

Enrollment Contract - Per Parent

You may print this document at any time - before you start, during the process, and at the end - by going to shorashimacademy.org/forms/. We are happy to help you with this upon request.

Number of Children Enrolling

1

2

3

This is a legally binding contract. Read it carefully. At the end of this document you will be asked to provide an electronic signature. By doing so you will be agreeing to the Terms and Conditions of this Enrollment Contract. Your electronic signature is legally binding.

This Contract is between Coolanu Inc d/b/a Shorashim Academy (hereinafter “School”) and the parent(s) or legal guardian(s) (referred to as “Parent”, which term includes the singular or plural, as applicable) of the above referenced student (hereinafter “Student”). All persons signing this Contract are jointly and severally liable for the tuition and fees set forth herein. Parent’s signature and/or initials on this Contract evidences Parent’s understanding and agreement to the terms of this Contract, as follows:

1. Enrollment: Student will be enrolled for the 2024-2025 academic year in the Grade referenced above. Parent is aware that a final determination of grade/classroom placement will be made by the School in accordance with the School’s standard admission or retention practices and that curriculum changes/decisions, schedules, and enrollment levels, as well as the means of teaching and learning methods and location of learning, are made in the School’s discretion. Parent acknowledges that Parent’s execution of this Contract is not contingent upon the School offering any particular program, curriculum, schedule, classroom, employee, means of teaching or learning method, location of learning, or enrollment level and that all such processes are determined in the School’s sole discretion. This Contract is valid only for the academic year stated and does not entitle Student to any future enrollment.

2. Registration Fee:

Re-Enrollment: Parent understands that to reserve a place for Student for the 2024-2025 academic year, Parent must submit the electronically signed Contract and pay the nonrefundable, nontransferable \$500.00 Registration Fee by February 12, 2024. Parent understands that re-enrollment is on a first come-first served basis and that a place will not be reserved for Student until the Registration Fee is paid and the signed Contract has been submitted to the School. Re-enrollment after February 12, 2024, will be dependent upon space availability and submission of this signed Contract and the \$500.00 Registration Fee.

New Students: Parent understands that to reserve a place for Student for the 2024-2025 academic year, Parent must submit the electronically signed Contract and pay the nonrefundable, nontransferable \$500.00 Registration Fee within seven (7) business days of notification of acceptance. Parent understands that re-enrollment is on a first come-first served basis and that a place will not be reserved for Student until the Registration Fee is paid and the signed Contract has been submitted to the School. Re-enrollment after the seven (7) business days, will be dependent upon space availability and submission of this signed Contract and the \$500.00 Registration Fee.

Parent understands that the Registration Fee is earned by the School upon Parent's submission of the Contract and Fee to the School and the School's placement of the Student's name in the School's records for the academic year. **Parent further understands that the Registration Fee is not refundable or transferable under any circumstances.**

3. Tuition: Tuition for the 2024-2025 academic year is \$16,00.00. All payments shall be made online through Authorize.net, the School's third-party tuition and fee payment processing company or other method of payment accepted by the School. The School charges a convenience fee of 3% for the use of a credit card.

The tuition payment plan options are as follows:

One Payment: Tuition to be paid in one payment by July 1, 2024.

Ten Payments: Tuition to be paid in ten equal payments, with the first payment due on July 1, 2024, and

each successive payment due on the 1st of each month thereafter through April 1, 2025. Parent consents to the School obtaining a consumer credit report, if requested.

Parent has selected the following payment plan for the payment of tuition (select one):

