CRISP ACADEMY TUITION CONTRACT AND FINANCIAL AGREEMENT 2023-2024 ADMISSION APPLICATION

THIS AGREEMENT, entered into this the _____ day of _____, 2023, between d/b/a CRISP ACADEMY, (alternatively referred to at times as "SCHOOL") and the undersigned parent(s) and/or guardian(s) of the student(s) herein named, _____ (hereinafter called "PARENT").

WHEREAS, Parent desires to enroll the student(s) hereinafter named in Crisp Academy which is operated as a private, non-profit college preparatory academy including Grades K-5 through 12 with K-3 and K-4 preschool programs. This contract is subject to the absolute right of acceptance and/or rejection and/or termination by the SCHOOL, at any time.

WHEREAS, by execution of this agreement PARENT approves, affirms, accepts and agrees to the terms of this agreement and the policies of the SCHOOL, as contained in the handbook or otherwise published by the SCHOOL.

WHEREAS, it is expressly agreed that the SCHOOL has the absolute authority, in its sole discretion to alter, change, or amend its policies without any notice to PARENT.

NOW THEREFORE, the Parent does hereby make application and has submitted a completed REGISTRATION CONTRACT and ADMISSION APPLICATION to Crisp Academy for admission of the Student(s) herein named and, by the below signature(s), Parent hereby agrees to all terms herein.

1. STUDENT(S) GRADE ENTERING 2023-2024

2. **REGISTRATION FEE:** A \$275 <u>non-refundable</u> Registration Fee is due at the time a student is registered for the school year. Current families must re-enroll during the re-enrollment period which begins on February 14, 2023 and ends on March 5, 2023.

After March 5, 2023, Registration Fee is \$375.00 and is a first come first serve basis. This Registration Fee is per family and is in addition to Tuition Fees.

3. OBLIGATION OF TUITION FOR THE FULL SCHOOL YEAR: The parties agreed that the Student is enrolled for the full 2023-2024 academic year and no adjustment of fees, tuition or other changes shall be made by Crisp Academy for absences, dismissal or withdrawal of the student herein named. Tuition for students who receive scholarships will be modified after the

scholarship award amount is determined and a new tuition payment schedule will be calculated and issued when the payment plan is finalized by the school. It is understood that the payment of tuition is a condition of a student's enrollment at Crisp Academy. This Tuition Contract and Financial Agreement is binding when signed and submitted by the undersigned parent and/or guardian of the student and upon final acceptance by Crisp Academy. The obligation to pay tuition for the full school year is unconditional regardless of a student's illness, absence, withdrawal, suspension or expulsion. It is further understood and agreed by the undersigned parent/guardian that this Tuition Contract and Financial Agreement is not a fractional contract even though the parent and/or guardian may choose to pay the tuition semiannually or in monthly installments. In the event of a student's absence by reason of illness, suspension or expulsion for disciplinary reasons, suspension or expulsion for non-payment of tuition, or voluntary withdrawal from Crisp Academy, the tuition contract will be due in full at the time of withdrawal before any records will be released.

GRADE	ANNUAL TUITION
K-3	\$4,775.00
K-4 and K-5	\$5,324.00
Grades 1 through 12	\$6,483.00
Registration Fee	\$275.00
Late Registration Fee for Current Students	\$375.00

4. TUITION SCHEDULE: 2023-2024 SCHOOL YEAR

The above **amounts include fees for Technology/Textbook** Registration is due at the time the student is registered at the school.

BUILDING FEE: \$150.00 per family/per year - Due August 10, 2023

RAFFLE TICKETS: Each family will be given three (3) tickets of \$100.00 each to buy or sell for our annual fundraiser. If you choose not to sell or buy the Raffle Tickets, \$300 will be billed to your account.

Crisp Academy extends the opportunity for Tuition to be paid in full, semiannually, or on a monthly payment schedule. Payment in full (Balance of full tuition amount paid on or before June 10, 2023) will receive a 2% discount.

