

St. Jude's Scholars' Hall

A Mentor Academy and University Preparatory School

St. Jude' Scholars' Hall ('SJSH') Perpetual Enrollment Agreement - Page 1

Student's Name	Date of Birth	Tuition	Additional Services	Annual After School Care	
Parent's Name		Parent's Name			
Home Address			City	Postal Code	Phone Number

- 1) This is a Perpetual Enrollment Contract.** The undersigned acknowledges and agrees that this Agreement shall extend until the earlier of completion of high school of all their presently or future registered children, in St. Jude's Scholars' Hall, hereafter referred as 'SJSH' , or the termination of this agreement pursuant to the terms as provided herein. This Agreement, as may be amended by SJSH from time to time, will continue in effect as long as any of the undersigned's, presently or future, children remain enrolled in SJSH.
- 2) The Contractual Term** is from the Agreement date to the end of the next school year and automatically renews, at the sole discretion of SJSH, on January 15 of each successive year. As of the first day of classes, all children must be immunized (or exemption filed) and all dates of birth must be documented.
- 3) Services included in SJSH's Base Tuition:** Ministry of Education registered/inspected school; Ministry required credit instructional hours; OSSD; reduced sibling tuition; small classes (ideally 16 students) with one teacher; lecture class/course instruction; traditional school day; SK to Gr.8 skill/grade grouping; co-ordinated elementary English/Math timetabling, university semesters; no school Professional Development days; arrival/departure traffic system; multi-tiered administration; increased opportunity for instructional interaction; Agenda Policy; Homework Policy; HS Grounding Policy; Stay-till-Done Policy; Examination Policy; House system; Clubs; Student-in-Good-Standing; Scholar-of-the-Month; Scholar Lunches; HS Fall/Winter Breakfast; Grade 8/9 Literacy Test preparation; Year-End Awards/Grad Night; JK/SK/1/2 Tea Party; Grade 8 Grad Semi-Formal; Gr.12 Grad Prom; 10-credit possibility for Grades 11/12's; text book lending; Gr.11/12 post-secondary guidance/application assistance; Primary/Junior Carnival Day; Fine Arts Program; House & Interscholar sports; Performing Arts; subsidized Martial Arts; Financial Math credit; University Essay Writing credit; Elementary Spelling/Math tests, Cursive Writing; Information Exposition; Subsidized Leadership Conference for Grade 8/9 students registered for Grade 9/10; two reports cards per; two meetings (one report interview and one at parent request) with teacher per semester; individual school plan and other services as announced by SJSH.
- 4) Notice of Parental Withdrawal of a student** must be provided in writing. Upon receipt of the Notice, the current month's payment and the next month's payment is due, payable and completely non-refundable. Non-attendance without notice of withdrawal will be recorded as absenteeism. SJSH reserves the right to expel a student or to revoke a student's enrollment, for any reason, without any notice or any refund or any partial reduction of obligation.
- 5) Refund / Reduction of Obligation Policy:** As of registration, or January 15th of each successive year, a payment, equal to 15% of the total fees, is completely non-refundable. As of May 1st, of each successive year, the first of twelve payments, is due, payable and completely non-refundable. Thereafter, every consecutive 1st-of-the-month payment is due, payable and completely non-refundable. Upon receipt of Notice of Withdrawal, any balance owed to SJSH will be immediately due and payable subject to a one percent (1%) per month interest rate until paid in full. Any balance owed by SJSH will be paid, without interest, by the next June 30th. In this Agreement, no refund of any amount paid or any partial reduction of any unpaid balance will be granted, for any reason, including but not limited to, absenteeism, illness (short or long-term), being unvaccinated, any Department of Health closure or any government mandated closures, suspension, withdrawal, expulsion, reduction of instructional time, implementation of any instructional alternatives, instructional disruption, changed (early or delayed) Start or End Date, or any school closure. For any reason, circumstances beyond SJSH's control, may limit total number of instructional days or in-person days captured by this Agreement. SJSH reserves the right to expel a student or to revoke a student's registration, without prior notice, at any time, or for any reason(s), stated or implied, in SJSH's Student Standards of Good Conduct/Teachability, SJSH's Student Order/Discipline Policy. Method of payment has no bearing on SJSH's Withdrawal/Refund/Reduction of Obligation Policy. The child with the highest tuition shall be assigned as the first (1st) child.

