



*Where Children Succeed*

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## **ANNUAL ENROLLMENT AGREEMENT 2020-2021 School Year**

This Enrollment Agreement (the “Agreement”) is by and between Kalamazoo Academy for Behavioral and Academic Success (the “School”) and the parent(s) or legal guardian(s) of the student. The Parent(s) or Legal guardian(s) acknowledge, understand and agree to each of the provisions set forth below as a condition for the admission of the Student, and agree to the tuition and fee schedule for the 2020-2021 school year. The Parent(s) or Legal guardian(s) acknowledges that he/she/they have complete authority to enter this Agreement, and further acknowledges that this Enrollment Agreement is a binding contract. The Parent(s) or Legal guardian(s) agrees to fully and faithfully perform each of the obligations imposed upon them pursuant to this Agreement.

- 1. ACCEPTANCE AND ENROLLMENT** The Parent(s) or Legal guardian(s) agree to fully support the School, its Corporate Board, administration, teachers and staff, follow and support the standards, policies and procedures of the School during any period of enrollment in the School by the Student. The School reserves its rights to change its policies and procedures from time to time in its sole discretion. Because the School must make year-long financial commitments to faculty, staff vendors, and others on behalf of the Student, the Student is required to enroll on a school year basis with designated legal and school holidays. This enrollment agreement covers the entire school year that the Student is enrolled in the School. The Parent(s) or Legal guardian(s) can choose to enroll the student on a year round basis or on a regular school year basis. The Parent(s) or Legal guardian(s) understand that by signing this agreement, The Parent(s) or Legal guardian(s) is committing to pay the full year’s tuition and fees although The Parent(s) or Legal guardian(s) may be permitted to pay their financial obligations in more than one payment. Exceptions to this are outlined in the Withdrawal Policy. The Parent(s) or Legal guardian(s) agree that the Standards, Policies and Procedures of the School are incorporated herein by reference and are

made fully a part of the Agreement, and bind and obligate the Parent(s) or Legal guardian(s) as fully as if said Standards, Policies and Procedures were expressly made a part of this Agreement. These Standards, Policies and Procedures that are binding upon the Parent(s) or Legal guardian(s) shall be communicated to the Parent(s) or Legal guardian(s) in a format or by means solely in the discretion of the School, such as by email, memorandum, letter or other form of communication. If the Standards, Policies and Procedures are amended by the School, then upon communication of such amendment or change, the amended or changed Standards, Policies and Procedures shall be in effect and binding upon the Parent(s) or Legal guardian(s).

2. **ENROLLMENT DEPOSIT** A new student deposit of \$590 is due within 5 business days of the formal acceptance letter to guarantee a placement for the 2023-2024 school year. A late registration fee of \$50.00 will be due in addition to the \$590 deposit fee if the deposit is not received within 5 business days of acceptance notification. The Enrollment Deposit and the late fee are non-refundable. The Enrollment Deposit will be applied toward the material fee if the Student attends the School.
3. **TUITION AND OTHER FEES** By execution of this Enrollment Agreement, the Parent(s) or Legal guardian(s) assume personal responsibility for the payment of all tuition and other charges for the entire school year. For students receiving scholarships or financial support from third party payers, the Parent(s) or Legal guardian(s) are still personally responsible for their portion of the tuition or the full tuition amount in the event the scholarships or third party payers fail to pay for causes other than the School's negligence.

Tuition is due according to the following payment schedule.

Annual payment: The tuition will be paid in full before August 1, 2023.

Monthly payment: Tuition will be made in 11 monthly payments due on the first of each month starting August 1, 2020. There will be an Administrative fee of \$100.00/year per student, divided over the 11 months.

Please note that if Kalamazoo Academy for Behavioral and Academic Success is billing certain services to any third party payers, the tuition may vary and certain co-pays and deductibles may apply. The legal guardian is responsible for the portion of the tuition cost should the student's absence exceeds 10 days or 50 billable hours.

- 3.1. Other special fees shall be due and payable upon request. (field trips, early drop off and late pick up, etc.)
- 3.2. Tuition and other special fees, if any, shall be nonrefundable.

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#### 4. **SCHOLARSHIP CHECKS**

The school receives scholarship checks on the following schedule:

September 1, November 1, February 1, April 1

The Parent must come in and sign checks within 5 school days or a \$50 late fee will be charged to your account.

