



ENROLLMENT AGREEMENT 2024-2025

IN CONSIDERATION of the enrollment of _____ (“*Student*”) at Midwest Academy of Indiana, Inc. (“*School*”) for the 2024-2025 School Year (“*School Year*”), the undersigned parent(s) or guardian(s) of the *Student* (“*Parent*”), hereby agree(s), jointly and severally, to pay the *Tuition* and *Fees* (as hereinafter defined) and accept the terms and conditions of enrollment set forth in this Enrollment Agreement (“*Agreement*”).

1. OFFER OF ENROLLMENT. This *Agreement* represents an offer of enrollment to the *Student* in the *School* which becomes valid when a payment plan has been selected in Paragraph 4, the signatures of both parents if applicable, along with payment of the deposit described in Paragraph 3 have been received by the school.

2. TUITION. *Parent* hereby promises and agrees to pay the *School Tuition* in the amount of **\$19,750** THE OBLIGATION OF *PARENT* TO PAY *TUITION* AND *FEES* (AS HEREIN DEFINED) FOR THE ENTIRE *SCHOOL YEAR*, AND EXCEPT AS PROVIDED IN PARAGRAPH 5, IS UNCONDITIONAL AND IRREVOCABLE AND NO PORTION OF *TUITION* OR *FEES* SHALL BE REFUNDED OR ABATED FOR ANY REASON INCLUDING ABSENCE, WITHDRAWAL, OR DISMISSAL OF THE *STUDENT* FROM THE *SCHOOL*.

3. TUITION DEPOSIT. A tuition deposit of **\$750.00** which must accompany this *Agreement* is **NONREFUNDABLE**.

4. TUITION BALANCE REMITTANCE PLAN. *Parent* hereby promises and agrees to pay the *Tuition balance* as follows (**MUST SELECT ONE**):

- **Annual: One-Payment Plan.** Full payment of **\$19,000** for this plan is due by July 31, 2024.
- **Semi-Annual: Two-Payment Plan.** Parents will pay an initial payment of **\$9,500** due by July 31, 2024, and a second payment of **\$9,500** due by November 30, 2024.
- **Monthly: Payment Plan.** The Business Office will send 10 equal monthly *Tuition* invoices for **\$1,900** between July 31, 2024, and May 30, 2025. Invoices will be emailed by the 20th of the month and will be due by the last day of the same month. There will be an administrative fee of 2% to cover fees encumbered by Midwest Academy. This will be charged on the total annual tuition and added to the first *Tuition* invoice for **ALL** monthly payment plans.

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5. NOTIFICATION OF WITHDRAWAL. By executing this *Agreement*, *Parent* acknowledges that the *School* has reserved a place for the *Student* in the *School* for the entire *School Year*, that **the *School* reserves the right to determine the grade level and the section of the class in which the *Student* will be placed**, and that the *School* will enroll and/or decide not to enroll other students and formulate its budget in reliance upon this *Agreement*. Accordingly, if the *Parent* elects to withdraw *Student* for any reason, written notification of the *student's* withdrawal must be received by the *school* before the later of April 1, 2024, or execution of this *Agreement* by the *School*. The full withdrawal process is stated in the *Student handbook*. **IF WRITTEN NOTIFICATION OF A *STUDENT'S* WITHDRAWAL IS NOT RECEIVED BY THE *SCHOOL* BEFORE APRIL 1, 2024, THE *PARENT* WILL BE RESPONSIBLE FOR *TUITION* PAYMENTS ACCORDING TO THE BELOW SCHEDULE.**

DATE OF WITHDRAWAL NOTIFICATION

PRIOR TO APRIL 1, 2024	0%	<i>TUITION</i> DUE
APRIL 1-APRIL 30,2024	25%	<i>TUITION</i> DUE
MAY 1-MAY 31, 2024	50%	<i>TUITION</i> DUE
JUNE 1, 2024 and thereafter	100%	<i>TUITION</i> DUE

NOTE: TUITION DEPOSIT IS NON-REFUNDABLE. ALL TUITION AND FEES COME DUE IMMEDIATELY UPON SEPARATION (WITHDRAWAL, DISMISSAL, ETC.)

6. INCIDENTAL FEES. In addition to the above *Tuition*, *Parent* agrees to pay incidental fees billed by the *School* for special field trips, Before School Care, After School Care, miscellaneous supplies, and other items or services (collectively "*Fees*") provided for the *Student* in accordance with guidelines and procedures established by the *School*.