Percent of total school year fees Due, Payable and completely Non-Refundable as of	May 1 pre-school year	June 1 pre-school year	July 1 pre-school year	August 1 pre-school year	September 1 1st month of school	October 1 2nd month of school
at Registration	15%	23%	30%	38%	44%	51%
					58%	
Percent of total school year fees Due, Payable and completely Non-Refundable as of	November 1 3rd month of school	December 1 4th month of school	January 1 5th month of school	February 1 6th month of school	March 1 7th month of school	April 1 8th month of school
	65%	72%	79%	86%	94%	100%

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- 6) Pre-Authorized Debits (PAD) Withdrawal Authorization:** I/We, the undersigned, being a legal person, herein represented by its duly authorized representative(s), authorize the SJSH to make pre-authorized debits (PAD) from my bank account/credit card at the following interval: An initial deposit of 15% of the total new school year's fee, each January 15, plus 12 Monthly withdrawals, in the amount of the new new school year's Full Fee minus the 15% deposit divided by 12 consecutive equal withdrawals starting May 1 each year and continuing to April 1 of the next consecutive calendar year.
- 7) Contractual Conditions:** I/We, the undersigned, acknowledge we can withdraw from this Agreement, according to conditions stated in SJSH's Withdrawal/Refund/Reduction of Obligation Policy and SJSH's Notice of Withdrawal Policy. Fees for additional services are additional to the total amount payable hereunder and will be billed separately. Any such amounts billed will be subject to the terms and conditions of this Agreement. All credits, marks, and/or promotions are earned only after any balance owing is paid in full. Prior to the release of any reports; credits; or promotions, any balance owing must be paid in full and until such time, SJSH reserves the right to withhold, in its sole discretion. If any amount of total fees remains unpaid, as of the last payment date herein, in order to secure the prompt and complete payment of all obligations under this Agreement SJSH reserves the right to secure the debt plus interest of one percent (1%) per month based on monthly balance on the first of each month commencing on the last payment date, with an mutually agreeable re-payment schedule.
- 8) Annual Tuition** will be increased, every year on January 1st, as deemed appropriate by SJSH, in its sole discretion and without advance notice.
- 9) Educational Services** are in compliance with the Ministry of Education's Private Schools Policy and Procedures of 09.2013, and SJSH provides day-schooling education and related services at the decision and discretion of SJSH. At no time can or does SJSH offer any guarantee or assurance of a student's success.
- 10) Educational Calendar:** SJSH's school year has three semesters: Fall (September to December); Winter (January to April); and Spring (May and June) Each new school year begins after Labour Day and ends before June 30th of the next year. Number of instructional days and times, are subject to change, without advance notice, at the sole discretion of SJSH. Any day not attended will not be eligible for any refund. Weekends; statutory holidays; December Break, April Break; Summer Break; HeadStart School; Easter Monday and any other day(s) announced by SJSH i.e. professional development days, premise construction etc., in its sole discretion, are not instructional days.
- 11) Grade and Class Placements:** Grade placement is determined by age. Class placement is determined solely by SJSH. SJSH reserves the right, in its sole to make changes to class placement, at any time and to adjust tuition costs and any any fees as it deems appropriate;
- 12) Accommodations & Modifications:** Accommodations provide opportunities to be successful with grade appropriate expectations. Accommodations help students meet curriculum outcomes by leveling the playing field. Modifications provide opportunities to be successful with skill appropriate expectations which changes the curriculum outcomes or changing the playing field. Time outside the classroom is a modification.
- 13) Student Plans:** SJSH reserves the right, in its sole discretion, to amend a student's plan at any time during the school year without advance notice.
- 14) Additional Services** are accommodations, modifications, or services provided in addition to the SJSH Base Tuition. Any additional services are subject to change and addition fees, in the sole discretion of SJSH, including, without limitation, hours and dates of operation and early closures.
- 15) Grade 11/12 Mathematics/English Credit Policy:** To protect and preserve SJSH's graduates' university acceptance standards and opportunities all Grade 11 and 12 Math and English Credits must be a regularly timetabled class in SJSH.
- 16) SJSH's Operational Policies and Procedures:** All SJSH's Policies and Procedures i.e. Weather; Closure; no salt; and Code of Behaviour an integral part of this Agreement and are available for your review at www.sjsh.ca SJSH LOGIN.
- 17) SJSH's Attendance Policy:** Success at SJSH is predicated upon daily punctuality and attendance. It is solely the parents' responsibility to ensure their child's child's daily punctuality and attendance. Late to school / class is a form of absence and will also affect school and social performance. When a student is absent from school/class, for any reason including but not limited to tardiness; illness; medical condition; appointments; anxiety; vacations; parental permission; their opportunity for academic and social integration success will be jeopardized. If time and resources permit, SJSH may or may not be able to modify a willing student's timetable to mitigate some effects of non-attendance but the student must still meet or exceed the Ontario Ministry of Education's learning expectations to earn a credit/promotion. Any credit or promotion in jeopardy as a result of absenteeism will not be granted.
- 18) Force Majeure:** All incidents of force majeure ('**Force Majeure**'), being circumstances beyond the reasonable control of SJSH and which **have**, or may have, a material effect on the ability to perform under this Agreement, including, but not limited to, power/utility failure; fire; flood; earthquake or other natural disaster; explosion; riot; staff illness, resignation, strike or work disruptions; civil insurrection or unrest; pandemics; terrorist activity; war (declared or not); and laws, regulations, tariffs and acts of any federal, provincial, regional or foreign government shall for the duration and to the extent of the effects caused thereby release SJSH from the performance of its contractual obligations. SJSH shall not be considered to be in default or breach of this performance or liability Agreement and shall be excused from for damages to any other Party, including any party to this agreement if and to the extent SJSH shall be delayed in or prevented from performing or carrying out any of the provisions of this Agreement arising out of Force Majeure. SJSH, upon suffering a Force Majeure event shall notify the other party without delay of any such incident(s). SJSH shall take all reasonable steps to avoid, restrict or reduce the impact of Force Majeure events and to mitigate loss therefrom. In the event of an incident(s) of Force Majeure, SJSH shall resume performance of its obligations hereunder, when reasonably and financially possible, or if at all possible.

