



### Enrollment Agreement 2018-19

Enrollment Date: _____
Received: _____
<input type="checkbox"/> CASH <input type="checkbox"/> Check# _____
<b>(FOR OFFICE USE ONLY)</b>

Full Name of Student (Please Print): \_\_\_\_\_ Entering Grade: \_\_\_\_\_

In consideration of the enrollment of the above-named student (the "Student") by Honolulu Waldorf School ("HWS" or the "School") for the 2018-2019 school year, the undersigned parent(s), legal guardian(s), and/or financially responsible individual(s) ("I"), jointly and severally, and intending to be legally bound, agree to all of the following terms and conditions, including the obligation to pay the tuition amount due and all other School-related costs incurred by or on behalf of the Student. I, on my own behalf and on behalf of the Student, agree as detailed below.

This Enrollment Agreement (the "Agreement") is for the 2018-19 school year only. The School may deny any student enrollment in the School. This Agreement is contingent upon the Student's successful completion of the 2017-2018 academic year (whether at the School or elsewhere) in good academic, disciplinary, and financial standing, as determined by the School, in its sole discretion.

**Financial Obligations:** This Agreement must be submitted with a non-refundable, non-transferrable Deposit (the "Deposit"). If I submit this Agreement prior to June 1, 2018, I agree that the amount of the Deposit will be \$500. If I submit this Agreement on or after June 1, 2018, I agree that the amount of the Deposit will be \$1,500. The Deposit will be applied against tuition charges for the first payment of the payment plan selected below. The School will not hold a place for the Student without this executed Agreement and the Deposit. I understand that Deposit will be forfeited if the Student does not attend, withdraws from, or is dismissed from the School.

I understand and agree that I am unconditionally responsible to pay the Student's School Account (the "Student Account") and all other charges incurred by the Student pursuant to the terms of this Agreement. The Student Account is comprised of School tuition and all related ancillary fees and other expenses or charges the Student may incur during the entire academic year.

All billing and payments not paid in full, including tuition and auxiliary program charges and fees, will be processed through SMART Tuition. The Yearly Tuition and Fee Schedule 2018-2019 ("Fee Schedule") sets forth the applicable tuition, fees, and other charges due to the School. The Student's full year tuition (listed in the Fee Schedule) is due and payable on or before June 20, 2018. Alternatively, I may enroll in the School's two (2) or ten (10) installment payment plan beginning June 20, 2018. Payment of tuition and fees must be made in accordance with the payment options available. Payments are automatically deducted via checking/savings account or credit card. The School offers family discounts on tuition which are applicable to younger siblings enrolled in the Early Childhood program through Grade 12. The School offers a 10% discount for the second child and a 15% discount for any additional siblings. I, jointly and severally, agree to pay all tuition, fees, and charges to the School in one of the following ways (check one):

- Plan A: One Payment Plan.** Full tuition payment due on or before **June 20, 2018**
- Plan B: Two Payment Plan.** Two tuition payments due on **June 20, 2018** and **November 20, 2018** \*Administrative Fee: \$150.00
- Plan C: Ten Payment Plan.** Ten monthly tuition payments beginning **June 20, 2018** \*Administrative Fee: \$300.00

Tuition and After-School Care will be pro-rated for mid-year enrollment. I understand that mid-year enrollment does not otherwise affect my payment obligations to the School provided for by the terms of this Agreement.

**Tuition Assistance:** Any family that is eligible for financial aid will receive a written modification to this Agreement, reflecting the reduced total amount of the financial aid award due for the 2018-2019 academic year. To accept the financial aid award, the family is required to provide written notification to the Business Manager by the date indicated in the award letter signifying the family's acceptance of the award and the new, reduced total tuition, the family is required to execute and return the financial aid form to the School. In the event the Student withdraws or is dismissed from the School for any reason, any financial aid granted or to be granted to the Student shall be immediately withdrawn.

**Cancellation of Agreement:** I understand that written notice of cancellation of this Agreement must be received by the Enrollment Coordinator in order to terminate this Agreement, but that no portion of the required non-refundable Deposit will be refunded or cancelled for any reason whatsoever. I understand that the School relies on its enrollment numbers when entering into contractual obligations to provide services to the Student. I also acknowledge and agree that the expenses of the School do not diminish with the departure of the Student, whether via withdrawal, expulsion, or for any reason voluntary or involuntary, either prior to, or during, the school year.

If the Student withdraws from the School for any reason whatsoever, or if the School dismisses the Student, for any reason whatsoever and at the sole discretion of the School, I agree that all fees that are due must be paid in full upon dismissal or withdrawal, and the balance of tuition and other fees for the remaining portion of the school year is determined by the date of the receipt of written notification. I agree that if the Student withdraws, I am required to pay a withdrawal fee as outlined in the Fee Schedule that supplements financial loss incurred by the School as a result of the Student's withdrawal or dismissal for any reason. The withdrawal fee applies regardless of payment plan and regardless of enrollment date.