- One Payment
- Ten Monthly Payments

4. Tuition Obligation:

Initial

Parent understands that, although tuition may be paid in installments, this Contract is not fractional. Parent understands that Student is being enrolled for the entire School Year covered by this Contract. Parent further understands that the overhead expenses of the School do not diminish with the departure of some students during the course of the school year and agrees that it is impossible for the School to determine at the time of Parent's execution of this Contract the damage and loss to the School that would occur due to the later cancellation/withdrawal of some of the students who have enrolled. Therefore, once this Contract has been submitted to the School and the Registration Fee paid, Parent becomes liable for the **entire year's tuition and fees as liquidated damages** (and not a penalty) **even if the Student is withdrawn, absent, or is involuntarily separated from School UNLESS** the Parent terminates this Contract in strict accordance with the Termination Procedures set forth in Paragraph 5 below. Parent understands that even if a new student(s) is/are accepted at the School after Student's withdrawal or separation, any such student(s) will not be considered a "replacement student" unless the student(s) being admitted is/are taken off a waiting list for Student's grade. **If Student is withdrawn, absent, or involuntarily separated, for any reason, including without limitation, change of residence, health, withdrawal, or expulsion, after the termination dates set forth in Paragraph 5, there will be no refund or reduction of fees or tuition, and any unpaid balance will become immediately due and payable.**

5. Termination Procedures:

Initial

Parent may terminate this Contract by submitting a **WRITTEN** Termination Notice to the Head of School **by June 1, 2024** (the “Termination Date”). **If Parent electronically executed this Contract on or after June 1, 2024, no termination option is available.** The Termination Notice must (a) be dated, (b) state the Student(s)’ name, (c) provide a reason for the termination of the Contract; and (d) be **RECEIVED** by the Head of School on or before the Termination Date. If such Termination Notice is timely received, Parent will be relieved of all Tuition paid and other payments and fees that would have come due after the Termination Date. Even if this Contract is terminated pursuant to the terms of this Paragraph, Parent understands that the School will not refund any portion of the nonrefundable, nontransferable Registration Fee.

Time is of the essence as to all deadlines stated in this Enrollment Contract.

6. Financial Aid/Scholarships: Parent understands that if Student has applied for or received School financial aid or a School, state, or third-party scholarship award toward the amount of tuition and/or fees hereunder, Parent remains primarily responsible for all obligations under this Contract. *Any financial aid or scholarship amount awarded is reflected above.* Parent agrees to pay the balance due pursuant to the payment plan established by the School. If Student receives any state scholarship funds, such as the Florida Tax Credit Scholarship Program or The Family Empowerment Scholarship Program or any third-party scholarship award, Parent agrees that any such scholarship(s) will reduce the amount of the School financial aid and/or scholarship award in a corresponding amount. *If Student loses a scholarship, Parent is liable for the corresponding loss of tuition.* Parent is obligated to report to the School any scholarships or financial aid received by Student (other than financial assistance from a family member). The School will issue a notice reflecting the revised tuition amount due from Parent.

Parent please note: If Student is separated from the School for any reason, whether voluntary or involuntary, Parent understands and agrees that Parent is responsible for the entire amount of

tuition and fees due under this Contract as if financial aid and/or scholarship award(s) had never been awarded.

A Tuition Contract will be created after registration is submitted and all scholarships are confirmed. Tuition Contracts must be signed within 14 days of receipt in order for enrollment to be considered complete.

Failure to comply with the above requirement may result in enrollment without priority, and Student's spot may be forfeited based on space availability and other admission considerations at the discretion of the school.

7. School Rules: Student's enrollment at the School is subject to the terms of this Contract. Student's enrollment is also subject to the general statements, rules, regulations, policies, conditions, practices, directives, traditions, and financial terms of the School, including, without limitation, those contained in the School's Student Handbook and other published or sent documents, all of which may be amended from time to time. Parent acknowledges that Parent and Student must abide by such School rules and guidelines.

8. Termination of Student's Attendance: The School has the right to suspend or terminate the attendance of Student for reasons set forth in this Contract, for reasons set forth in the Student Handbook (or other published or sent document), for reasons that the School administration considers detrimental to the School community, to the Student, or to other students of the School, or for the Parent's failure to pay all or any part of the Parent's financial obligations for Student's attendance (including any amounts charged on Student's account with the School). There will be no refund of tuition where such dismissal occurs, and any unpaid balance is payable in full according to the terms of this Contract.

9. Transcripts/Records: All accounts must be paid in full *for all students Parent has enrolled in the School* before records and transcripts can be released or transferred to other schools. As a condition of enrollment, the Parent expressly understands and agrees to this requirement and waives any rights to the contrary. Student will not be allowed to begin or continue to attend classes, graduation, participate in extracurricular activities, take exams, etc unless tuition and fees are paid by stated deadlines (or until Parent makes other written arrangements acceptable to the School).

