



Kishami Academy, LLC

Teaching you into a better future

Enrollment Contract

This contract is legally binding. Read it carefully.

This contract is between Kishami Academy, LLC (hereafter “School”) and the parents/guardians (referred to as “Parent” which applies in singular or plural form) of _____ (hereafter “Student”). All persons signing this contract are jointly and severally liable for the tuition and fees set forth in this contract. Parent’s signatures and/or initials on the Enrollment Form show evidence that the Parent understood and agreed to the terms of this contract.

1. Enrollment Form: The information provided is true to the best of the Parents' knowledge. The School will be notified of any changes immediately. The signatures on the enrollment form are binding from the initial year until the Student is withdrawn or terminated from School.
2. Divorce/Custody: The school will be notified of any changes in the situation of the Parents and Student, and will be provided appropriate paperwork if necessary. The School will also be notified of change in persons who are allowed to pick up the Student in emergency and non-emergency situations.
3. Transcripts: The Parent is responsible to make sure the School receives transcripts from the previous school. Transcripts from the School to any future school will only be released if there is no debt on file.
4. Tuition Payment Plans: The Parent can choose one of five payment options to fulfill tuition requirements to the School. Annually, Trimesterly, Quarterly, By Unit, Monthly. Tuition is due the first of the month, with a 10 day grace period for those families who rely on benefits to assist in payments. Tuition can be paid via PayPal (KishamiAcademy@gmail.com), Check (Kishami Academy), Cash, or CashApp (\$KishamiAcademy).
5. Tuition Obligation: Parent understands that the enrollment obligation is for the full academic year, unless otherwise specified at the initial meeting between School & Parent. Under no circumstances will any portion of the Tuition and Fees be refunded, forgiven, or reduced except as specifically established in this Enrollment Contract. The annual tuition of \$24,000/full-day, \$12,000/half-day, does not include incidental expenses such as additional books, supplies, transportation, lunch needs, or field trips.

6. Late or Non-Payment: The Parent must communicate any financial concerns with the School. If no contact has been made and tuition is not received by the end of the grace period (the 10th of the month that payment is due), then a \$25 late fee will be charged for every 10 additional days payment is late. If no communication has been made on the part of the Parent to rectify the payment errors, then on the first day of the month following the non-payment, the Student's enrollment will be terminated and the Parent will be responsible for the payment and late fees through the end of the agreed upon tuition payment plan. The Parent will be held responsible for all collection agency fees if the payment is not received within three months.
7. Tuition Deposit and Refunds: A non-refundable enrollment deposit of \$750 will be submitted with the initial enrollment contract if the first day of attendance is more than a month in the future. This fee will be applied to the second Tuition payment once the Student is in attendance. Under no circumstances will any portion of the Tuition and Fees be refunded, forgiven, or reduced except as specifically established in this Enrollment Contract.
8. Cancellation of Contract & Obligation to Pay: The Parent must provide in writing a desire to cancel the contract at least 14 days before the next scheduled payment. If the request is less than 14 days before the next scheduled payment, then the Parent is under obligation to complete that payment regardless of Student attendance. If notification is given after payment has been made, there will be no refund as the School still has overhead and salaries to pay and must find another student to fill the position to prevent loss of personnel.
9. Re-enrollment: The School will have to analyze the Student for the amount of growth/regression in executive functioning and academic skills. This will require a week of attendance where the Student will interact with other students and take the entrance testing. This analysis period will require a non-refundable Tuition Deposit of \$500. If the Student is accepted, the deposit will go toward the first Tuition payment.
10. Right to Terminate Enrollment: The School has a right to suspend or terminate the enrollment of any student as a result of (i) a Student disregards the rules and regulations of the School, (ii) the School determines that the Student's conduct or performance demonstrates an unwillingness or inability to be productive within the School community, (iii) the Parent of the Student fails to cooperate with the School or does not abide by the rules and regulations of the School, (iv) the School determines that continued enrollment is not to the best interest of the Student or the School, (v) the School determines that the involvement of the Parent with the School is not in the best interest of the Student or the School, or (vi) unsatisfactory academic performance. See Addendum A "Dismissal Checklist."
11. School Rules: A Family enrolling in Kishami Academy agrees to follow the rules and regulations as stated in this contract, the student handbook, posters and signs at school, and other material handed out throughout the year and posted on the website --
Kishamiacademy.org.

