

# Easton Country Day School, Inc.

## 2023 - 2024 ENROLLMENT AGREEMENT

This Agreement, between \_\_\_\_\_ and \_\_\_\_\_ (jointly and severally) the parent(s) or guardian(s) of (child's name) \_\_\_\_\_, (hereinafter "you") and Easton Country Day School, Inc., (hereinafter ECDS) is undertaken in consideration of the enrollment of said child in the program provided by ECDS, and for the purpose of establishing the mutual obligations among the parties and for the purpose of establishing the limitations of ECDS's liability in regard to your child's participation in the program provided by Easton Country Day School. For purposes of this contract, whenever a release, waiver, or limitation on any liability or obligation is mentioned, "ECDS" for such purposes shall additionally include Easton Country Day School, Inc., or its successors, and any other department affiliated with ECDS now or in the future, and all affiliated teachers, staff, students, employees, officers, directors, board members, agents, etc., and the like.

You agree to engage Easton Country Day School, Inc., a non-profit corporation organized under the laws of the State of Connecticut, to provide you with the educational instruction of your child under the following terms and conditions:

1. The term of this Agreement is for one (1) school year in the Arrowsmith program for the sum of **\$34,500**, (base tuition), plus any "additional services" as defined in "1-b" below. A **\$1000** (one thousand dollar) NON-REFUNDABLE deposit is due to ECDS upon signing of this agreement. Tuition is payable in the following manner: 1.) Tuition may be paid in full on or before July 15, 2019 (a 3% tuition discount will apply.) 2.) Payment by use of the Smart Tuition Management Service. Parents must contact Smart Tuition at [www.enrollwithsmart.com](http://www.enrollwithsmart.com) and set up a payment plan, or 3.) If a 3rd party payer (insurance, school, district, etc.,) is to be used, terms and payment arrangements for such payment must be acceptable to ECDS. Please contact the business office to finalize payment arrangements. All fees to ECDS for credit card usage shall be charged as additional tuition.

1-b) You are primarily and directly responsible to ECDS for the timely payment of all tuition and fees as billed by ECDS, including but not limited to "additional services" such as Occupational, Physical, and/or Speech Therapy, tutorial, and/or hiring of additional staff (aka a "one-on-one") for your child. Your responsibility shall be primary regardless of whether any "third party" (district, school, insurance, etc.,) is reimbursing you or making payments on your behalf to ECDS. In certain cases, ECDS will accept payments from "third parties", providing satisfactory written arrangements for the same are made with ECDS. Acceptance of such arrangements by ECDS is done solely as an accommodation and convenience to you, and does not relieve you of your primary obligations hereunder.

1-c) If this contract is for a returning student, then unless otherwise indicated in writing in this contract, all "additional services" as above, shall be continued and the current rate. If this contract is for a new student, the "additional services" required shall be determined within the first month of the 2023-24 school year. If you and the school are unable to agree on any "additional services" within the first month, and ECDS feels to failure to provide such "additional services" are detrimental to the child's progress or to ECDS, then ECDS may elect to cancel this contract, and ECDS shall be only be entitled to receive 15% of tuition due for the year (excluding non-refundable deposit).

2. You understand and agree that Easton Country Day School may make reasonable rules and regulations for the operation of its programs and to implement its educational objectives, and you agree to accept and comply with such reasonable rules and regulations.

2a) You further understand and agree that ECDS may, in order to implement its educational objective, may add, modify, terminate, or expand any specific program(s).

3. If, in the opinion of ECDS, your continuing participation or that of your child is deemed to be detrimental to the good order and discipline, health, well-being or education of the other children or members of the community, ECDS may terminate this Agreement. In the event of such a termination by ECDS, or if for any reason you shall elect to withdraw your child, you shall be given a credit of twenty-five percent (25%) of the balance due for the remainder of the year if such termination shall occur within three months of the first day of the school year. After such three months, there shall be no credit allowed for early termination. Such termination by either party shall not relieve you of the obligation to make all remaining payments due, with the exception of the above mentioned twenty-five percent if withdrawal or termination occurs within the first three months of school. Due to the difficulty of ascertaining loss or damages to ECDS, it is agreed that (excepting only the amounts discounted as above for early termination or withdrawal,) ECDS, in addition to all other rights hereunder, shall also have the right to retain in full any and all tuition or deposit monies which have already been paid hereunder.

4. You hereby give your consent to your child's participation in any school events, class trips or outings away from the school grounds, and the like. You shall provide your own accident/personal injury insurance for any occurrence during such activities or for any other accident/personal injury occurring during the school year. To the extent legally permissible, you agree that you will look solely to such insurance, you will secure from the insurance carrier an endorsement waiving subrogation rights against "ECDS and its agents", and you shall not hold "ECDS and its agents" responsible for any loss and/or accident and/or personal injury to your child. If for any reason the limitations on liability contained in this paragraph 4 (or any other limitations on liability contained in this agreement) shall ever be held to be invalid or unenforceable or otherwise restricted by any court of competent jurisdiction, the parents and/or guardians agree that any claim(s) shall not exceed the amount of valid insurance provided for in ECDS's liability insurance policy or policies.