10. Collections:

Initial

In the event of default (default being 30 days past due), Parent agrees to pay all costs of collection, including collection agency fees, attorneys' fees and costs, and court costs.. Further, as to any account more than 90 days in arrears, the School reserves the right to accelerate the total unpaid balance of tuition and fees due under this Contract. **After accounts are more than 90 days in arrears, the account will be referred to the School's collection agent and/or counsel for satisfaction.**

11. Photos, Voice, Images and Creations: Parent consents to the School recording Student's name, photograph, voice, image and information in distance learning or other video processes, and to record and use Student's name, photograph, voice, image and information in the School's publications, promotional or other campaign materials (whether print, television, newspaper, internet, social media, or in any other medium), and website, for educational and/or disciplinary purposes, and to permit the School to release Student's name and photographs, and other identifying information, to the media in connection with the reporting of School-related events, without compensation and without prior notice. Parent releases and holds the School harmless from any liability stemming from the use and disclosure of Student's name, photograph, voice, image, or information. Such liability includes, without limitation, any and all claims of libel, slander, defamation, invasion of privacy, or unauthorized use of one's likeness or picture. *Parent also grants permission to the School to unconditionally use statements, articles, music, art, photographs, audio recordings, films, videos, classwork, and all other work created by the Student or originating from the School or from School-related activity, without compensation and without prior notice. Such authorization survives the term of this Contract and serves as authority to use such material both during and after the Student is enrolled at the School.* Parent also allows Student to be interviewed by the media on campus or at School-related events.

12. School Directory: Parent authorizes the School to place family information, including name(s), home address(es), email address(es), and telephone numbers of Parent, Student, and other children in

attendance at the School, in a directory of students to be distributed to School families. Parent acknowledges that this directory is not to be used for commercial use and is not to be distributed to any person or entity other than another School family.

13. School/Family Cooperation: A positive and constructive relationship between the School and Family Member (defined as Parent, Student, or other person associated with Student) is essential to the School's educational purpose and responsibilities to its students. If any Family Member (i) engages in behavior, communications, or interactions on or off campus, that is disruptive, intimidating, overly aggressive, or reflects a loss of confidence in or disagreement with the School's policies, methods of instruction, or discipline, (ii) otherwise interferes or voices strong disagreement with the School's safety or health procedures, responsibilities, or accomplishment of its educational purpose or program, or (iii) files a lawsuit or threatens litigation against the School for a perceived wrong by the School (including its officers, trustees, directors, Board members, employees, agents, and affiliates), the School reserves the right to place restrictions on the Family's Member's involvement or activity at School, on School property, and/or at School-related events or to dismiss the Family Member from the community. The School may also place restrictions on a Family Member's involvement or activity at School, on School property, or at School-related events for other reasons that the School deems appropriate. The School also reserves the right to withdraw an offer of enrollment or re-enrollment or to void an executed enrollment contract because of a Family Member's violation of the expectations set forth in this Paragraph. The term "threatens litigation" includes any claim, proceeding, dispute, action, including without limitation filing for arbitration, or other matter for which any demand or statement has been made (orally or in writing) or any notice has been given (orally or in writing), or if any other event has occurred or any other circumstances exist, that would lead a prudent person to conclude that such a claim, proceeding, dispute, action or other matter is likely to be asserted, commenced, taken or otherwise pursued in the future. Any determination under this Paragraph shall be in the School's sole and reasonable discretion. There will be no refund of tuition where such dismissal occurs, and any unpaid balance is payable in full according to the terms of this Contract.

Additionally, the School requires that all parents (married, unmarried, divorced, or separated) cooperate with one another in the best interests of Student's education at the School. Failure of parents to cooperate with one another may lead to dismissal of Student or the School's decision not to offer or to

withdraw an offer of enrollment already made in future academic years. There will be no refund of tuition where such dismissal occurs, and any unpaid balance is payable in full according to the terms of this Contract.