**Delinquent Accounts:** All payments are due according to the Payment Plan elected above. Failure to make timely payment on a Student Account may result in significant consequences. Any fee or tuition payment that is delinquent more than thirty (30) days shall be subject to a late payment fee assessed by SMART, as referenced in the Fee Schedule. I understand that if the Student Account is not current, the Student may be prohibited from attending school, classes, or other school activities. If the Student Account has not been paid in full within sixty (60) days of the due date, the School may, to the full extent permitted by law, refuse to enroll or re-enroll the Student, suspend the Student from classes and/or school events, dismiss the Student, or take any other action that the School deems appropriate. If the Student Account has not been paid in full prior to the last day of school, no official grades or diploma will be released and the Student will not be permitted to participate in graduation ceremonies.

Acceptance of late payments by the School shall not constitute a waiver of any subsequent delinquency, default, or breach of this Agreement. I shall bear any and all costs of collection on the Student Account, including, but not limited to, administrative costs, attorneys' fees and costs, and collection company fees or other costs incurred by the School in the collection of any unpaid balance. Any bank charges for returned checks will be charged to the Student Account along with an administrative fee.

**Parent & Student Handbook:** The Student and I agree to comply with the School's policies, rules, regulations, and standards of academic and social behavior as stated in the Honolulu Waldorf School's Parent Handbook (the "Handbook"). I understand that the Handbook sets forth general expectations regarding the Student's enrollment at the School, but that it does not constitute a contract between me and the School or the Student and the School, and that the School may deviate from the guidelines and expectations set forth in the Handbook in its discretion as individual circumstances may warrant. In the event of a conflict between the terms of this Agreement and the policies and provisions of the Handbook, the terms of this Agreement shall govern.

**Educational Representations:** In its literature and in conversations with teachers and administrators, the School strives to describe its approach to education, but the School makes no representations or undertakings as to any particular educational outcomes for any student. I understand that the School may change its course offerings and activities, as well as its policies, procedures and practices, from time to time as circumstances may warrant, in its sole discretion. Enrollment by the School is not a guarantee of placement of the Student in a specific classroom with a specific teacher. The School makes no guarantee regarding the re-enrollment of other students or classroom composition in any particular program.

**Expectations:** Attendance at HWS is a privilege. The School believes that an active and willing partnership, among the School, the Student, and parents/legal guardians is essential to fulfillment of the School's educational mission and statement of values. The School requires parents, including those who are separated or divorced, to cooperate in the Student's best interests with respect to the Student's education, including avoiding being disruptive to the Student's education. Separated or divorced parents must provide details of the custody arrangement to the School and keep the **Front Desk Staff** at the School apprised of any changes in custody arrangements and other matters that may affect the Student or the School. The School may, in its discretion and without limitation, suspend, dismiss, or refuse to enroll a student if the School concludes that the Student, or a family member or other individual associated with the Student, has engaged in any behavior (whether on or off campus, and whether during the school year or otherwise) that, in the School's discretion, interferes with the School's ability to fulfill its educational purposes or runs contrary to the best interests of the School or members of the HWS community. Examples include, but are not limited to, the following circumstances: (i) the Student is not satisfactorily meeting the School's standards for academic performance or social conduct; (ii) the Student, the Student's parents or guardians, or anyone associated with the Student, engages in behavior that is deemed unsuitable by the School; (iii) the Student's family does not participate with the School in the spirit of cooperation and partnership that the School deems necessary to support the Student's education; or (iv) the Student Account is outstanding. The decision of the School in this regard shall be final. I understand and agree that no such action taken by the School will release me from the financial obligations under this Agreement.

**Representation and Warranties:** I understand it is essential that I communicate with the School and promptly disclose to the School any details that may affect the Student's experience at the School. I attest that all of the information I have provided to the School about the Student is truthful to the best of my knowledge. I affirm that I have disclosed all relevant information about the Student to the School. Any false, inaccurate, incomplete, or misleading statements may lead to dismissal of the Student.

**Health Insurance:** I understand that I am responsible for the costs of medical care for the Student while the Student is enrolled at the School. I understand that the Student is required to have health insurance coverage with a U.S. insurance company that provides the level of benefits deemed necessary by the School. I am responsible for providing the School with the name of the carrier and policy number that insures the Student at the time of enrollment. I agree to notify the School if this coverage changes and to provide the School with the Student's current health insurance carrier and policy number.

**Immunizations:** In accordance with Hawaii law, the School requires all students to provide proof of up-to-date immunizations, including, but not limited to, for tuberculosis, or a certificate of exemption before attending school. I understand that the Student may be prohibited from attending the School unless and until the Student has provided the required proof of immunization signed by a medical professional or proof of a qualified religious and/or medical exemption, pursuant to Hawaii law.

