

Enrollment and Tuition Agreement School Year 2026-2027

This Agreement is between the Parties: Education Française Greater Seattle (“EFGS”), a nonprofit organization that provides French-language instruction to children; the parents or legal guardians (“Parents”) of the EFGS Student (“Student”). This Agreement goes into effect when Parents confirm enrollment after EFGS has placed the Student in a class. Payment of the deposit at pre-enrollment reserves a spot for the Student in a class, but it does not guarantee enrollment in a class. **Enrollment is subject to assessment and acceptance for the EFGS program.** This agreement is valid only for **the School Year 2026-2027**, which is the academic period running from September to June. Enrollment for this school year does not entitle the student to future enrollment.

1. **Tuition:** In exchange for the educational instruction, described in **Exhibit A**, the Parents agree to pay the tuition set forth **in Exhibit B**.
2. **Obligation of Full Payment of Tuition:** Payment is due on or before the first day of school and becomes non-refundable after the first day of class. Withdrawal or missed class will not qualify for a refund of the tuition amount. As such, in addition to being obligated to pay the full amount of the tuition still owed, the balance due also constitutes the liquidated damages to which the Parents EFGS is entitled.
3. **Parents are Guarantors of Payment:** By entering into this Agreement, the Parents agree to become Guarantors of the tuition-payments set forth in the EFGS Payment Plan, **attached in Exhibit B**, and which is fully and inseparably part of this Agreement.
4. **Default of Payment:** Any failure to make a payment for tuition when due constitutes default under this agreement. Such default can be remedied as set forth in **Exhibit B**. If the default is not remedied, enrollment will be terminated, and the full amount of tuition still to be paid will be immediately due. If the full amount due is not paid in thirty days after termination, EFGS will refer the debt for collection or other legal action. The Parents agree to pay all costs of collection, including collection agency fees, attorney fees, court and other costs, and interest of 1.5% per month on the total amount owed.
5. **Incorporation of Written Policies:** The Enrollment Policies of EFGS are attached **to this Agreement in Exhibit C**, and all such policies are incorporated into, and made an indivisible part of, this Agreement as if all such Policies were set forth here in their entirety.

6. **Student Conduct and School Rules:** The Parents acknowledge and understand that the enrollment of the Student is subject to the rules, guidelines, conduct-codes, and requirements set forth in the *Parent/Student Handbook, which may be amended from time to time, with written notice to the Parents.*
7. **Disclaimer of Performance Guarantees or Warranties:** The Parents acknowledge that they have been informed about EFGS programs and understand the purpose and goals of the instruction that EFGS offers. Although EFGS believes that its programs will benefit all students, EFGS neither makes, nor can make, any guarantee or warranty that a Student will learn, advance, improve, make progress, or thrive, and EFGS disclaims any statement made to the contrary. The Parents understand and accept this disclaimer and agree to hold EFGS harmless from any claim or allegation based on the perceived or actual failure of the Student to advance, improve, or succeed.
8. **Termination:** EFGS reserves the right to terminate any Student's enrollment, in its sole discretion, if EFGS decides for any reason that continued enrollment is not beneficial for the student or is detrimental to other children. If enrollment is unilaterally terminated by EFGS, Parents will be refunded the prorated tuition for the remainder of the school year.
9. **Media Release:** Unless EFGS is notified in writing to the contrary at info@efgseattle.org prior to the beginning of the school year, Parents agree to allow EFGS to use the Student's photograph, voice, and image on <http://www.efgseattle.org>, on all internal school-related purposes (e.g., yearbooks, teachers' newsletters, class projects) as well as on other websites and in publications, promotional flyers, educational material, derivative works, including internet, for educational, public relations or promotional purposes with such uses allowed without need for compensation or prior notice. Parents further give permission to EFGS to use the Student's first name, but not last name, in connection with any such use of the photographs, recordings, and images.
10. **Family Directory:** Unless EFGS is notified in writing to the contrary, Parents agree to allow EFGS to release student's directory information to the other families in the program. Directory information is defined as: Student's name, Parents' name, street address, email address, telephone number and EFGS classroom.
11. **Emergency Medical Authorization and Consent-** In case of emergency, and in the event reasonable attempts to contact Parents have been unsuccessful, Parents hereby give their consent for: 1) the administration of any treatment deemed necessary by a licensed physician, emergency medicine technician, or other health professional; and 2) the transfer of the child to a hospital as determined necessary for additional treatment.