14. Medical and Counseling Authorizations and Consents: Parent wants to ensure that Student be furnished with health care services as soon as reasonably possible after the need arises when at School and when participating in School-related activities on or off campus (such as field trips and athletics). If Student is injured at School, a School-related activity or trip, or otherwise has an urgent need for health care and a licensed health care practitioner requires parental consent when *Parent cannot immediately be reached*, Parent hereby authorizes, appoints, consents to, and empowers the School to act as parent and furnish such consent on Parent's behalf.

Parent hereby further consents to all School personnel (including, without limitation, bus drivers, athletic personnel, athletic trainers, administrators, teachers, and nurses and other clinic personnel), volunteers, and chaperones to render aid, supply health care services, call 911, and respond in any emergency as needed for Student. Parent's consent extends to, without limitation, the administration of allergy medications, Epi-Pens, over-the-counter medications, etc. according to the Student's prescription or instructions from a licensed practitioner, provision of first aid or minor medical care, use of AED and CPR, and health screenings. Parent also consents to the School's student guidance counselor to meet with and counsel Student regarding emotional, social, or family circumstances.

15. New Student Transcripts: If Student is transferring from another school, it is Parent's responsibility to ensure that the transferring school promptly provides the School with an official transcript. Failure to comply with this provision may result in Student's dismissal from School.

16. Student's Satisfactory Completion of the School Year Prior to the School Year Covered by this Contract: This Contract is conditioned upon Student successfully completing the 2023-2024 school year in good standing, both academically, behaviorally, and financially. If, after completion of the 2023-2024 school year, the School determines in its sole and reasonable 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 for the 2024-2025 school year.

17. Release of Student Records: Parent consents and holds the School harmless for the release of Student's records and information upon request by an educational institution, law enforcement agency, or other authorized third party. Parent also releases and holds the School harmless from any liability stemming from the use, disclosure or release of Student's records or information.

18. 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. In an effort to do so, however, information included in the materials (including class sizes, student-to-teacher ratios, School accreditation, teacher qualification, specialization, and length of service, etc.) may change as programs grow and as staff changes. Prior to relying on any written materials in making your decision to enroll or re-enroll Student in the School, please verify the accuracy of information with the Admissions Office. Please also understand that even if the information was accurate at the time that you enrolled or re-enrolled Student, the information may change prior to commencement of classes or during attendance at the School. Please also note that only the Head of the School (or his/her designee) has the authority to make commitments regarding the nature of the program, specific arrangements for Student, or other changes from the School's regular curriculum.

19. Governing Law/Waiver of Jury Trial: This Contract shall be governed under the laws of the State of Florida. The venue of any action hereunder shall lie exclusively within the Circuit Court of Broward County, Florida, and the parties hereto consent to personal jurisdiction. **The Parent (acting on the Parent's behalf and on behalf of and in the best interests of Student) and the School agree to waive their rights and the Parent agrees to waive Student's rights to a trial by jury over any dispute arising out of or related to any aspect of the Parent's or Student's relationship with the School or participation in any of its programs, including but not limited to claims relating to the terms and provisions of this Contract; Student's enrollment in the School; Student's attendance, participation in activities, discipline or any actions by the School, its representatives, or other parties (including other students or parents); and the relationship created by this Contract or the termination of the relationship (whether such claim arises under agreement, statute, regulation, local law, or common law).**

20. Understanding of Terms: Please read this Contract carefully. By electronically signing below, Parent acknowledges that Parent understands the terms of this Contract, Parent's obligation to pay the full year's tuition even if the Student is withdrawn or dismissed, Parent's option to terminate and all other obligations set forth herein. If Parent has questions about the terms, Parent is encouraged to seek advice of counsel or to seek clarification from the executive director.