7. EFFECT OF LATE OR NON-PAYMENT. *TUITION* AND *FEES* WHICH ARE NOT PAID WHEN DUE SHALL BEAR INTEREST FROM THEIR DUE DATE UNTIL PAID, AT THE RATE OF 12% PER ANNUM AND THE *SCHOOL* SHALL BE ENTITLED TO RECOVER ALL COSTS OF COLLECTION, INCLUDING COURT COSTS, REASONABLE ATTORNEY'S FEES, AND ADMINISTRATIVE COSTS INCURRED. Legal action to recover such costs may be initiated if *Tuition* and *Fees* remain unpaid ten days after either falls due. The *School* reserves the right (without prejudice to its rights to recover *Tuition* and *Fees* owed by the *Parent*) to deny access to the *Student* in the event *Tuition* and *Fees* are not timely paid, including the withholding of education and denial of services.

8. PARENTAL COMPORIMENT. The *School* believes that a positive and constructive working relationship (including but not limited to attending meetings and conferences, responding in a timely manner to phone calls and messages – electronic, written or otherwise) between the *School* and a *Student's Parent(s)* (or guardian) is essential to the fulfillment of the *School's* mission. Thus, the *School* reserves the right to require the *Student* to leave the *School*, without refund of any portion of the *Tuition* and *Fees*, or to elect not to re-enroll a *Student*, if the *School* reasonably concludes that the actions of a *Parent(s)* (or guardian) make such a positive and constructive relationship impossible or otherwise seriously interfere with the *School's* accomplishment of its educational purposes.

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9. Tuition Assistance. If Tuition Assistance is awarded by the *school*, then the *Tuition* described above will be adjusted proportionally in accordance with the payment plan chosen by the *Parent*. Tuition Assistance will be conditional on payment of the *Tuition* and *Fees*, which remain owing and are subject to all provisions of Paragraphs 3 through 7. Tuition assistance distributions are maximized at \$12,000, including distributions received through outside sources such as the INESA program (ADM only). See Paragraph 10 for details.

10. INESA Program. A portion of Midwest Academy tuition can be paid for by outside scholarships, such as the INESA program. To utilize these funds, families must be approved by the INESA program to receive tuition (ADM) funds and a Midwest Academy Usage agreement must be completed prior to the start of the school year or, for later enrollees, the student's first day of attendance. Additional billing will be provided by the school to submit to the INESA program for Midwest Academy to be paid these funds directly. In the event INESA does not approve or pay the tuition or requires funds to be refunded to the state of Indiana for any reason the parent agrees to pay the balance prior to the end of the school year. INESA recipients who accept special education (APC) dollars will not receive tuition assistance from Midwest Academy.

(Note: Midwest Academy does not accept APC funds in lieu of tuition. While the inner workings of the INESA program are complex, we simply ask families to direct special education (APC) funds to Carmel Clay Schools as they use these funds to maintain IEP/ISPs, provide direct services to students and pay for some of the services that Midwest Academy staff provides to families. Loss of these dollars would cost Midwest Academy more than \$250,000 per year. Accordingly, INESA recipients who accept special education (or APC) dollars will not receive tuition assistance from Midwest Academy.)

11. RULES OF DISCIPLINARY ACTION. *Parent* agrees that *Parent* and *Student* will abide by the rules, regulations, and procedures established by the *School* and published from time to time, including those in the *Student/Parent Handbook*. The *School* reserves the right to dismiss and remove the *Student* from the *School* at any time if in the sole judgment and discretion of the *School*, the *Student's* industry, progress, conduct or influence, in or out of the *School*, is not in keeping with these rules, regulations or procedures or with the best interest of the *School*.

Parent agrees that in all matters relating to the discipline in and conduct of the *School* and its students, the *School* through the Head of School, its teachers, and other employees shall be entitled to maintain discipline in the *School*, including *School* grounds and at school activities. This right to maintain discipline shall extend to all activities connected to the *School* program if sponsored by the *School*, including without limitation all activities during the *School* day and all athletic and extracurricular programs, and may be exercised any time for the safety and supervision of the students in the absence of their parents and/or guardians.