Parents hereby releases, and agrees to indemnify, defend, and hold harmless, EFGS from any liability arising from giving their consent. Parents also agree to be financially responsible and reimburse EFGS for any expenses incurred to provide medical care.

Consent to Onsite Medical Care

A – The Parents understand and agree that EFGS will not, under any circumstances, administer medication, including over-the-counter drugs, unless and until EFGS has been provided written authorization from the Parents and a licensed healthcare provider.

B – COVID-19 Assumption of Risk, Waiver of Liability, and Agreement to Abide by Guidelines – EFGS intends to make in-person education available to students, consistent with the guidelines issued by Washington State Department of Health and other state agencies. By enrolling a student in an EFGS in-person program or course, parents understand and agree that, despite its best efforts, the risk of infection by COVID-19 continues to exist and cannot be entirely prevented and, as a result, it is agreed that the decision to enroll a student is and acts as an express assumption of COVID-related risks and that, further, parents agree to hold EFGS harmless and waive liability for any infection or injuries in any way related to the current and continuing COVID-19 pandemic and emergency. Parents also agree to make every effort to abide by all preventive health guidelines that will be regularly communicated by EFGS and to ensure student compliance too.

C – Single Parent’s Authority to Enroll: I certify that I am the Student’s legally authorized guardian, and that, at the time of the signature of this Agreement, I have the full legal authority: (1) to enroll the Student in School, (2) to authorize the Student to participate in all activities, and (3) to execute this Agreement on behalf of the Student. Additionally, I fully understand and agree that if anyone else challenges my authority, the Student will be dismissed from enrollment, and no refund will be provided. I will fully defend, indemnify, and hold harmless EFGS, including by the payment of any costs or attorneys’ fees incurred by EFGS to resolve the dispute.

D – No Assignment or Transfer: Neither this Agreement, nor any of its terms, is subject to assignment or transfer, except that, one or more guarantors can be added, replaced, removed, or modified by the execution of a new or modified Payment Plan. EFGS may refuse a request to execute a new or modified Payment Plan for any reason, regardless of circumstances.

E – Entire Agreement: The registration of the Student to a class constitute acceptance of the terms of this Agreement. Any alterations, amendments, or additions to this Agreement must be done in writing signed and dated by the Parties.

F – Notice: All notice must be sent to: info@efgseattle.org. Any notice required, permitted, or given under this Agreement must be in writing, with proof of the delivery of the notice being the responsibility of party giving the notice. In addition to third-party confirmation, the proof of delivery can include any written confirmation or response showing that the notice was received. If the Notice involves an allegation of default, breach, or other dispute or controversy, the Party so alleging must provide written notice describing in as much detail as it is reasonably possible, the basis for the allegation and the remedy demanded. The Party receiving the notice shall have ten days to provide a remedy, or to propose such other cure as the Party alleging default might accept as sufficient. If no remedy or cure is accepted, the Party alleging default may then, and only then, seek arbitration according to the terms of the following provision.

11. Binding Arbitration of Disputes: The Parents understand and agree that the exclusive remedy for all disputes and controversies arising from, or relating to, this Agreement shall be binding arbitration before an arbitrator in King County, Washington. If the parties are unable to agree upon an arbitrator, after five days written notice, the arbitrator shall be selected through the standard arbitration selection-process used by the American Arbitration Association (AAA). The arbitration shall be governed by the AAA rules then in effect, and the applicable laws of the State of Washington. Any Parent initiating arbitration under this provision must deposit all past due tuition into an escrow account to be dispensed on conclusion of the arbitration. The cost of the arbitration shall be split between EFGS and the Parents, with each Party solely responsible for its own attorney fees and other costs.

A – Governing law: This Agreement will be governed by and in accordance with the laws of the State of Washington without regard to its conflicts of law principles. Each Party irrevocably consents to the non-exclusive jurisdiction and venue of the federal and state courts located in King County, Washington with respect to any claim, action or proceeding arising out of or in connection with this Agreement or the transactions contemplated in this Agreement.

