



2021-2022 EXTENDED CARE AGREEMENT

Name of Student: (“Student”): _____ 2021-22 Grade: _____

We, the Student’s parents/legal guardians (“Applicant”), by signing this contract (“Extended Care Agreement”), request that Aspen Academy (“School”) enroll the Student for the 2021-2022 academic year and agree that we are jointly and severally responsible for all of the obligations set forth in this Enrollment Agreement. Upon acceptance of the Student to the School, we and the Student will be bound by all policies, rules, and regulations as may be published and amended by the School and to the terms of this Extended Care Agreement. In consideration for the acceptance of this Extended Care Agreement and holding a place for the Student in the Extended Care program, we agree to the following binding Terms and Conditions:

- I. **ENROLLMENT:** The School retains the right, in its sole discretion, to determine whether or not to select a Student for admission, to re-enroll a Student, or to require a Student to withdraw from the School during the academic year. A Student may be voluntarily or involuntarily suspended, dismissed or expelled from the School at the School's sole discretion for violation by the Student or Student’s family of any of the School's requirements and expectations, or for any violation of law, personal maladjustment, academic deficiency, lack of parental cooperation, or the failure to make payments due to the School. Individuals or families whose lack of cooperation impedes the ability of the School to meet its educational objectives or interferes with the School's ability to fulfill its mission will be asked to leave. A family's account with the School must be current to allow for re-enrollment for returning Students.
 - a. Please be aware, no discount or credits will be given in the event of any absence including but not limited to illness or participation in extracurricular activities.
 - b. A family’s account with the School must be current to allow for re-enrollment for returning Students.

- II. **ACCEPTANCE AND DEADLINES:** The completed and signed Extended Care Agreement and Registration Fee are required to secure enrollment. The School secures proper personnel and faculty for this program based solely on enrollments for the program as of June 1, 2021. After June 1, 2021 space in the program will not be guaranteed for any Agreement submitted and the Extended Care Program accepts students on a first come first serve basis. Space for this program is limited and students accepted into the school are not automatically ensured a space into the Extended Care program.
 - a. Returning Students: The completed Extended Care Agreement and Registration Fee are due **June 1, 2021**.
 - b. Newly Enrolling Students: The completed Extended Care Agreement and Registration Fee are due on the date specified in the Student’s Acceptance Letter however enrollment into the Extended Care program is limited to available spaces at the time of Acceptance.

- III. **TUITION, FEES, AND DEPOSIT:** Applicant will pay required tuition through the FACTS system.
 - a. **2021 – 2022 Extended Care Fees:**
 - i. Registration Fee (Due with Contract): \$ 50.00
 - b. **2021 – 2022 Extended Care Program Tuition:**

	1 Day/week	2 Days/week	3 Days/week	4 Days/week	5 Days/week
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Before Care ONLY (7:30am to 8:15am)	\$310	\$570	\$855	\$1,145	\$1,430
After Care ONLY (3:30pm to 5:45pm)	\$770	\$1,480	\$2,335	\$3,120	\$3,900
Before & After Care	\$1,080	\$2,050	\$3,190	\$4,265	\$5,330

c. **Late Pick Up Fee:**

- i. Pick Up after 5:45pm \$1.40/minute late

IV. **WITHDRAWAL:** In accepting a Student for enrollment, the School assumes expenses which are not reduced by the Student’s absence, withdrawal, or dismissal. Applicant agrees that in the event of the Student’s absence, withdrawal or dismissal, the parties intend that the School retain all fees as well as a portion of the tuition as liquidated damages and not a penalty. Applicant agrees that damages would otherwise be difficult to ascertain with certainty and that the amount stated is a reasonable estimate of potential actual damages and not greatly disproportionate to the presumable loss or injury. Applicant agrees that the School does not refund tuition paid or cancel any unpaid obligation if Student is absent, withdraws or is dismissed for any reason including illness. In the event that any portion of the tuition or fees are outstanding at the time of a breach of this Extended Care Agreement or upon receipt of Student’s notice of withdrawal, the entire balance may be accelerated by the School and is immediately due. If an Applicant’s account is not paid in full, the school is not obligated to release the Student’s grades, reports, diplomas, or transcripts.

- a. **In the event of a Student’s voluntary withdrawal from the Extended Care Program, Applicant agrees to provide a written notice to the School that is 30 days in advance of such withdrawal and must be in accordance with paragraph VI[b].**

V. **DEFAULT:** Breach of Applicant’s obligations under this Extended Care Agreement will be deemed default. Applicant agrees that upon a default the School may accelerate the balance due under the terms of this Extended Care Agreement, enforce its rights, suspend the Student’s enrollment, and withhold transcripts and/or grade reports from the Student, from us or any other third party.

- a. **DUE DATES:** Applicant will ensure that all payment due dates are met. Mailed correspondence or payments will be considered as late if postmarked on or after payment due date. Should it be necessary that a family pay any charges via check or cash, it must be received by the Business Office 10 days prior to the scheduled “FACTS” withdraw date.
- b. **LATE FEES:** FACTs will charge applicant accounts a late charge fee of \$35.00 if a payment due date is not met. Any required payment amount not received by the due date will immediately accrue interest in the amount of 1.5% per month (18% per year) until the account is paid in full.
- c. **RETURNED PAYMENT FEES:** FACTs will charge applicant’s Account a Non-Sufficient Funds (NSF) fee of \$30.00 in addition to the Late Fees described previously. The payment due will be re-processed within 15 business days. The NSF fee will be processed within 5 business days.
- d. **COLLECTION FEES:** The School reserves the right to send any outstanding account to collections. Applicant agrees to pay School all costs and fees incurred by the School as a result of Applicant’s failure to pay amount due under the terms of this Extended Care Agreement by the specified due date. Collection costs include, but are not limited to collection agency fees, reasonable attorneys’ fees, and court costs.
- e. **DEFAULT PAYMENTS:** In the circumstance of payment default, Applicant consents and authorizes the School and all persons or agencies acting on its behalf, without further notice, to conduct an investigation into Applicant’s credit worthiness prior to determining a modified payment plan to help bring Applicant’s account current. The School maintains its right, at its sole discretion, to report default to the credit bureaus. Applicant waives any and all claims past, present, or future against the School regarding credit investigation caused by Applicant’s default.