21. Force Majeure: Should events beyond the control of the School, including, but not limited to, any fire, act of God, hurricane, tornado, flood, extreme inclement weather, explosion, war (including armed conflict), governmental action, act of terrorism, risk of infectious disease, epidemic, pandemic, shortage or disruption of necessary utilities (water, electricity, etc.), or any other event beyond the School's control, occur, the School has the discretion to close the School and/or modify its curriculum, schedules (including, without limitation, the provision of instruction on Sundays), length of school day, length of school year, and/or means of learning and teaching methods, including, without limitation, converting to distance learning or a hybrid model. Parent may be required to sign a waiver of liability in order for Student to participate in on-campus instruction depending on the status of any force majeure event. Parent's financial obligations under this Contract remain in full force and effect and the School shall not be liable for any such failure or delay in its performance. Should the School close, the School's duties and obligations under this Contract shall be suspended immediately without notice until the School, in its sole and reasonable discretion, may safely reopen. If the School cannot reopen due to a force majeure event under this Paragraph, the School is under no obligation to refund any portion of tuition paid.

22. Electronic Medical Records & Disclosure: The School utilizes an electronic medical record system ("EMRS") to manage student health records. **Before the first day of classes**, Parent is required (on behalf of Student) to complete and submit through the EMRS all medical information and specific records (immunization, physical, and health). Parent's use of the EMRS and submission of the required information/forms to the School through the EMRS are conditions of enrollment.

The medical information Parent provides will be shared with administrators and teachers in order to better protect and ensure the safety of the Student.

23. Permissions/Release for School Activities: Parent consents to Student's participation in all School activities, including, but not limited to, athletics/physical education activities, field trips, off-campus events, and any School-sponsored trip away from the School, unless the School receives timely written notice to the contrary. Although it is understood that the School and its representatives intend to take reasonable precautions with respect to all activities, Parent understands that the participation of Student in such activities involves a certain element of risk, and Parent hereby assumes full and complete responsibility for, and assumes all risk of, death, personal or bodily injury, disability, and/or property damage. Parent, individually and on behalf of Student waives, releases and holds the School, its current or former affiliated corporations, entities, parent corporations, partnerships, divisions, and subsidiaries and all of their respective agents, representatives, administrators, officers, directors, trustees, shareholders, owners, managers, partners, employees, staff, chaperones, volunteers, supervisors, successors, and assigns ("Released Parties") harmless from any and all liability and/or claims, suits, or damages for costs and expenses, property damage, illness, accidents, injury, death, or loss whether arising before, during, or after such activities which are not the result of the willful misconduct of any of the Released Parties and agrees not to sue any of the Released Parties for any claims released herein. Parent also hereby agrees to indemnify and defend the Released Parties from any and all claims, liabilities and costs asserted by or on behalf of Parent, Student and any of their legal representatives, heirs, successors and assigns within the scope of the preceding release. Parent also agrees to be financially responsible for any and all damages, costs, or fees for which the School may be liable as a result of the conduct of Student. Parent agrees that Student is expected to abide by all School rules and direction from faculty, administrators, coaches, or chaperones during such activity and that Student's failure to do so will be justification for termination of participation in the activity, and Student will be sent home at Parent's expense. Parent understands that there may be other forms and releases involving trips or activities that Parent may be required to sign in order to allow Student to participate in certain activities.

23. Student Liability Insurance

In case of an accident, injured Student's claim must be filed with Student's primary insurance carrier first before being submitted to the School's accident insurance carrier. Written notice of claim must be given to the School within 14 days after accident.

24. Legal Issues: Parent understands and agrees that the School's primary purpose is to provide educational opportunities to the students within its institution. Parent also understands that it is disruptive to the School for a parent to involve the School (or any of its employees) in legal issues of any kind, which may include disputes between the parents and disputes that the parents have with third parties. The School often must pay for legal fees and costs associated with such issues.

a. Parent is obligated to promptly advise the School whether a parent/guardian is restricted in receiving information about Student from the School, in visiting/picking-up/dropping off Student, in participating in parent/student conferences, etc. Parent must also provide a valid court order to the School evidencing such restrictions. Parent is also under an ongoing obligation to provide any updated orders to the School.

