Terms and Conditions

Hawthorn Academy Augmented Kindergarten Program

Below are the terms and conditions of Hawthorn Academy's Augmented Kindergarten Program:

- 1. <u>Brief Description of the Program.</u> Regular half-day kindergarten at Hawthorn Academy (both the AM and PM sessions) lasts two hours and 50 minutes, except on Fridays when all students are released early. Hawthorn Academy's optional, tuition-based Augmented Kindergarten Program (the "Program") will provide additional hours of instruction to kindergarten students, as students in the Program will begin and end school at the same time as the students in the School's upper grades. Students in the Program will not alternate between the regular AM and PM kindergarten sessions but will be placed in a separate full-day class. The Program schedule is subject to change.
- 2. <u>Eligibility and Placement.</u> Students who are registered for half-day kindergarten at Hawthorn Academy for the 2022-2023 school year are eligible to apply for placement in the Program. Space in the Program is limited and placements will be made on a first-come, first-served basis as set forth in the Application.
- 3. Registration Fee. You must pay a registration fee of \$100 within seven (7) calendar days of being notified of your student's placement in the Program to secure your student's spot in the Program. Additionally, the registration fee must be paid by noon on the seventh calendar day after notification to secure your student's spot in the Program. If you fail to pay the registration fee within the deadline described above, your student's spot in the Program will be forfeited and may be offered to another student. You may, upon request, be placed on the waiting list in the event your student's spot in the Program was forfeited for failing to pay the required registration fee on time. The registration fee is non-refundable; however, the registration fee will be applied to your first tuition payment.
- 4. <u>Tuition.</u> Tuition for the Program is \$2,950 per student for the school year. The cost of lunch is not included in tuition; however, the School participates in the National School Lunch Program and students may apply for free or reduced price lunches under that program. Tuition helps cover the cost of the additional hours of instruction that are not offered in Hawthorn Academy's regular half-day kindergarten program. Tuition for the Program is subject to change, including if the Program schedule changes.
- 5. <u>Tuition Payment Deadlines.</u>* You must pay tuition in full by August 5, 2022 or in monthly payments of \$295 from August 2022 through May 2023, with each \$295 payment being due by the 5th of each month. If you opt to pay tuition in full by August 5, 2022 you will receive a 10% discount, making your total payment \$2,655. The monthly payment schedule is provided below:

Amount Due	<u>Due Date</u>	Amount Due	<u>Due Date</u>
\$295	8/5/2022	\$295	1/5/2023
\$295	9/5/2022	\$295	2/5/2023
\$295	10/5/2022	\$295	3/5/2023
\$295	11/5/2022	\$295	4/5/2023
\$295	12/5/2022	\$295	5/5/2023

*If any payment deadline set forth above falls on a Saturday, Sunday, or legal holiday, the payment deadline is extended to the next day that is not a Saturday, Sunday, or legal holiday.

- 6. Payment Options. You may pay tuition with cash, personal checks, money orders, credit cards (however, only Visa, MasterCard, and Discover credit cards are accepted), or eChecks. Payments of cash or by personal check or money order must be made at or delivered to the front office of the Hawthorn Academy campus at which your student is attending. Payments by credit card may be made at the front office of the campus at which your student is attending or online through the online payment portal on the School's website. Convenience fees for credit card and eCheck payments apply as reflected on the School's website for credit card or eCheck payments made online or at the front office. All checks and money orders should be made payable to "Hawthorn Academy."
- 7. <u>Non-Qualifying Expense.</u> Hawthorn Academy is not a child care provider. The Program provides students education services, not child care. Therefore, tuition for the Program is not a qualifying expense for the child and dependent care credit. The School will not issue letters to or share its EIN with parents for tax purposes.
- 8. <u>Late Fees and Penalties.</u> If you do not make a tuition payment within five (5) calendar days after the applicable deadline described in paragraph 5 above, you will be required to pay an additional late fee of \$50. You will also be required to pay the full amount of any additional fee assessed to the School for your check or credit card payments that are rejected or returned for non-sufficient funds, unless such payments are rejected or returned as a result of an error of the bank, credit card company, or School. In addition, in the event you make a tuition payment by check and the payment is rejected or returned for non-sufficient funds, you must pay all subsequent tuition payments by cash, credit card, or money order. Tuition payments that are rejected or returned for non-sufficient funds are considered unpaid and are subject to the deadlines described in paragraph 5 above and this paragraph.
- 9. <u>Collections.</u> You agree to pay all amounts owed to Hawthorn Academy as set forth herein plus all court costs and reasonable attorneys' fees incurred in collecting any past due amount. In the event Hawthorn Academy refers any amount owed to a third-party debt collection agency or licensed attorney to collect the debt, you further agree to pay a collection fee not to exceed the lesser of (1) the actual amount Hawthorn Academy is required to pay a third-party debt collection agency or licensed attorney to collect the debt; or (2) 40% of the principal amount owed to Hawthorn Academy for the debt.
- 10. Removal from Program. Your student may be removed from the Program if your student's behavior is, in the principal's discretion, disruptive to the Program or the other children enrolled in the Program. Such disruptive behavior may include but is not limited to physical aggressiveness toward other students, bullying or hazing of other students, frequent disobedience to teachers or staff, or repeatedly using foul language. In addition, if you do not make a tuition payment within ten (10) calendar days after the applicable deadline described in paragraph 5, your student will be removed from the Program. Students removed from the Program will be placed in the School's regular half-day kindergarten program, and their placement in the AM or PM session will be made at the discretion of the School.

- 11. <u>Calendar</u>. The Program will follow the School's regular calendar for kindergarten students for the 2022-2023 school year.
- 12. Refunds. No refunds of or credits to tuition will be given when your student does not attend the Program due to School breaks, recesses, holidays or other designated days in which classes at Hawthorn Academy are not in session. In addition, refunds of or credits to tuition are not available when your student misses instruction in the Program due to vacations, illness, injury, or other family or personal reasons. If you withdraw your student from the Program in accordance with paragraph 13 below, or if the School elects to eliminate the program as discussed in paragraph 14, you will be refunded any pre-paid tuition on a pro rata basis.
- 13. Withdrawal from Program. You may withdraw your student from the Program after acceptance upon giving the School a written notice of withdrawal at least two weeks in advance of your student's last day of attendance in the Program. Tuition will be charged through your student's last day of attendance in the Program or two weeks after the School's receipt of the written notice of withdrawal, whichever is later. Without a written notice of withdrawal, it is understood that your student will continue in the Program and your obligation to pay tuition will continue.
- 14. <u>Election to Eliminate or Close Down Program.</u> The School may, at any time and in its sole discretion, elect to eliminate or temporarily close down the Program. In the event this occurs, the following will occur: (1) students in the Program will be placed in the School's regular half-day kindergarten program, and their placement in the AM or PM session will be made at the discretion of the School; and (2) you will be refunded any pre-paid tuition on a pro rata basis.
- 15. <u>Policies and Procedures.</u> Students in the Program are subject to the School's policies and procedures, which are hereby incorporated herein by reference.
- 16. <u>Potty Trained.</u> Considering the Program is completely optional, students participating in the Program must be potty trained, unless they have a disability preventing them from being potty trained.