12. PERSONAL PROPERTY. The *School* is not responsible for personal lost, stolen, or damaged personal property.

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13. HARRASSEMENT/BULLYING. The *School* strictly prohibits acts of bullying, harassment, and other forms of aggression and violence. “Bullying” or “harassment” is any gesture or written, verbal, graphic, or physical act (including electronically transmitted acts– i.e., cyberbullying, through the use of internet, social media, cell phone, computer, or wireless handheld device,) that is reasonably perceived as being dehumanizing, intimidating, hostile, humiliating, threatening, or otherwise likely to evoke fear of physical harm or emotional distress. Bullying and harassment also include forms of retaliation against individuals who report or cooperate in an investigation under this policy. Such behaviors are considered to be bullying or harassment whether they take place on or off *School* property, at any *School*-sponsored function, or in a *School* vehicle or at any time or place where a *Student’s* imminent safety or over-all well-being may be at issue.

14. FIELD TRIP AND MEDIA RELEASE. The *Parent(s)* or guardian(s) agree that the *Student* may participate in all *School* activities, including but not limited to athletics and any school-sponsored trip away from the campus unless the *School* receives adequate prior written notice to the contrary. The *Parent(s)* or guardian(s) also give permission to the *School* to release the *Student’s* names, likeness, and/or photograph (in any form, including, but not limited to, video) to be used by the *School* for promotional purposes or to be used by the media in a story about the *School’s* program, event, or student achievement UNLESS THE DIRECTOR OF ADMISSION RECEIVES AND CONFIRMS WRITTEN NOTICE TO THE CONTRARY. The *Parent(s)* or guardian(s), on their own behalf and on behalf of the *Student*, hereby waive and release the *School* from any claim, damages, liability, harm, or cause of action that might arise from or relate to the *Student’s* name, likeness, and/or photograph, including but not limited to any claims related to the violation of the *Student’s* right of privacy and/or publicity.

15. NONDISCRIMINATORY PRACTICE. THE *SCHOOL* ADMITS *STUDENTS* OF ANY GENDER, RACE, COLOR, RELIGION, SEXUAL ORIENTATION, GENDER IDENTITY AND NATIONAL OR ETHNIC ORIGIN TO ALL RIGHTS, PRIVILEGES, PROGRAMS AND ACTIVITIES GENERALLY ACCORDED OR MADE AVAILABLE AT THE *SCHOOL*. THE *SCHOOL* DOES NOT DISCRIMINATE ON THE BASIS OF GENDER, RACE, COLOR, RELIGION, SEXUAL ORIENTATION, GENDER IDENTITY OR NATIONAL OR ETHNIC ORIGIN OR ANY OTHER LEGALLY PROTECTED CHARACTERISTIC IN THE ADMINISTRATION OF ITS EDUCATIONAL POLICIES, FINANCIAL PROGRAMS, OR ATHLETIC/*STUDENT* ACTIVITIES AND OTHER PROGRAMS ADMINISTERED BY THE *SCHOOL*.

16. NOTICES. Notices to *Parent* or to *School* may be sent by mail to the addresses below and shall be deemed completed upon deposit in the United States Mail, postage prepaid, directed to the address listed for each below or at the most recent address on the *School’s* records.

17. EXTENDED CLOSURE OF FACILITY: In the event of an extended closing of the facility as a result of a condition outside of the control of the *School* (e.g., Meteorological catastrophe, pandemic, or pervasive health emergency, etc.); the *School* will take reasonable steps to continue to provide educational services, as determined by the *School* in its sole discretion. Classes may be provided via distance learning or through other alternate means, such as a revised school schedule or calendar.

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COMPLETE IN FULL

Both signers are separately and equally financially responsible for all tuition and fees unless otherwise designated by a court of law.

PRIMARY Parent(s) or Guardian(s):

Name: _____
(Printed) *Signature* Date

Email: _____ Phone: _(_____)_____

Spouse: _____
(Printed) *Signature* Date

Email: _____ Phone: _(_____)_____

Address: _____
City State Zip

_____ I would like to participate in the parent directory.
_____ I would like to opt out of participating in the parent directory.

The **PRIMARY Parent(s) or Guardian(s)** will be the designated point-of-contact for the Business Office.

SECONDARY Parent(s) or Guardian(s):

Name: _____
(Printed) *Signature* Date

Email: _____ Phone: _(_____)_____

Spouse: _____
(Printed) *Signature* Date

Email: _____ Phone: _(_____)_____

Address: _____
City State Zip

MWA
Signatory: _____ Signature: _____ Date: _____