5. **WITHDRAWAL POLICY** A withdrawal of the Student is one that takes place after an Enrollment Agreement has been signed for the current or upcoming school year. The Parent(s) or Legal guardian(s) are still liable for all tuition except in the event that Student's enrollment is withdrawn due to a serious physical illness as evidenced by medical order stating the student may not attend any school setting, the Student's family is required by a third-party employer to move beyond a 120-mile radius from the School, the student loses the insurance funding that supports his/her placement at the School, or if the School determines in its sole discretion that it cannot provide adequate educational services to the Student. In such an event, Tuition shall be refunded on a prorated monthly basis. Registration and special fees (if any) shall not be refundable. A minimum of two months notice must be given prior to withdrawal.
6. **LATE/RETURN CHECK CHARGES** A late charge of \$50.00 will be assessed for payments 5 days past due and for each month that a balance remains outstanding. A returned check charge of \$50.00 will be charged for each instance of a check being returned by a bank.
7. **FAILURE TO PAY** If the Parent(s) or Legal guardian(s) fail to pay tuition, fees or any finance charges thereon at the times when due, the School has the right, without notice, to remove the student from the School, to refuse to allow the student to attend any classes at the School and to pursue collection of the full amount of tuition, fees and charges as determined in the School's sole discretion. The School has the right to withhold a student's records, report cards and any other school related information for failure of the Parent(s) or Legal guardian(s) to pay tuition, fees, finance charges, destroyed or damaged school property, and any other fees until the full amount(s) due are paid by the Parent(s) or Legal guardian(s). In the event this Agreement is turned over to an attorney for collection, the Parent(s) or Legal guardian(s) agree to pay all costs and attorney's fees associated with the said collection through trial and all appellate levels. No student records will be released to any party, until all financial obligations are met. If the School goes to court to collect any tuition, fees or other finance charges thereon pursuant to this paragraph, then the Parent(s) or Legal guardian(s) hereby agree to waive and do waive the right to trial by jury. To the fullest extent provided by law, any action to collect tuition, fees or any finance charges thereon shall be tried by the court only, without a jury, and the venue of any such legal action

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shall mandatorily be in the court of appropriate jurisdiction in Kalamazoo County, Michigan..

**8. MISCELLANEOUS LEGAL PROVISIONS CONTROLLING THIS AGREEMENT**

**8.1. School Calendar and Classroom Hours.** The School calendar (days in school session and holidays), and the length of each school day, shall be established by the School in its Standards, Policies and Procedures, which may be amended from time to time in the discretion of the School. The standard calendar and length of the school day shall be in accordance with legal requirements, and shall only be modified with respect to a particular student pursuant to the terms of the Individualized Education Plan (IEP) prepared by the School with the family for a particular student.

**8.2. Waiver of Jury Trial.** The Parent(s) or Legal guardian(s) do hereby waive their right to a trial by jury with respect to any action they may bring against the School, any employee or agent of the School, any owner or affiliate of the School, and any successor or assignee of the School, with respect to any claim related to, arising out of or occurring as a result of the services provided to the Student or the Parent(s) or Legal guardian(s) pursuant to or as a result of this Agreement. The venue of any such action brought by the Parent(s) or Legal guardian(s) shall mandatorily be in Seminole County, Florida.

**8.3. Hold Harmless and Acknowledgement That There Is No Guarantee Of Any Particular Outcome.** The Parent(s) or Legal guardian(s) acknowledge and agree that they hold harmless the School, the agents and employees of the School, and any owner, affiliate, successor or assignee of the School, from and against any claim relating to or arising out of any particular outcome or failure of any outcome with respect to the services provided. The parties acknowledge that there is no cause of action for any claim, regardless of the nomenclature of the claim, when the substance of such claim is sounding in “educational malpractice”, and the Parent(s) or Legal guardian(s) agree that they will have no cause of action and do release the School from any claim related to the qualify, sufficiency, effectiveness, efficacy, and/or outcome of any service provided by the School pursuant to this Agreement. Notwithstanding, the School does agree to provide, and is contractually obligated to provide services in accordance with the School calendar and any governing IEP, but there can be no cause of action against the School and any of the parties mentioned herein, for any failure to achieve any particular level of outcome or result from the provision of such services.

