

The Overlake School  
20301 NE 108th Street  
Redmond, WA 98053

THE OVERLAKE SCHOOL  
**Enrollment Agreement**  
2018/2019 School Year

**Student Name**

**Student Grade in 2018-19**

One of the student's parents or legal guardians (or both, if available) (hereafter individually or collectively sometimes "Parent" or "Parent/s") must sign this Enrollment Agreement.

In consideration of my child's enrollment in The Overlake School (hereafter sometimes "Overlake" or "School"), I acknowledge and agree as follows:

**I. ADMISSION AND RETENTION**

The issuance of this Enrollment Agreement (hereafter "Agreement") is based upon the student's full and complete admission application and continued satisfactory academic progress. If, between the time of issuance of the Agreement and the start of classes in the fall, the student either fails to maintain satisfactory academic progress, or becomes subject to disciplinary action at school, Overlake may void this Agreement. Overlake's retention of the student during any academic year, and re-enrollment of a student for any subsequent academic year, will remain conditional upon my timely performance of the obligations outlined below, including but not limited to payment of tuition and other fees or charges, and contingent upon the student's academic and behavioral performance consistent with the Overlake academic and disciplinary standards as outlined in the Overlake Academic and Student Policies. Overlake may deny a student's retention or re-enrollment if, in the School's sole discretion, a parent's behavior is disruptive or injurious to the School or its reputation. Without terminating my obligation to pay the tuition as set forth above, Overlake can refuse to allow a student to attend or continue to attend school in the event that I fail to comply with the tuition payment obligations as set forth in this Agreement.

**II. OTHER BINDING AGREEMENTS AND POLICIES**

I understand and agree that my child's enrollment and participation in any Overlake programs and activities is subject to Overlake's Academic and Student Policies (<https://www.overlake.org/students/school/policies>), as those may be amended periodically and any school rules or guidelines. In addition, I understand and agree that my child's enrollment and ongoing participation in any School programs and activities is contingent upon Overlake's receipt and review of all signed agreements and completed information, including but not limited to: this Agreement, required application and registration information, the Overlake Acknowledgment and Assumption of Risks & Release and Indemnity Agreement, Medical Form and annual student physical and any Trip Form/s.

**III. RELEASE OF INFORMATION**

**Image/Statement Authorization:** I authorize Overlake, and/or parties it designates, to photograph, film, record and/or otherwise capture my or my child's name, grade, community of residence, activities, awards, image, voice, verbal or written statement, photograph and/or visual likeness (collectively "images") for use in any media throughout the world in perpetuity, including on the internet, in publications and/or for any other informational, promotional, educational or other use, without compensation to student or parent. Overlake owns these images and student/parent waives any inspection or approval rights.

**For College Admission and Transfer to other Schools:** The School's policy is, and I hereby authorize Overlake, to disclose information regarding disciplinary infractions that result in probation, suspension, or dismissal from the School.

**Technology:** The Children's Online Privacy Protection Act of 1998 ("COPPA") requires that website operators acquire parental permission before collecting personal information from a child under the age of 13. While this law does not apply to non-profit institutions such as The Overlake School, it may apply to the operators of some external third-party online services utilized by the School. By accepting admission to The Overlake School, I give the school consent to provide personal identifying information for my student consisting of first name, last name, email address and username to third-party online services utilized by the School to access information, collaborate, create and communicate in connection with learning activities. Services include: Microsoft Office 365 Pro Plus for Education, Canvas by Instructure, IXL, Follett, OverDrive, LibGuides, and other educationally appropriate third-party services the School may add at its discretion. This consent will remain in effect until the student turns 13 years of age, or until the student is no longer enrolled at the School. I understand that I may withdraw my permission at any time with written notice to the School and I can learn more about COPPA at <http://coppa.org>.

#### **IV. TECHNOLOGY USE POLICY**

In accepting admission to Overlake I, on behalf of my student, accept the Overlake "Technology Use Policy" in its entirety. This policy is located on Overlake's website under Academic & Student Policies (<https://www.overlake.org/academics/technology/program>).