VI. **GIVING OF NOTICES:** Applicant agrees to meet financial obligations on the due dates specified in the Extended Care Agreement. **The School is not required to distribute invoices to Applicants or to give notice that amounts due have not been paid.** No failure by the School to insist upon the strict performance of any provision contained in this Extended Care Agreement, or to exercise any right or remedy available upon a breach or any subsequent breach of such provision, shall act as a waiver of any rights or remedies under this Extended Care Agreement. No obligation, covenant, agreement, term, or condition of this Extended Care Agreement; and no breach of this Extended Care Agreement shall

be waived, altered, or modified, except by written instrument. No waiver of any breach shall affect or alter this Extended Care Agreement, but each and every obligation, covenant, agreement, term, and condition of this Extended Care Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach of this Extended Care Agreement. No waiver or other accommodation for any other Applicant shall affect or alter this Extended Care Agreement or imply that a similar waiver or accommodation will be granted to Applicant.

- a. If any notice from the School to the Applicant is given under this Extended Care Agreement it will be delivered via electronic or first class mail addresses contained in this Extended Care Agreement.
- b. Any notice from the Applicant to the School under this Agreement will be distributed by first class mail to the School's principal place of business.

VII. **ENTIRE AGREEMENT:** This Extended Care Agreement contains the entire agreement between the Applicant and the School concerning the subject matter hereof, and no oral or written statements not specifically incorporated herein by reference shall be of any force and effect. No modification or waiver of this Extended Care Agreement shall be binding on either party unless set forth in a document executed by these parties or a duly authorized agent. This Extended Care Agreement benefits the School, its successors and assigns, and binds the Applicant, personal representatives, and assigns and is governed by Colorado Law.

VIII. **Aspen Academy Program Alterations and Force Majeure:** The School endeavors to follow Program itineraries as may be described in Aspen Academy marketing materials or other Program information. However, the School reserves the right, in its sole discretion, to alter or cancel any aspect of the Program, including itineraries and/or planned activities, as needed, to address changing conditions, for the health and well-being of students/staff or for other reasons. The School will not be responsible, found in breach of this Enrollment Agreement and/or legally liable for any tuition refund or for any loss, costs or damages for any Program alteration or delay, including any changes in the Program itinerary, cancellation, or other alteration resulting from an Act of God or other conditions beyond its control ("force majeure"). Events constituting a force majeure include but are not limited to fire or other natural disaster, war, violence, terrorism, disease, epidemic, pandemic, governmental action or order, or other major upheaval. Typically, these are events that may compromise the health or well-being of students/staff or otherwise prevent performance. In the event of a force majeure, the School's duties and obligations under this Enrollment Agreement may be immediately suspended or altered without notice until such time as the School, in its sole discretion, determines that it may safely and adequately resume performance. If the School is unable to provide in-person learning for an extended period of time due to any of the foregoing, the School reserves the right to provide on-line learning in lieu of in-person learning, and Applicant acknowledges that s/he understand this and accepts on-line learning as a continuation of services. In this event, Applicant agrees to devote any effort that might be needed of her/him to facilitate the on-line services, including but not limited to providing the facilities, equipment, goods and services required for on-line learning, and to participate as needed in order to support Student with on-line instruction.

IX. **2021-2022 PAYMENT PLAN, METHOD AND AGREEMENT:** All Extended Care payments will be collected through FACTs Management. The Payment Plan and Payment Method selected in the FACTs system for standard tuition by the applicant will apply for Extended Care Payments.

- a. **DISCOUNT:** Applicant receives a 1% discount off tuition if Annual Payment Plan is selected and paid by due date. Failure to meet payment due date will result in a forfeiture of discount and incurrence of late fee.

X. EXTENDED CARE SCHEDULE SELECTION

Student Name: _____ **Grade Entering 2021-2022:** _____

<p>EXTENDED CARE SCHEDULE SELECTION PLEASE <u>CIRCLE</u> YOUR DESIRED SCHEDULE:</p> <p>BEFORE CARE ONLY: M / TU / W / TH / F (7:30AM TO 8:15AM)</p> <p>AFTER CARE ONLY: M / TU / W / TH / F (3:30PM TO 5:45PM)</p> <p>BEFORE & AFTER CARE: M / TU / W / TH / F (7:30AM TO 8:15AM AND 3:30PM TO 5:45PM)</p>
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XIV. Signature. Applicant has read, understands, and accepts the terms and conditions of the Extended Care Agreement.

Printed Name of Applicant 1 _____ Signature _____ Date _____

Address _____ City _____ State _____ Zip _____ E-Mail _____

Printed Name of Applicant 2 _____ Signature _____ Date _____

Address _____ City _____ State _____ Zip _____ E-Mail _____

FOR SCHOOL USE ONLY:

Extended Care Agreement Checklist:

- Tuition Payment Plan
- Payment method
- Student and Parent Information complete
- Extended Care Agreement signed
- Registration Fee paid

Authorized Personnel Print _____ Signature: _____ Date Received: _____