Parent agrees that the payment of the 2023-2024 tuition in the total amount \$_____ (as adjusted by selection to buy or sell Raffle Tickets) will be paid by the following method (please initial below beside the schedule of payment chosen):

___Payment in full on or before June 10, 2023 (Receive 2% discount on tuition paid).

Semi-annual payments in the amount of \$______ due on the first (1st) day of August, 2023 and a final payment due on the first (1st) day of January, 2024. A late charge of \$25.00 will be assessed to any balance remaining after the tenth (10th) day of the month. Parent understands that Crisp Academy does not mail monthly statements, and therefore, Parent assumes total responsibility of the due dates for each payment.

Twelve (12) monthly payments in the amount of \$______ due each and every month on the first (1st) day of the month beginning June 1, 2023 and continuing each month with final payment being due on May 1, 2024. A late charge of \$25.00 will be assessed to any balance remaining after the tenth (10th) day of the month. Parent understands that Crisp Academy does not mail monthly statements, and therefore, Parent assumes total responsibility of the due dates for each payment.

Ten (10) monthly payments in the amount of $\$ due each and every month on the first (1st) day of the month beginning August 1, 2023 and continuing each month with final payment being due on May 1, 2024. A late charge of \$25.00 will be assessed to any balance remaining after the tenth (10th) day of the month. Parent understands that Crisp Academy does not mail monthly statements, and therefore, Parent assumes total responsibility of the due dates for each payment.

Upon the completion of school in May 2024, each of these payment schedules as paid will complete your total obligation of tuition payment for the 2023-2024 school year.

5. DELINQUENT POLICY: The Board of Trustees reserves the right to terminate services at any time for any student whose account is chronically delinquent or whose family otherwise fails to honor the financial terms of this Contract and Financial Agreement. Tuition is due by the 10th of each month, or a late fee of \$25.00 will be charged against your account. If you become one month behind in payments, your child (ren) will not be allowed to return to school the second month until a tuition payment is paid along with late fee. (initial)

ACCOUNTS SIXTY (60) DAYS PAST DUE - When any tuition account becomes sixty (60) days past due according to the schedule of payments chosen herein, the parties agree that the student(s) will NOT be allowed to return to the school until the tuition account is brought current along with all late charges and any and all other debts due to the school. _____ (initial)

The parties agree that Crisp Academy will not issue grades, transcript, diploma, or a final report card to any student or transfer grades or transcripts for any student, who is indebted to the school until all debts are paid in full. This includes but is not limited to debts owed to Crisp Academy for books, dues, raffle tickets and lunch charges. _____ (initial)

6. LIABILITY: PARENT further agrees to relieve any and all SCHOOL officials and/or employee of any liability for accident or injuries which may be sustained by the STUDENT(s). SCHOOL insurance may be available at the convenience and for purchase of PARENT.

In case of an emergency, as solely decided by the SCHOOL, PARENT grants to the SCHOOL the authority and permission to secure medical treatment and hospital service for the STUDENT(s) at the expense of the PARENT. Under no circumstances shall the SCHOOL (or any of its employees and/or agents) be responsible for any costs or bills related to any medical treatment or similar services for the STUDENT.

PARENT agrees that any dispute or controversy arising under, out of, or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof, brought against the SCHOOL and/or any member(s) of its Board of Trustees and/or any of its employees and/or agents or any combination thereof; shall be subject to mediation as a condition precedent to arbitration. The parties shall endeavor to resolve claims, disputes and other matters in question

between them by mediation in Crisp County, Georgia in accordance with the American Bar Association Alternative Dispute Resolution Service Rules of Procedure for Mediation and applying the laws of the State of Georgia. It is expressly agreed that any action filed against the SCHOOL and/or any member(s) of its Board of Trustees and/or any of its employees shall be stayed for a period of sixty (60) days from the date of filing pending mediation. It is expressly understood that PARENT shall be completely and totally responsible for the mediator's fee(s). Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Subject to the paragraphs hereinabove, any dispute or controversy brought by PARENT against the SCHOOL and/or any member(s) of its Board of Trustees, and/or any of its employees and/or agents and/or any combination thereof; arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall first be subject to Mediation, as indicated hereinabove. Should the Mediation be unsuccessful, said matter shall be determined and settled by arbitration in Crisp County, Georgia, in accordance with the American Bar Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration and applying the laws of the State of Georgia. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgement thereon may be entered in any court having jurisdiction thereof. However, the SCHOOL and/or its Board of Trustees and/or its employees reserve the right for a period of thirty (30) days, to opt out of said arbitration award, by giving written notice of said decision to opt out to the opposing party. Any and all costs related to the administration of the arbitration shall be borne by PARENT. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