12. Technology & Student Privacy: Due to the size of the School, students are required to have a Gmail which gives them access to Google Drive. There is no guaranteed privacy because of this. However, we do make guidelines on what a student is allowed to do online and will take away technology rights if the Student is found to violate these guidelines.

13. School Program & Student Individuality: The Parent acknowledges that this enrollment contract is not contingent on any specific program or accommodation that the School may offer and that the School may alter its use and delivery of programs and academics. It is understood that any changes the School makes will be based on research and implemented toward the future success of the Student. However, the School can not be held liable for the success or failure of any Student as each individual is socially, mentally, and academically unique. It is also understood that all work a Student produces at the School belongs to the Student and may not be used by any other individual for personal gain. This alludes to writing, art, research, and discovery.

14. School/Family Cooperation: A positive and constructive relationship between the Parent and the School is necessary for the benefit of the Student. (i) If any family member engages in behavior, communications, or interactions on or off campus, that is disruptive, intimidating, overly aggressive, or reflects a lack of confidence in or disagreement with the the School's policies, methods, or programs, the School reserves the right to dismiss the Family or Family member from the community--prohibiting communications and access to School grounds and Student during school hours. (ii) the School may at times recommend the Student be evaluated, including, but not limited to, psychoeducational, medical, and mental health issues in order to best provide the appropriate education and support for the Student. The School is not able to provide these evaluations, and the Parent is expected to cooperate and work collaboratively with the School. (iii) School communication is limited to text messaging between the Head Teacher and the Parents, via individual and group text threads.

15. Student Activity Permission: Unless Parent provides notification to the contrary, the Student has permission to: (i) take part in any and all School activities on or off School property, (ii) participate in athletic activities on or off School property, (iii) attend and participate in School-sponsored trips, and (vi) take transportation in connection with the above using vehicles driven by School employees, Public Transportation, or other transportation chartered by the School.

16. Photography & Release: Unless a negative answer was provided on section B of the enrollment form, the Parent gives Kishami Academy permission to use in any means required any images of the Student and/or family members involved with the School's program or functions for purposes of education, advertisement, promotion, or communication.

17. General Release Agreement: The Parent understands that children may get hurt at School or while engaging in School Activities. Parent releases and holds harmless the School and all associated with the School from all claims, damages, and other liability for injury or illness to

the Student or damage to Student property where such claims, damages, or other liability are not the result of gross negligence by the School or its employees.

18. Medical Authorization: In order to assist the School in attending to the health and safety of the Student, Parents will provide the School with complete and up-to-date information concerning health conditions, diagnoses, medical restrictions, or other needs the Student may have. The Parent authorizes the School to supply medical care as needed for the Student including allergy medication, Student prescriptions, homeopathic remedies, or other medical care as determined to be appropriate by the School personnel. (a) Unless the Parent has provided written instructions to the School to the contrary, the Parent will provide Student with personal medical needs and sanitary supplies as needed and gives permission for the Student to self-administer from their own personal supply.

19. Immunizations, Infectious and Communicable Diseases: The Parent will be sure that current immunization records are given to the School, these should have been included in the school transcripts the Parent provided upon enrollment. Parents agree to comply with the School's infectious and communicable disease policy as laid out in the Student Handbook. The Safety of all the Students and Staff are a priority, and because the School is so small, any Staff that are infected or taken ill causes the entire School to close down for the duration of the illness and recuperation (1-6 weeks -- and Tuition is not refunded, decreased, or canceled because the School still has overhead to maintain to reopen when the Quarantine is complete). Sending a Student to School while a known contagious disease is present in the home (or is being tested as positive in the home) is grounds for immediate dismissal due to the disrespect such action shows toward the entirety of the School Community.

20. Force Majeure: The obligations of the School under this Contract may be suspended immediately without notice during periods that the School must close because of *force majeure* events including, but not limited to, fire, acts of God, war, governmental action, epidemic, pandemic, or any other event beyond the School's control. If such an event occurs, the School's duties and obligations in this contract will be postponed until such time as the School, in its sole discretion, may safely open. A *force majeure* event will not entitle Parents to a tuition refund.

