until: (1) Payment plans have been finalized and (2) An active payment method is on file.

Fees and Payments - The Enrollment/Continuous Enrollment Fee is due at enrollment and annually by January 31 for the next school year (FACTS will automatically draft your account Feb 5th). All other fees and charges are due by the 20th of the month they are billed unless stated otherwise.

Payment Plans - Payment plans only cover tuition; other fees must be paid as billed.

Updating Information - Families must keep bank draft or debit/credit card information updated for incidental charges.

Responsibility for Communication - Parents or guardians must regularly contact the Business Office about payment plans and review their financial records. They should report any errors quickly to ensure smooth payment processing.

Accepted Payment Methods - The only direct tuition payments that will be accepted by the School Business Office are full tuition payments due by July 5 or for mid-year enrollees by the first day of classes. Payments for tuition, fees, and other incidental charges should must be paid online via bank draft, e-check, or debit/credit card through FACTS.

Returned Payments - If a bank draft or check is returned, any existing payment plan will be canceled, and the account will be considered delinquent. There is a return fee of $30 for each attempt.

Late Fees - Fees or charges not paid by the 20th of the month are past due and may incur late fees.

Athletic Participation Policy - Walnut Grove Christian School follows their affiliated athletic association(s) rules regarding past due balances affecting athletic eligibility. Accounts overdue past 60 days may lead to ineligibility for participation.

Delinquent Accounts - Accounts overdue by 30 or more days without a payment plan are considered delinquent, and subject to: Suspension from class until the account is current or arrangements are made with the WGCS Board, Holds on grades, report cards, transcripts, diplomas, and access to the FACTS family portal, Exclusion from extracurricular activities like athletics, fine arts, and trips, Seniors will not be allowed to walk at graduation, Accounts with non-payment history may be reviewed and result in immediate withdrawal, Accounts overdue by 90 days will be considered seriously delinquent and may be sent to collections if not resolved.

Alternate Payment Arrangements - Any alternative payment plans must be approved by the Business Office at least ten days before the next scheduled FACTS draft. Proposals need to be in writing, outline the payment schedule, and be signed by those responsible for payment. Missing one payment cancels the arrangement.

Re-enrollment Criteria- Students will not be eligible to re-enroll if there is an outstanding balance from the previous school year until it is fully paid, or a payment plan is agreed upon with the Business Office.

Confidentiality of Account Information - The Business Office can only discuss account details with those listed as financially responsible. Written permission from the responsible person is needed for any discussion regarding the account.

Incidental Charges - Families may receive incidental bills for damaged or missing school property, including textbooks, athletic uniforms, and Chromebooks.

Service Modifications - In the event WGCS determines it must modify or change its method of delivery of services due to conditions outside of its control including weather conditions, health, safety, operational or financial, the school may notify families of such modification or change, and the tuition plan option as selected by the family will stay in full effect for the school year.

3. Continuous Enrollment Withdrawal Policy: Partnership is a core value of Walnut Grove Christian School. As a part of this partnership the timely enrollment of students is necessary for effective school planning. Continuous enrollment is in place for the ease and convenience of our WGCS families who plan to establish a long-term relationship and meet the school's needs for effective planning for the upcoming school year. By agreeing to continuous enrollment, your student(s) will be automatically enrolled for the following school year.

I hereby Opt-In to Continuous Enrollment for my student. This means I have read and I agree to abide by the Continuous Enrollment policies stated below and that my student will remain at WGCS through graduation unless I notify the school by completing the Student Withdrawal Form (located in our FACTS family portal under webforms). I understand that I have **until January 31 of each year** to notify Walnut Grove Christian School's Admissions Director of any change in my plan for Continuous Enrollment. Continuous Enrollment fees for the following school year will automatically be billed annually and drafted on **February 5th** each year unless I have notified WGCS otherwise and other arrangements have been approved. If I withdraw my student after January 31, I understand that the Continuous Enrollment Fee is non-refundable. Any previous year balances will remain.

WITHDRAWAL POLICY: Walnut Grove Christian School relies on enrollment and tuition income to meet operating expenses. Since salary obligations are contractual in nature and are based on income projected by enrollment contracts, it is essential that the income from tuition be assured. If enrollment is cancelled or in the event of separation for any reason between the student and the school, the tuition obligations are as follows:

- Withdrawals in February: no tuition obligation
- Withdrawals during March - June: 10% of annual tuition
- Withdrawals during July - August: 25% of annual tuition
- Withdrawals during September - November: 50% of annual tuition
- Withdrawals during December and after: 100% of annual tuition

*Please note, once your non-refundable Enrollment Fee/Continuous Enrollment Fee is received, you are responsible for tuition as stated above for both the current school year and the following school year.

4. Termination of Student's Attendance: Parents acknowledge that Parents and the Student must abide by the School's rules, general statements, regulations, and traditions as set forth in the Student/Parent Handbook, Student Standards, School Uniform Agreement, Internet Policy or other published documents (as may be amended from time to time). The School has the right to suspend or terminate the attendance of any student for reasons set forth in this Contract, for violation of the Student/Parent Handbook, Student Standards, School Uniform Agreement, Internet Policy or other published documents, for reasons that the School administration considers detrimental to the School community, student, or to other students of the School, or for Parent failure to pay all or any part of the financial obligations for Student's attendance (including any amounts charged on Student's account with the School).