Exhibit A - Educational Instruction

This exhibit defines the terms for the upcoming school year. EFGS provides French after school program to children aged 3.5 to 17 years old.

Online classes

1. For purposes of each student's online or distance learning, all communications, materials, log-on instructions, and other related materials will be directed to the parents only, with it being the parent's responsibility to provide the student with needed materials and online-access. The participation of the student in online instruction therefore acts as the parent's consent for such participation.
2. Web-based (or "distance") learning occurs online through the use of a third-party service provided by Google Classroom, which provides cloud-based, virtual classrooms that EFGS instructors will use to teach all enrolled students. Although all instructors are trained in the use of Google classrooms, EFGS has no control over how the technology operates. For example, if for some reason an instructor's connection fails or is interrupted, the first student connected is designated as the host until the instructor can reconnect. Other unexpected interruptions and glitches may occur. EFGS and its instructors can only use best efforts to make sure that instruction occurs as well as possible given the limits and realities of the available technology.
3. If for technological or other reasons an instruction session is interrupted for longer than five or ten minutes, or cannot otherwise completed as planned, EFGS will make all reasonable efforts to resume or reschedule the session, as best as is reasonably possible. In the discretion of instructors, material not covered at a prior session will be incorporated into the next scheduled session to keep students on track.
4. When in-person classroom instruction occurs, EFGS provides certain school supplies for student use during instruction, things like glue, scissors, and modeling clay. Similarly, when in-person instruction occurs, the instructors can supervise the proper use of all such materials; however, there is no way for such supervision to occur with online instruction. **Thus, when online instruction occurs, the parents must be and are solely responsible for assuring that teaching materials are properly used, and EFGS is not responsible for any improper use of materials, or any injury that may result.**



In-Person/Classroom Education

For all in-classroom or in-person education, including, **if** offered, one-on-one or small group tutoring or learning sessions, EFGS will make all reasonable efforts to keep updated on and follow all applicable requirements and recommendations issues by Washington state, including, all requirements or recommendations of: Governor's Office, Office of Superintendent of Public Instruction, Department of Health, Department of Commerce, and Department of Labor and Industries.

Exhibit B - Fees and Tuition Payment

The tuition for the 2026-2029 school year is \$2,990.

PRE-ENROLLMENT REGISTRATION FOR 2025-2026 CLASSES will start **May 1st, 2026**. An **Early bird discounts will apply: 100\$ discount until May 15th and \$50 discount between May 16th and May 31st**. **A deposit of \$400 at pre-enrollment reserves a spot for the Student in a class, but it does not guarantee enrollment in a class**. Once the student has been placed in a class, enrollment is not finalized until tuition payment is made through our online enrollment system. You can pay through your Brightwheel account with via ACH with no fee, or Credit Card (fees apply), or Zelle (info@efgseattle.com).

For new students only:

- A pre-evaluation session is needed.

If our educational team determines that a student's French skills do not meet the requirements of our program, we will inform you and discuss options on a case-by-case basis.

If no adequate solution is found for the student, we will not enroll your student and you will receive a refund of the 2026-2027 deposit minus a \$50 non-refundable administrative fee.

FINAL ENROLLMENT

Below are the payment options:

1. **Single Payment.** You can pay the entire amount of the tuition at the time of enrollment (preferred). Our payment method is through your Brightwheel account with ACH (no fee), or Credit card (Please note that if you choose the credit card, you will be responsible for the additional bank fees); you can also pay via Zelle info@efgseattle.org.
2. **Payment plan:** when pre-enrolling, you will have the choice to indicate your preference for a payment-plan in 3 installments (You can also choose to pay in full at the time of payment), for an additional \$10 each (admin fee). Installments are due on July. 31st, August 31st and September 30th.
3. **Payment confirmation:** After each payment is processed, you will receive an email receipt that confirms the payment. If you do not receive an email confirmation, you should notify EFGS as soon as possible to make sure we have received your payment.

4. **Multiple-Child Discount:** Each child is enrolled separately, with a separate payment-plan completed for each child. For a second child, there is a 5% discount. Each additional child is entitled to a 10% discount.