**8.4. Notice and Opportunity to Cure (School’s Right).** Before the Parent(s) or Legal

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guardian(s) take any legal action or file any complaint with any regulatory authority, and as a condition precedent thereof, if the Parent(s) or Legal guardian(s) contend that the School is violating any legal requirement or any provision of this Agreement, the Parent(s) or Legal guardian(s) shall first give the School ten (10) days written notice of the specific alleged legal violation or breach of Agreement and during such ten (10) day period of time, the School shall have an opportunity to cure said alleged legal violation or breach, or respond to it. Such notice shall be in writing and delivered by fax/email or express delivery with verified proof of delivery to the School, attention of the Director/Principal of the School.

**8.5. Notice and Opportunity to Cure (Parent(s) or Legal guardian(s)'s Right).**

Before removing the Student from the School, the Parent(s) or Legal guardian(s) shall have ten (10) days within which to cure the condition requiring removal. However, notwithstanding the previous statement, for nonpayment or an emergency or serious violation, the Parent(s) or Legal guardian(s) will not have the right to Cure. Also, during such ten (10) day period, if the School, in its sole discretion determines that the nature of the breach or violation is such that the Student may not safely attend the School, the School may require that the Student not be permitted to attend the School during such ten (10) day period of time. Also, this right to cure shall not apply with respect to any monetary default wherein the Parent(s) or Legal guardian(s) failed to make a payment when required pursuant to this Agreement or to sign a McKay Scholarship check over to the School within five (5) days as required by this Agreement.

**8.6. Interface With Medical Providers.** The Parent(s) or Legal guardian(s) agree to fully cooperate and authorize, and by signing this Agreement do hereby authorize, any medical provider and other outside consultants such as a psychologist, behavior specialist or other licensed professional working with the Student, to provide complete and accurate information regarding the Student maintained or created by such outside professional and/or doctor. The Parent(s) or Legal guardian(s) will sign any HIPPA form required by such outside doctor or other professional in order to release information to the School. Additionally, if a doctor or other outside professional prescribes any medication or procedure to the Student that relates to the ability of the Student to safely and effectively attend class at the School under conditions and circumstances that are intended to be better and more successful for the Student in school than if the Student did not take such prescribed medication or attend to such prescribed procedures, then the parent shall as a condition of this Agreement faithfully deliver the prescribed medication to the Student, or as the case may be, implement the prescribed procedures, and shall communicate to the School the pharmacological and medical regimen and condition with respect to the Student.

**8.7. Immunity and Control of Students.** The Parent(s) or Legal guardian(s) agree

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the School, its employees and agents have all immunities provided by law to public and/or private school teachers and educators, and that the School and its employees have the right to use reasonable force to control the Student and to protect the Student and others from injury, and to avoid substantial damage to property. All statutes and common law that protect agents and employees of public schools with respect to the use of reasonable force in good faith in order to protect students from injury and prevent significant property damage are incorporated herein by reference. Also, in addition to the use of reasonable force in emergency situations (as described), the School has the right to use aversives, restraints or other physical force as part of prescribed behavior plans, School IEP's and/or School policies. The Parent(s) or Legal guardian(s) hold harmless and release the School and its employees and agents from any and all claims and damages arising out of or related to the use of force in any manner mentioned in this paragraph.

**9. AGREEMENT**

By our signatures for my attending child on the registration form, we, the Parent(s) or Legal guardian(s) have each read this agreement and understand its terms, conditions and obligations and agree to be bound by all of its terms and conditions.

STUDENT NAME \_\_\_\_\_

PARENT OR GUARDIAN'S NAME (PRINT) \_\_\_\_\_ PARENT OR  
GUARDIAN SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SOCIAL SECURITY NUMBER

PARENT OR GUARDIAN'S NAME (PRINT) \_\_\_\_\_ PARENT OR  
GUARDIAN SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SOCIAL SECURITY NUMBER

\_\_\_\_\_  
PRINTED STREET ADDRESS, CITY, ST, ZIP

Kalamazoo Academy for Behavioral and Academic Success

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AUTHORIZED SCHOOL REPRESENTATIVE      DATE      TITLE

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