**HWS's Name:** I agree that I am not authorized to use the School's name ("Honolulu Waldorf School") or any likeness of the School's name, reference to the School (e.g., "HWS") or crest or logo in any way, without the express written permission of the **Administrative Director**. If the Student or I participate in any activity that uses the School's name or name with likeness or resemblance to the School's name or logo that is parent-organized or led by others, including current and former HWS faculty, I understand that the activity is not sponsored or endorsed by the School unless I receive written notice from the **Administrative Director** stating that the activity has been recognized by the School.

**Severability, Counterparts, and Entire Agreement:** This Agreement, and all rights and obligations provided for herein, is governed by Hawaii law without regard to conflict of law principles. Any dispute arising out of this Agreement or otherwise between the School and me must be heard exclusively in the state or federal courts located in Hawaii. If any part of this Agreement is found to be unenforceable or illegal, the remainder of this Agreement shall still be valid and enforceable to the fullest extent permitted by law. This Agreement is the entire agreement of the parties relating to the Student's enrollment at the School, and I acknowledge that I am not relying on any other oral or written agreements. This Agreement may not be amended except in a written document signed by all parties that expressly acknowledges such amendment. Multiple copies of this Agreement may be signed, all of which shall constitute one and the same agreement. I understand that certain provisions of this Agreement survive termination of the Agreement.

I understand and agree that this Agreement is a binding and enforceable legal obligation and that the School may bring a civil action to enforce the obligation. In such an event, I agree that I shall be liable for and shall pay to the School, its costs, including, but not limited to, attorneys' fees, in bringing and prosecuting the enforcement action, in addition to any other amounts that I may owe the School by way of judgment, settlement, or otherwise.

**For International Students ONLY: Homestay Arrangements:** I acknowledge that the School is not responsible for selecting a host family for the Student. As such, I am solely responsible for establishing and maintaining such living arrangements and for determining the suitability of any host family that I select for the Student.

**For International Students ONLY: Travel Expenses:** I am responsible for the Student's travel expenses at the beginning and end of the academic year, as well as during any vacation periods. I agree that it is our sole responsibility to arrange airport pickup for the Student and any expenses incurred in connection with such travel arrangements.

**For International Students ONLY: Visa Requirements:** Per United States immigration regulations, I understand and agree that if the Student is in the United States on a B-2 visitor (visa) and enrolls in the School prior to receiving a change to F-1 student visa status, the Student's F-1 student visa status may be denied, thereby detrimentally affecting the Student's lawful immigration status.

**For International Students ONLY: International Student Guardian:** All international students must have a local guardian, approved by the School, who will take responsibility for the Student in the event of a natural, medical, or other emergency. I must provide the School with the name, address and telephone number of the guardian at the time of enrollment.

**Force Majeure:** I agree that the duties and obligations of the School under this Agreement may be modified or suspended immediately and without notice because of *force majeure* causes beyond the School's reasonable control and occurring without its fault or negligence including, but not limited to, acts of nature, fire, wars, governmental action, terrorism, epidemic, pandemic, or any other event beyond the School's control. If such an event occurs, I acknowledge and agree that my obligations under this Agreement, including the tuition obligations outlined in this Agreement, shall continue and the School's duties and obligations under this Agreement may be modified, suspended, or postponed until such time as the School, in its sole discretion, may safely resume operations. I acknowledge and agree that the sole remedy for a *force majeure* event is future service delivery and not a tuition refund.

**Signatures are required by all parent(s), legal guardian(s), and other individuals who are financially or otherwise responsible for the Student.**

By checking this box, I acknowledge that I have read this Agreement and understand and accept all of its terms and conditions.

Parent/Guardian 1 Full Name (Please Print)		SIGNATURE		Relationship to Student	Date
Address		Unit/Apt.			
City	State	Zip Code			
Residential Phone	Mobile Phone	Email Address			

Please check here if you are not financially responsible for the Student's Account and please print the name of the financially responsible party

The responsible party must fill out their section below. Enrollment Agreements must be signed by at least one financially responsible party.

By checking this box, I acknowledge that I have read this Agreement and understand and accept all of its terms and conditions.

Parent/Guardian 1 Full Name (Please Print)		SIGNATURE		Relationship to Student	Date
Address		Unit/Apt.			
City	State	Zip Code			
Residential Phone	Mobile Phone	Email Address			

Please check here if you are not financially responsible for the Student's Account and please print the name of the financially responsible party

The responsible party must fill out their section below. Enrollment Agreements must be signed by at least one financially responsible party.

By checking this box, I acknowledge that I have read this Agreement and understand and accept all of its terms and conditions.

Other Financially Responsible Party (Please Print)		SIGNATURE		Relationship to Student	Date
Address		Unit/Apt.			
City	State	Zip Code			
Residential Phone	Mobile Phone	Email Address			