#### **V. STUDENT PARTICIPATION POLICY**

I understand that all students are required and expected to participate in class retreats, the annual Project Week program, and other special student programs and activities.

#### **VI. MEDICAL**

I understand that in order to avoid the possible risk of contagion, Overlake's policy may prevent a student with a contagious and/or communicable disease from being allowed on the School campus. The Head of School has the authority to make the decision based on the advice of any appropriate physicians from whom she or he may seek counsel as well as the School Attorney. Overlake's policy does not allow staff to administer medications to students, including any over-the-counter drugs.

I also understand that Overlake requires students to undergo an annual physical examination performed by a physician before the start of the school year. The examination results must be signed by the administering physician and submitted to Overlake by the end of the first week of school.

#### **VII. ARRIVAL/DEPARTURE**

I understand that all students are expected to leave campus immediately after the class day ends or at the conclusion of their participation in school-sponsored or school-supervised activities. I am responsible for my student's timely arrival and departure.

#### **VIII. PARENTAL AUTHORITY**

By signing below, I certify and represent that I am the student's legally authorized parent, and that I have the legal authority to enroll my child in The Overlake School, to permit my child to participate in all activities, and to execute this Agreement and all other required documents for myself and for and on behalf of my participating child. To the extent necessary, I agree that I have obtained any and all other pertinent consents or authorities (including any required by a court decree or order; for example, a divorce decree, custody order or joint parenting plan). I fully understand and agree that if my child's other parent (or anyone else) challenges my authority: a) the child will be dismissed from The Overlake School or any activities, without a refund, if the parents or other parties involved cannot reach agreement, and b) I will fully defend and indemnify The Overlake School (and other Released Parties) with Acknowledgment and Assumption of Risks & Release and Indemnity Agreement or otherwise, including payment of any costs or attorneys' fees expended by The Overlake School to resolve a dispute.

#### **IX. FORCE MAJEURE**

I acknowledge that Overlake will not be legally liable or responsible for any delay or failure of its performance under this Agreement, including any changes in programming, cancellation or other alteration, resulting from an Act of God or other condition beyond its control (force majeure), including but not limited to fire or other natural disaster, war, violence or terrorism or other major event. In such a case, Overlake will suspend or alter its performance if and until, in its sole discretion, it is able to appropriately resume performance.

## X. ENROLLMENT/DEPOSIT

I seek to enroll the student named above for the 2018-2019 school year at The Overlake School under the terms and conditions below. I understand and agree that this Agreement and the **non-refundable \$2,500.00 enrollment deposit are due at The Overlake School by noon on March 6, 2018**. Overlake does not guarantee placement for agreements submitted after March 6. The **\$2,500.00 deposit** will be credited to tuition, and constitutes **non-refundable** evidence of good faith in binding this Agreement. This Agreement may be canceled in writing by **June 15, 2018** without incurring additional tuition liability. **Agreements submitted after March 6, 2018 may be subject to \$250.00 late processing fee.**

## XI. PAYMENT OF TUITION

I unconditionally agree to pay the tuition, fees, and service charges and further agree that my failure to make any payment under the chosen payment schedule shall cause the entire balance to be due at once. All payments are due on the stated payment dates. Overlake may add a charge of **1.5% per month (18% per year)** to all overdue accounts. Consistent with my agreement in The Overlake School Acknowledgment and Assumption of Risks & Release and Indemnity Agreement, I agree to pay all costs of collection of amounts due under this Agreement, including, without limitation, reasonable attorneys' fees, arbitration costs, and other costs. Overlake reserves the right to, and I agree that it may, withhold grades, transcripts, diplomas, and/or deny attendance or re-enrollment to students whose accounts are not current.

## XII. TUITION PAYMENT SCHEDULE

**Tuition for the 2018-2019 academic year is \$34,355.** Payment options are indicated below. **Please indicate tuition payment plan selection.**

**Full Payment** - Payment in full on July 1st.

**Two Payments** - Payment in two equal installments due July 1st and December 1st,  
(a \$250 Service Charge will be added for this option).