b. Parent agrees to promptly reimburse the School for all expenditures incurred by the School because of Parent's legal disputes, including, but not limited to: disputes with other educational institutions; disputes between the parents; divorce proceedings; custody proceedings and/or modifications of custody proceedings, and/or legal disputes between parent(s) and third parties. Expenditures incurred may involve reasonable attorneys' fees/costs to prepare for and/or attend depositions, trials, or hearings; to respond to subpoenas; to draft letters or motions; to communicate with Parent or Parent's counsel and/or counsel for third parties, guardians ad litem or attorneys ad litem; and to perform research. Other expenditures may also include the cost of copying documents, providing records, engaging substitute teachers or temporary employees, computerized research, and travel expense. *The School reserves the right to request payment in advance.* Parent agrees to reimburse the School for such expenditures/fees/costs within thirty (30) days of the School billing Parent for such expenses. Any dispute between the parents regarding which parent may owe which portion of the bill should be resolved between the parents so that the bills for reimbursement to the School can be paid on a timely basis. Parent's failure to pay such fees/costs promptly will result in dismissal of the family from the School.

25. Authority: Each party represents and warrants to the other (1) that it has full power to enter into and perform its obligations under this Contract; and (2) that this Contract constitutes its legal, valid, and binding obligation, enforceable in accordance with its terms. Parents in two-parent households agree that each is acting as agent for the other. Modification of this agency relationship shall be in writing and delivered to the School. No oral modifications will be recognized or accepted.

26. Entire Agreement: This Contract sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and may be modified only in a writing signed by all parties. This Contract merges and supersedes all prior and contemporaneous oral or written understandings between the parties respecting the matters within its scope. There have been no representations or warranties made by any party other than the representations and warranties contained herein and any current or prior understanding, statement, representation, promise, or agreement, oral or written, including, without limitation, renderings, or representations contained in brochures, advertising, or promotional materials, and oral statements of School employees or representatives, not specifically expressed and included in this Contract are void and shall not be binding upon or enforceable against either party.

27. Assignment: This Contract shall inure to the benefit of and be enforceable by any successors or assigns of the School, including any entity with which, or into which, the School may be merged, or which may succeed to the School's assets or business. This Contract is a personal contract, and the rights and interests of the Parent and Student may not be assigned or transferred by any of them.

28. Severability: If any provision(s) of this Contract are held to be illegal, invalid or unenforceable under present or future laws, any such provision(s) shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In that event, the remainder of this Contract shall thereafter be construed and enforced as if such illegal, invalid, or unenforceable provision(s) had never comprised a part hereof. In such case, the remaining provision(s) of this Contract shall continue in full force and effect and shall not be affected by any such illegal, invalid, or unenforceable provision(s) or by severance herefrom.

29. Required Signatures and Representations: Both parents/guardians must sign this Contract, unless the School, in its discretion, permits enrollment with one parent/guardian signature. If only one parent/guardian signs this Enrollment Contract, such parent/guardian must have the authority to enter into this Contract on behalf of the Student and the consent of all other parents/guardians to do so. The submission of the Enrollment Contract with the signature of a single parent/guardian constitutes the representation of the signing parent/guardian that he/she has the necessary authority and consent to sign on behalf of the other parents/guardians. A parent/guardian who signs on behalf of other

parents/guardians confirms he/she has authority and consent. Signing without authority and consent constitutes fraud.

30. Multiple Originals: This Contract may be electronically executed in multiple counterparts, each of which shall constitute and be deemed an original, but all of which taken together shall constitute one and the same instrument.

SCHOOL AND PARENT UNDERSTAND THAT THIS CONTRACT REQUIRES BOTH SCHOOL AND PARENT (ON PARENT'S BEHALF AND ON BEHALF OF AND IN THE BEST INTEREST OF STUDENT) TO GIVE UP RIGHTS TO TRIAL BY JURY.

ELECTRONIC SIGNATURE

By checking the box "I Agree" below and clicking "Submit" at the end of the Registration, I/we hereby attach my/our electronic signature to and agree to the terms and conditions of the 2024-2025 Enrollment Contract. Your electronic signature is legally binding. You may decline to complete this Enrollment Contract electronically. However, if you decline, your child will not be enrolled in the School unless you complete the Contract on paper and return a handwritten signed copy to the School by the registration deadline.

Type Your Full Name

Clicking "I Agree" creates a legally binding electronic signature

I Agree

X _____

Date _____