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19) Parental Acknowledgements: I/ We acknowledge and agree as follows and understand that these acknowledgements shall apply for the duration of the the duration of the Contractual Term unless otherwise revoked in writing:

- A) Release and Waiver of Liability:** To the fullest extent permitted by law, I/we hereby release, waive, and discharge SJSH, its directors, staff, employees, contractors, volunteers, and agents from any liability for loss, damage, injury, or claim arising out of or in connection with our child(ren) or the student's participation in school activities. To fullest extent permitted by law, I/we voluntarily assume all risks associated with the student's participation in the above activities, whether occurring on school premises, off school premises, during school hours or outside of school hours, under school supervision on field trips or while completing school-assigned work at home.
- B)** withdrawal/discontinuance this Agreement shall only be in accordance with the Withdrawal/Refund/Reduction of Obligation Policy;
- C)** our child(ren) will not be permitted to commence the school year if I/We have not provided to SJSH, before the first day of the school year, a copy of each child's birth certificate; a completed SJSH information form; a copy of each child's up-to-date immunization/vaccination records or a valid documented exemption, as per the Immunization of School Pupils Act (ISPA); a completed Agreement duly signed and dated by all parents; and a completed PAD agreement for automatic bank withdrawals or credit card payments;
- D)** enrollment at SJSH, will be jeopardized or discontinued if we do not make full disclosure of our child's past or present academic abilities/performance; emotional well-being; social behaviour/activities (both in and outside of school); medical or psychological well-being; prior Safety Plans; smoking/vaping; illegal activity or police involvement; and/or if our child does not continue to meet SJSH's Standards of Good Conduct/Teachability, SJSH's Order and Discipline Policy and SJSH's Rules. Or, if we do not continue to support, promote and adhere to SJSH's philosophies, policies, procedures, rules, practices, decisions; or if we act in a way deemed by SJSH to be inappropriate, abusive, disrespectful, or offensive; or if we attempt to malign/subvert any SJSH staff, student or family; or if we execute, perpetrate, allow or encourage, by act or omission of an act, any behaviours that are contrary to SJSH's philosophies, policies, procedures, rules, practices, decisions or good social etiquette;
- E)** will bring any concern to SJSH's Principal without delay. I/WE acknowledge that any delay reporting to SJSH's Principal will affect their ability to provide any resolution let alone a satisfactory one;
- F)** give 'in loco parentis' (parental authority) to SJSH for all school related matters regarding our child;
- G)** we consent to (i) SJSH taking, using, storing, and publishing photographs, video recordings, or other images of our child(ren) or the students for educational purposes, school publications (including, without limitation, publications, newsletters, websites, social media, marketing and promotional materials), in each case, in both print, digital, audio and visual formats, (ii) SJSH monitoring, restricting or denying my/our child(ren) the use of data or the internet, (iii) my/our child(ren) participating in all school and school related activities on or off the school's related activities on or off the school's premises, (iv) the transfer of the Ontario School Record (OSR) to and from SJSH's (v) transfer of other pertinent information to SJSH by others knowledgeable of my/our child(ren), (vi) the transfer of information from SJSH to others who would require information as a result of a professional relationship with my/our child(ren) and (vii) agree that we have provided my e-mail address by which SJSH is granted permission to use for the communication of our child's personal academic information including report cards and/or any school news, information, and announcements.
- H)** in all instances except being legally separated/divorced prior to this Agreement, the signature of one parent/guardian legally binds the other to all the conditions of this Agreement and all parents/guardians are jointly and severally liable for the total tuition and fees;
- I)** we, jointly and severally, have an unconditional obligation to pay the tuition, all fees and all additional service charges as may be rendered, from time to time, by SJSH including, without limitation, any late fees or interest charges;
- J)** this Agreement is also binding with any incorporated business owned by either or both signers and collection can occur directly against said corporation and all principals thereof individually;
- K)** any failure to pay or any late payment may result in suspension of services. A stop payment or NSF cheque is a late payment and \$50 is charged. Interest of 1% per month will be charged on any delinquent account.
- L)** this Agreement replaces/supersedes any prior agreement, representations or warranties and this Agreement constitutes the entire Agreement between the parties;
- M)** have read, understood and unconditionally accept all terms and conditions of this Agreement and irrevocably accept all SJSH's rules, policies and procedures which are available for review at the school's main office and which may be amended by SJSH in its sole discretion from time to time; and
- N)** have taken all the time required and have sought legal counsel needed to enter into this Agreement with full understanding and consent to all its terms and conditions.

1st Parental Signed Acceptance

2nd Parental Signed Acceptance

Date

School's Acknowledgement

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