**10 Payments** - Payment in 10 equal installments beginning July 1st and ending April 1st,  
(a \$600 Service Charge will be added for this option).

**Tuition Plan Choice:** \_\_\_\_\_

## XIII. REFUND POLICY AND OPTIONAL TUITION REFUND PLAN

If a student voluntarily withdraws from Overlake, or Overlake withdraws the student from the school for any reason, tuition liability shall be due in full in accordance with the schedule below. The schedule states the liability as a percentage of the total tuition. All tuition and fees are due in full at the time of withdrawal/dismissal. Charges are assessed or refunds disbursed on this schedule:

<u>Month Withdrawn</u>	<u>Liability</u>
June 15	50%
August 1	75%
Opening Day	100% <b>NO REFUND</b> (Consult School Calendar)

I understand that the obligation to pay the fees for the full academic year is unconditional. After Opening Day no portion of fees paid or outstanding will be refunded or canceled in the event of the student's absence, withdrawal or dismissal from the school.

**\_\_\_ I acknowledge I have read and understand the refund policy.**

In view of this obligation, parent/s have the option to participate in the Tuition Refund Plan ("Plan") to provide partial coverage of the yearly financial obligation under the terms of this Agreement. This program insures fees (prepaid and due) in the event of the student's separation according to the terms of the policy. Please read the enclosed brochure and letter detailing the terms and conditions of coverage concerning this Plan. **It is imperative that Yes/No below is selected for each child enrolled.**

**Yes**, enroll my student in the Tuition Refund Plan. The premium rate is 2.1% of tuition (\$34,355), or \$721.46. The undersigned agrees to pay this premium when billed.

**No**, do not enroll my student in the Tuition Refund Plan.

**Should you elect the Tuition Refund Plan, your tuition liability as well as corresponding payment installments will be increased by the amount of the premium.**

**Tuition Refund Plan Choice:** \_\_\_\_\_

**XIV. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties regarding its subject matter, and supersedes all prior agreements, understandings and representations concerning its subject matter, whether written or oral. This Agreement shall not be modified, amended, altered or changed, nor shall any provision be waived, except by written agreement signed by all of the parties to this Agreement. I acknowledge that I have read and fully understand the terms and conditions set forth in this Agreement.

**XV. ARBITRATION**

The sole and exclusive remedy (other than the school's option to withhold grades, transcripts, and re-enrollment for accounts that are not current) for all disputes and controversies relating to the provisions of this Agreement shall be binding arbitration before an arbitrator in King County, Washington. The parties shall agree upon the selection of the arbitrator. If the parties are unable to agree as to the selection of an arbitrator, the arbitrator shall be selected through the standard arbitration selection process used by the American Arbitration Association, upon (5) days written notice given by either party. The arbitration shall be conducted in accordance with the then existing rules and regulations of the American Arbitration Association and the then existing laws of the State of Washington. Any parent who initiates the procedures of this paragraph who is not then current with all tuition payments must deposit all past due tuition into an escrow account to be dispensed on conclusion of the arbitration.

One of the student's parents or guardians, or both, if available, must sign this Agreement. Each person signing this Agreement is legally bound by the terms and conditions of this Agreement and is individually (jointly and severally) liable for the total payment obligation when due. The obligation is not affected by any private agreements between the parents or other parties, or any court orders regarding responsibility for payment of educational expenses.

One copy of the submitted contract will be countersigned and returned by the School.

My signature on this agreement indicates my understanding of all terms and provisions of this Agreement, including my 2018-2019 tuition liability.

**I understand my signature is valid and legally binding whether I sign electronically, or manually sign a printable version of this Agreement.**

**By typing my name and the date below, I agree to electronically enter into and accept this Agreement as a legally binding contract.**

\_\_\_\_\_  
Parent/Guardian Date (MM/DD/YYYY)

\_\_\_\_\_  
Parent/Guardian Date (MM/DD/YYYY)

Billing Name \_\_\_\_\_

Billing Address \_\_\_\_\_