It is expressly understood, agreed, and ratified that should any party to this Agreement seek any damages under any legal theory against the SCHOOL and/or any member(s) of its Board of Trustees, and/or its employees and/or agents or any combination thereof, that the amount of said damages, collectively, shall be deemed to be liquidated and shall hereby be determined to, in no case, be greater than the total of tuition paid by PARENT or on behalf of the STUDENT(s) for the school year in which the at-issue event(s) occurred. PARENT hereby agrees to indemnify. The SCHOOL and/or any member(s) of its Board of Trustees, and/or its employees and/or agents or any combination thereof, for any expenses or costs incurred by them as a result of any filing on behalf of a student by an individual that is not a party to this agreement.

It is expressly agreed, understood, and acknowledged that this agreement contains the entire understanding and agreement of the parties and any other representations, whether written or oral, are not part of this contract. It is further agreed that any amendments to this contract shall be made in writing and signed by the parties. The parties hereto further acknowledge that they are fully aware of and completely understand and comprehend the terms contained herein.

This Agreement shall be construed in accordance with the laws of the State of Georgia. All rights of the parties hereunder shall be cumulative with all rights which the parties hereto may have at law or in equity. It is expressly agreed and acknowledged by PARENT that the sole and proper venue for any action, dispute, or claim arising under, out of or in connection with, or in relation to this Agreement or the obligations contained or established herein shall be Crisp County, Georgia with sole and, subject to the mediation and arbitration requirements above, exclusive jurisdiction shall belong to the Superior Court of Crisp County, Georgia. It is hereby

agreed and understood that if any term or provision of this contract shall be deemed or otherwise determined to be unenforceable, that said term(s) shall be severed from this agreement and the remaining terms shall be enforceable.

7. **RETURNED CHECKS:** There shall be a service charge of **\$50.00** on all returned checks which shall be added to the account balance. _____ (initial)

8. \$10,000 RAFFLE: (All Families) Each Crisp Academy Family is required to purchase/sell three (3) tickets in the school-wide raffle. The price of each ticket is \$100.00. The top prize for the winning ticket drawn is \$10,000. The date of the Raffle (usually in February or March) is set by the Board of Trustees. _____ (initial)

I understand and agree to the terms of this Contract and Financial Agreement. I further acknowledge by my signature below the financial responsibility for the student(s) herein named. I also certify that I am authorized to execute this Contract and Financial Agreement on behalf of the Student(s) above named and on behalf of all others having a parental relationship to the Student(s) and they agree to be bound by the terms of this Contract and Financial Agreement.

(L.S.) Signature of Parent or Legal Guardian	(L.S.) Signature of Parent or Legal Guardian
Printed Name	Printed Name
Witness	Witness
ote: If Parent(s) and/or guardian(s) sho ontract and Financial Agreement.	are tuition costs, both parties must sign this
Billing Address	Billing Address

City, State, Zip

City, State, Zip

Telephone

Telephone

Upon acceptance by Crisp Academy of this application and agreement, then the same shall become operative as a binding contract upon the undersigned. Such acceptance by Crisp Academy shall be evidenced by the signature of the Headmaster or Business Manager and affixed herein below, and the undersigned parent/guardian shall be notified of such acceptance by Crisp Academy by mailing or delivering to the undersigned a duplicate copy of this agreement. In the event Crisp Academy declines acceptance of this application and agreement, then any and all tuition payments already made by the undersigned for the 2023-2024 school year shall be promptly refunded to the undersigned.

ACCEPTED BY CRISP ACADEMY

Headmaster

Business Manager

****NOTICE OF NON DISCRIMINATORY POLICY****

Crisp Academy admits students of any race, color, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to the students at the school. Crisp Academy does not discriminate on the basis of race, color, national and ethnic origin in the administration of its educational policies, admission policies, athletic program scholarship and loan payments, and other school administered programs.

THE UNDERSIGNED AGREES AND AUTHORIZES THE FOLLOWING WHICH ARE CUMULATIVE WITH THE TERMS PREVIOUSLY SET FORTH:

1. Throughout this agreement the term SCHOOL shall encompass and include all employees' agents and/or board members.

2. No student may be enrolled for the first day of school unless the student has been properly registered and the required tuition and other fees set forth herein are current, including all fees due for previous years and all fees owed to school affiliated organizations.