21. Legal Considerations: (i) The Parent understands that Kishami Academy is not under the oversight of the Colorado Department of Education or any other educational oversight committee and thus (ii) The Parents and School agree to waive the right to jury trial over any claims pertaining to Student's enrollment, attendance, or separation from the School. (iii) Parents understand that neither the Parent or Student are authorized to speak on behalf of the School, or use any likeness of the School's name or logo without the express written consent of the Head of School. (iv) In the event of domestic dispute between Parents of the Student, the Parent agrees to promptly, within 30 days, reimburse the School for all expenditures incurred by the School as a result of the dispute.

22. Acceptance of Contract: This contract must be signed by each person legally responsible for the Student, regardless of who in the family plans to pay the tuition for the Student. The signatures of all Parents responsible for the Student will be on section N of the enrollment form. These signatures represent the full and complete agreement between the School and the Parents in regards to the Student's enrollment. No other verbal or written agreements shall vary or alter a provision unless both parties consent in writing. Any prior oral or written agreements between the Parents and the School are merged into this Contract and extinguished.

23. Contract Continuation: The School will provide the Parent annually with an opportunity to provide information on any changes concerning the Student and the annual signatures of the Parents responsible for the Student will continue their acceptance of this Contract on each subsequent form. Continued attendance at the School for the Student relies on this Contract being upheld by all parties and forward progression of the Student in social, mental, and academic skills.

24. Understanding of Terms: The Parent agrees that their signature, provided on section N of the enrollment form, verifies that they knowingly and voluntarily agree to all the terms as set forth in this Enrollment Contract.

25. Truthfulness: Parents affirm that all the information provided to the School in the Student's application for admission in this Enrollment process is truthful, accurate, and complete in both content and representation, and that it is the Parent's duty to update the School of any material changes to the information provided while the Student is enrolled in the School. Parents further understand and agree that if any such information is found to be false, misleading or inaccurate, the Student is subject to dismissal.

Your signature is on the Enrollment Form in Section N. This Contract is for your records.

INITIAL SIGNATURE DATE: _____

ADDENDUM A

Dismissal Checklist

In reference to enrollment contract section 10

Time Vocabulary:

Unit = 6 weeks; **Session** = 3 units or 18 weeks; **School Year** = 6 units or 10 months.

Any of the following may be grounds for dismissal.

-- Absent more than 5 days during a unit:

- 1) If the student is currently working through the Bridging Program then any absence may prevent the Program from effectiveness -- A minimum of 3x/wk for 4/weeks is required.
- 2) Academics require consistent attendance as the daily build-up of knowledge and repetition of skills is needed to keep the flow of learning progressing forward.
- 3) Individual emotional and social growth happens throughout the day with academic successes, group work, autism-specific lessons, group discussions, confronting issues as they happen, and addressing autism unique issues in regards to physical, mental, and academic development. These are often opportunities presented & not planned.
- 4) Quarantine times are not counted against this requirement. (a) during preventative quarantine, there will be homework and online attendance required during specific lessons & times, (b) after an illness, tutoring for 45 minutes after school (equal to the days missed) upon return is required.

-- No change in behavior noticeable after 1 session:

- 1) Due to the way we work with the students through Bridging, academics, discussions, personal responsibility, choices, social interactions, and expectations there is no excuse for a lack of noticeable change within the first unit of attendance -- either at home or at school.
- 2) A lack of presentation of change means that the school is not meeting the student's needs in the ways that benefit them most & the behavioral issues may be such that the other students who are showing growth and change are being hindered negatively.

-- No changes in academics noticeable after 1 session:

- 1) We have many adaptations available. We often do extra research for each student who comes to us to address their specific diagnoses as disclosed by the parents. We meet each student where they are academically and guide them forward through independent work, online adjustable work, small group work, discussions, personal responsibility, individual choices, and one-on-one meetings.
- 2) We allow the student approximately 6 weeks (1 unit) to relax, work through previous school-related trauma, and begin to embrace suggestions, expectations, and personal

responsibility in their own academic work. We usually see great changes in this initial period, followed by academic growth held back only by the student's internal talk.