5. You agree that "ECDS and its agents" shall not be liable for personal injuries, illness, or property damage sustained by you or your child in the course of your child's attendance at Easton Country Day School or participation in any aspect of ECDS's programs, field trips or functions. Examples of injuries or illness for which "ECDS and its agents" shall not be liable include, but are not limited to: injuries or illness resulting from one student striking another, injuries or illness from exposure to contagious diseases or parasites, injuries or illness sustained while participating in any class, injuries or illness relating to school excursions at or away from the school premises, and damages related to lost or damaged student property. You also agree that "ECDS and its agents" shall have no liability for claims in regard to its curriculum, management, or the success of its programs, or the continuation of any specific program(s). You agree that you will have and carry your own insurance to compensate you and your child against any loss, injuries, or illnesses, with waiver of subrogation, as set forth above.

6. The parent(s) or guardian(s) of the student is solely responsible for pick up of that student at the scheduled time for dismissal or, if appropriate, at the time of return from any field trips or extracurricular activity. "ECDS and its agents" shall have no responsibility for the child after such dismissal or return, and is hereby released from any claims, lawsuits, or cause of action arising from or connected with the failure of the parent to pick up the child at the times as provided immediately above.

Never-the-less, if any claims, lawsuits, or cause of action are ever made by any party including the parents or guardians, against "ECDS and its agents", the parent(s) or guardian(s) agree to hold "ECDS and its agents" harmless, and further agree to fully indemnify them from any and all loss or damages. Such indemnification and hold harmless shall include, but not be limited to all attorney fees and expenses, incurred as a result of any such claim(s). In the event your child pursuant to the following paragraph (6-a) is ever left in the care of ECDS after school program or an "outside contractor," you agree to indemnify and hold harmless such "outside contractor," in the same manner as provided for herein regarding "ECDS and its agents."

In the event that you fail to pick your child up at dismissal or, as appropriate, at the time of return from any field trips or extracurricular activity, then you [the parent(s) or guardian(s)] agree to your child being placed in the care of an "outside contractor" or the ECDS afterschool program, pending your arrival. You further agree to pay any reasonable charge for expenses incurred as a result of your failure to pick up your child in a timely manner.

6-a. A reasonable charge shall be incurred regardless of the length of time for which you are late in picking up your child. If you fail to pick up your child by 5:45 PM, the "outside contractor" or ECDS is hereby authorized and directed by you with no liability to ECDS or to such "outside contractor," to contact any appropriate authorities, including the Easton police, to arrange for further care of your child.

7. You agree that if, notwithstanding the provisions of this agreement, including but not limited to paragraph 5 above, a claim, lawsuit, or cause of action is ever made or pursued against "ECDS and its agents", liability shall be limited to the amount you have paid for tuition. You and Easton Country Day School agree that in the event of any claim against "ECDS and its agents," the amount of damages will be difficult to determine with any degree of certainty. Accordingly, the parties agree that the amount set forth in this paragraph is a reasonable provision and shall be considered as liquidated damages for any and all claims as provided herein. You understand that this Agreement means that "ECDS and its agents" shall not be liable for damages of any kind, whether compensatory, consequential, emotional, or otherwise, beyond the limitation of liquidated damages as stated herein. This clause is to be considered, and is, an essential condition of this agreement.

8. You agree that "ECDS and its agents" shall have no liability whatsoever for the acts of any third parties.

9. You agree to pay all costs for Easton Country Day School, its teachers, staff, employees, officers, directors, Board members, or other agents, including reasonable attorney's fees, if they or any of them are required to take any action to enforce this agreement, or are otherwise required to engage the services of an attorney or other experts as a result of any claims made under this agreement, or the validity of any clause or clauses in this agreement, regardless of the ultimate success or failure of any such claim. You also agree to reimburse ECDS upon demand for any expenses incurred by ECDS to produce any information or documentation connected with any litigation of any sort, whether between you and ECDS, you and any third party or parties, or between any of the signatories of this agreement.

10. You agree that faculty and staff may communicate orally and/or in writing as needed with others, including but not limited to professionals, doctors, and educators and the like to insure appropriate educational placement and other matters in furtherance of the student's education and well being.

11. You agree that ECDS may take photographs and/or videos of your child in the course of his or her participation in school functions and activities, and that these images may be used for advertisement, internet, or news articles for and/or about ECDS and its activities and other reasonable uses. Furthermore, ECDS may use recording devices, photography and the like for the good order, safety and well being of any individual student or the ECDS community as a whole.

12. This agreement, and the attached initialed documents, if any, shall constitute the sole and entire agreement between the parties. Any claimed understanding(s), representation(s) and/or modification(s) to this agreement (or related or connected thereto), shall be of no force and effect whatsoever unless in writing and signed by the party or parties to be charged. Furthermore no changes or alterations made to this contract by any party except Easton Country Day School shall be effective to alter the contract nor shall it be binding against ECDS unless signed or initialed alongside such changes or alterations by Easton Country Day School.

13. In the event any term or provision of this agreement is deemed to be unenforceable, the balance of the terms and provisions shall remain in full force and effect.

14. Students at ECDS are given lockers for keeping their books and coats. There should be no expectation of privacy in the use of these lockers, and the same is hereby waived, as the school believes the lockers should be open to staff inspection for safety and security, as well as insuring compliance with all school rules and regulations.

*Easton Country Day School does not discriminate on the basis of race, religion, sex or national origin. Easton Country Day School is an equal opportunity institution.*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Parent or guardian*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Witness*

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*Parent or guardian*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Director, Easton Country Day School, Inc*

\_\_\_\_\_  
*Date*