3. There will be no refund of fees or tuition due to student's illness, absence, withdrawal, suspension, or expulsion. No exceptions.

4. The undersigned acknowledges the financial responsibility for this REGISTRATION CONTRACT and ADMISSION APPLICATION as contained in the attached Tuition Contract and Financial Agreement and further agrees to all terms contained herein.

5. This Registration Contract and Admission Application is subject to the absolute right of the SCHOOL to accept or reject the application.

6. The SCHOOL reserves the absolute right to terminate any Student's enrollment and to dismiss or otherwise expel any student at any time.

7. The undersigned shall indemnify SCHOOL for any damage caused to the school buildings, equipment, books or other property of SCHOOL, or to any property leased to/by Crisp Academy if such damage is caused by the student or the undersigned.

8. The undersigned agrees to relieve and hold the SCHOOL harmless for any and all liability for any negligence or other actions, omissions, breaches by SCHOOL and for any accidents and/or injuries, which may be sustained by the student(s).

9. Permission is given by the undersigned for the within named student(s) to participate in field trips and off-campus activities sponsored by Crisp Academy.

10. The undersigned is aware of the requirement of Georgia Law for the student's current immunization records to be up to date and on file at Crisp Academy at all times.

11. Whenever any debts due to Crisp Academy under the terms of the Tuition Contract and Financial Agreement are collected by law or by an attorney to prosecute such action, the undersigned acknowledges the responsibility for payment of all attorney's fees plus all costs of collection incurred by the SCHOOL.

12. It is the responsibility of the undersigned and the student(s) to be continually aware of the school policies and procedures as outlined in the Student Handbooks. The Student Handbook is considered by the undersigned, by the student(s) by and through the undersigned, and by Crisp Academy to be a continuation of this Contract.

13. I agree to accept, support, and consent to the policies of Crisp Academy, agree to cooperate with the faculty and administration of Crisp Academy, in caring form my child or children in the instructional program and management of the school, and to cooperate in having my child (ren) observe the rules and regulations of the school in writing or orally and to observe the school standards for dress, behavior and grooming. My child's continued enrollment in Crisp Academy will be contingent upon the students and parents/guardians compliance with school regulations as outlined.

14. I acknowledge that Crisp Academy has a disciplinary policy which may subject students to corporal punishment and consent to its provisions.

15. I acknowledge that Crisp Academy will publicize and promote the events and programs of the school. I acknowledge that several forms of public relations mediums will be utilized including but not limited to print media, radio, television, and the school's web site.

16. Additional charges may arise from time to time depending on your child's grade, class schedule, and participation in extracurricular activities. Elementary students have frequent opportunities to participate in educational field trips with their class. Registration and transportation costs for these trips are an additional charge. Certain courses may require the purchase of materials that will be owned by the student, such as a calculator or physical education uniform. All expenses incurred in special events are the responsibility of the class involved. Every attempt will be made to keep these extra charges minimized. Parents are encouraged to check with their child's teachers, coaches, classes and club sponsors regarding any additional charges that may be expected beyond the tuition fee schedule.

17. Income from tuition and fees is not sufficient to meet all expenses of a quality preparatory education program. Crisp Academy must look to parents, alumni, grandparents and friends for annual gift support and donations. The Annual Fund is a voluntary, tax-deductible gift program conducted by Crisp Academy. Contributions may also be made to the General Operating Fund or designated in any manner so desired by the donor. Donations may be made in memory of or in honor of loved ones, or in recognition of special occasions through these endowments. Any voluntary participation in these programs will be very much appreciated.

All of the information given in this Registration Contract and Admission Application is true and correct to the best of my knowledge and belief. I understand that the omission of or falsifying of facts may result in the disqualification of this Admission Application or dismissal. I further agree, and also agree on behalf of the student(s) for which this Admission Application is made, to abide by all the rules, policies and regulations promulgated by the Crisp Academy Board of Trustees, the Headmaster of Crisp Academy, and the classroom teachers and office staff of Crisp Academy.

Application submitted this _____ day of _____ 2023.