-- Parents not working with the School toward the Student's best interest::

- 1) We are built on the interaction of the family, who chose Kishami Academy because of our unique approach and understanding of the minds of autistic students. To this end, as we work with your student we will offer suggestions on how you, as the parent, can best support your student in their continued growth.
- 2) Kishami Academy will make suggestions through report cards, parent newsletters, and mini-conferences, or we will require certain changes (experimental or permanent) within the home to help the student progress as a whole person. If these suggestions are not followed, then many of the things we do at School to help the student can be negated by the home environment. Some examples of these are:
 - a) Knowing but ignoring a student's allergies.
 - b) Not enforcing student downtime/sleep without technology.
 - c) Creating a stressful environment where the student does not feel capable of relaxing in a way where they can recuperate and learn more about themselves.
 - d) Not listening when your student needs to talk with you, without judgment, as they learn about themselves and make choices toward their futures.

-- Bullying:

- 1) We work hard to address social and emotional issues as they arise. We attempt to catch bullying before it becomes an issue by:
 - a) Calling the behavior what it is.
 - b) Guiding students in how to self-advocate.
 - c) Guiding students in how to listen and take responsibility.
- 2) We address these issues individually and as a class within three days of the event. We guide and discuss the issue as part of everyday academics and learning.
- 3) If there is no change in the student, or several events have occurred, there will be a conference with the Parent & Student, and a 6-week (1 unit) deadline for the student to show effort to change.

ADDENDUM B

Vaccine Information

In reference to enrollment contract section 19

At Kishami Academy LLC we are vaccine-cautious. We have students who are vaccine-injured, vaccine-compromised, immune-compromised, and sensitive to a variety of ingredients.

This document is purely to forward knowledge.

Here we list the types of vaccinations and precautions we must take at our school to keep our students safe. For more information see the Vaccine Document on our website.

A. Live-Virus Vaccinations

1) Live-virus vaccinations have long-lasting immunity but increased health worries due to

possible shedding while the immune system works to obtain immunity.

2) These are dangerous to immune-compromised individuals for varying amounts of time. We request that you do not attend school functions during this time period to protect our students.

- MMR rubella can be contagious for 28 days
- Flu the nasal spray version can be contagious for 3 days
- Chicken pox/Varicella can be contagious for up to 21 days

These live-virus vaccinations can be contagious for up to 14 days

- Rotavirus
- Smallpox
- Yellow Fever
- Shingles (Herpes Simplex Zoster)
- Adenovirus
- Oral version of Typhoid BCG (TB)
- Oral version of Polio

B. Dead-Virus Vaccinations

1) These need to be redone frequently because immunity is very short-term but they do not require any time away from the School.

- Flu shot
- Hepatitis A
- Polio shot
- Rabies shots

C. Subunit, Recombinant, Polysaccharide, and Conjugate Vaccinations

1) These use pieces of the germ to build a strong immune reaction, but not the entire germ. These need booster shots to ensure immunity. These do not require time away from School.

- Hepatitis B
- HiB
- HPV
- Whooping Cough (part of the DTap)
- Pneumococcal
- Meningococcal
- Shingles (Shingrix, recombinant version--not live-virus version)

D. Toxoid Vaccinations

1) These vaccinations target the toxins made by the germs and do not prevent the infection of the germ. These do not require time away from School.

- Diphtheria
- Tetanus

E. Messenger RNA Vaccinations

1) These vaccinations are genetically engineered mRNA instructions to tell your body how to make the S protein to fight the COVID-19 virus. These require 2 days home from school for the student to recuperate from adverse reactions.

- Pfizer-BioNTech (Comirnaty)
- Moderna (Spikevax)

F. Vector Vaccination

1) This takes genetic material from a virus and uses another virus to deliver it into your Body. These vaccinations require a quarantine of 7 days.

- Janssen/Johnson & Johnson
- AstraZeneca

G. Protein Subunit Vaccination

1) This uses only the part of the virus best capable of stimulating your immune system. For the COVID vaccine, the harmless proteins are used. This requires 2 days home from school for the student to recuperate from adverse reactions.

- Novavax