5. Release of Student Records: All accounts must be paid in full before records and transcripts can be released or transferred to other schools. Parents consent and hold the School harmless for the release of Student's records and information upon request by an educational institution or law enforcement agency. Parents also release and hold the School harmless from any liability stemming from the use, disclosure, or release of Student records or information.

6. Photos and Images: The Parents agree to allow the Student's photograph, identifying information, image, voice, and information to be used by the School for use in the School's publications, promotional materials, social media sites, and website, without compensation and without prior notice. Parent also allows Student to be interviewed by the media on campus or at school-related events. Parent releases and holds the School harmless from any liability stemming from the use of the Student's name, identifying information, photograph, voice, image, or information. All copies, masters, negatives, pictures, and proofs shall constitute the school property, solely and completely.

7. Permission to Participate: I give permission for my student to take part in any and all school activities, class field trips, including sports and school-sponsored trips away from the school premises, and absolve the school from liability to us or our student at school or during any school activity. This statement of cooperation will serve as a blanket permission slip.

8. School/Family Cooperation: A positive and constructive relationship between the School and Family (Parent, Student, or other Family Member) is essential to the fulfillment of the School's educational purpose and responsibilities to its students. If any Family Member engages in behavior, communications, or interactions on or off-campus (including during School-sponsored events), is disruptive, intimidating, or overly aggressive, or reflects a loss of confidence or serious 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 in its discretion to dismiss the Family or Family Member from the community. In addition, the School reserves the right to place restrictions on a Family Member's involvement or activity at School, on School property, or at School-related events if the Family Member engages in behavior or has a status (such as a criminal conviction) that would reasonably suggest that such restrictions may be appropriate for the community. There will be no refund of tuition where such enforced withdrawal occurs and any unpaid balance is payable in full according to the terms of this Agreement. If for any reason in the best interest of the School, the School also reserves the right to withdraw an offer of enrollment or re-enrollment at any time and to void an executed Enrollment Agreement.

9. Medical Authorization: If in the opinion of a properly licensed and practicing physician, Student needs medical or surgical services which require Parents' pre-authorization or consent, Parents hereby authorize, appoint, and empower the School to act as Parents and furnish such consent on Parent's behalf in the event the School cannot reach the Parent after reasonable efforts. Parents confirm that it is their desire that Student be furnished with such medical or surgical services as soon as reasonably possible after the need arises. Parents hereby release and hold the School

harmless from any liability which might arise from the giving of such consent. Parents agree to reimburse the School for any medical expenditure made on the Student's behalf.

10. Consent to On-Site Medical Care: The Parents hereby authorize the School to provide first aid and medical care as outlined in the Authorization for Administration Form(s) signed by Parents. Forms are available on our school website and FACTS Family Portal. Parents hereby release and hold the School harmless from any liability which might arise from the provision of such medical care.

11. Medical/Psychological Notification Requirements. The School is an educational institution and as such makes no assertions that it is a medical provider. Parents have a continuing obligation to make the School aware of any significant medical or psychological treatments, conditions, or ailments that affect the Student. The School makes reasonable efforts to meet the needs of the Student and must have Parents' full cooperation regarding medical and psychological conditions to aid in these efforts. Should the school determine, in its sole discretion, that it is unable to provide the necessary educational services, medical services, facilities or equipment to accommodate the Student's medical or psychological needs, the School may terminate this Contract. If it is determined by the School, in the School's sole discretion, that the Parents knew or should have known of the Student's medical or psychological needs and did not disclose such needs to the School, there will be no refund of tuition and any unpaid balance is payable in full according to the terms of this Contract.

12. Custodial Policy: It is the policy of the School to view each biological parent or legal guardian as having full rights and responsibilities unless those rights have been altered and/or prohibited in a legally binding document. It is the parent's responsibility to provide any legally binding documentation to the School.

13. 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 advertising. Information included in the materials (including class sizes, student-to-teacher ratios, School accreditations, teacher qualifications, specialization, and length of service, etc.) may change as programs grow and as staff changes. Only the Head of School (or his/her designee) has the authority to make commitments regarding the nature of the program, specific arrangements for the Student or other changes from the School's regular curriculum.

14. Governing Law; Waiver of Jury Trial: This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to principles of conflicts of law. The parties agree to waive the right to a 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 statutes, ordinances, or common law.

15. Reimbursement for Domestic Legal Issues: The School's primary purpose is to provide educational opportunities to the students within its institution. Parent 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 causing the School to incur legal fees and costs associated with such issues. Therefore, Parent agrees to reimburse the School within thirty (30) days of billing for all legal fees and costs incurred by the School as a result of Parent's domestic legal disputes. Any dispute between the Parents regarding which Parent may owe which portion of the bill should be resolved between the Parents so that the School is paid on a timely basis. Parent's failure to pay such fees/costs promptly may result in dismissal of the Student and/or Family from the School.

16. 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, hurricane, 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.

17. Student's Satisfactory Completion of Current School Year: This Contract is 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 and will refund to Parent all tuition paid.

18. Entire Agreement; Modification and Waiver. This Continuous Enrollment Contract including all future year changes constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous oral or written agreements, representations, and understandings of the parties. This Contract is binding upon and inures to the benefit of the parties, their heirs, successors, legal representatives and assigns. No supplement, modification, or amendment of this Contract shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making such waiver.

19. Severability. If any provision of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.