Exhibit C - EFGS Enrollment Policies

The Policies set forth below are in effect for the 2026-2027 School Year.

A – Pre-Enrollment for new students

All students need to pre-enroll using our online registration process at the start of each new school year. This is the only way to reserve a spot for your child in our program. The pre-enrollment is based on a “**1st come, 1st serve**” basis, with all returning students being given a priority placement if enrolled by **May 15**. The pre-enrollment process is complete, and class-spot reserved for a specific period (see below for details), only when the Agreement is signed, online pre-enrollment form is completed, and the deposit is paid.

B – Pre-Assessment & Placement/Enrollment

Classes are taught exclusively in French, thus, all EFGS must already have a good knowledge of French. More specifically, each applicant must demonstrate the ability to understand and speak French to be accepted into the program. Therefore, for new students, a pre-assessment session is needed (Exhibit B). Returning students are placed based on recommendations of their teacher from the previous year and on progress reports. No additional assessment is required.

The pre-evaluation involves some informal activities that allow our experienced teachers to have a better understanding of the student’s proficiency. The goal is to evaluate each child’s proficiency in French and place them in the best class. Once the pre-evaluation is completed, you will be notified as soon as possible if the child is accepted for enrollment. EFGS and its teachers reserve the right to place students in classes deemed most appropriate for them.

C – Space reservation period

The student’s reserved spot through the pre-enrollment process will be held for 10 business days after the placement email is sent. Once the space is freed up, families with students on the waitlist will be informed.

D – Waiting List

If after being approved for enrollment, the class in which the child was to be placed is full, you can choose to have your child placed on the Waiting List. (Placement on the Waiting List assumes that the

pre- enrollment process has been completed and deposit is paid.) If EFGS cannot place the child by the time that classes start, you will receive a full refund of deposit.

E – Options other than Full Enrollment

There are times when EFGS and its teachers cannot recommend an adequate placement for a child. In these cases, we will inform you and discuss other options. The other options are:

- **Trial Period option:** The child is conditionally enrolled for five weeks to determine if the program is a good fit for the child and full enrollment is justified. If it is determined that there is not a good fit for the child given the available classes, the Parents are only responsible for the cost of the classes attended, with that cost being calculated on a pro-rated basis.
- **Not accepted in the program:** If our educational team determines that a student’s French skills do not meet the requirements of our program, we will inform you and discuss options on a case-by-case basis.

If no adequate solution is found for the student, we will not enroll your student and you will receive a refund of the 2026-2027 deposit minus a \$50 non-refundable administrative fee.

F – Withdrawal Policy and Refunds

If a student is withdrawn **on or before July 31th**, parents may obtain a full tuition-refund, minus the deposit. If the withdrawal occurs before August 1st and the first class, parents may obtain a 50% tuition refund minus the deposit. **No refund will be granted after the first day of class.** If you decide to withdraw your child from our program, please notify EFGS in writing by sending an email to: info@efgseattle.org. The email should include the following information:

- Your child’s full name
- The date of the last class he/she attended
- The reason for withdrawal

G – Discipline and Contract Termination rules

Children must follow the rules of conduct, which can be summarized as: respect, courtesy, follow instructions, cooperation, and self- discipline. EFGS reserves the right to remove any student temporarily or permanently from class, and prohibit further class attendance, when:

- A student's behavior in class conflicts with or interferes with learning and/or well-being of other student, or the behavior prevents the smooth operation of the class instruction.
- In the judgment of the teacher and the Education Program Coordinator, the program does not meet the developmental or special needs of your child or your child does not meet the minimal linguistic requirements. In this case, you will receive a pro-rated tuition refund.

H – Guardians and Emergency Contact information

All needed contact information must be provided. If for any reason this information changes, EFGS must be notified in writing at info@efgseattle.org EFGS will not be held responsible in the case of an emergency if we cannot reach the parents because they have failed to provide up-to-date contact information.

I – Life-Threatening, Serious Medical Conditions, disabilities, and 504/AIP plan Information

Parents must notify EFGS in writing if a student has a life-threatening or other severe medical condition, (*e.g.*, severe bee-sting allergy, severe food allergy, severe asthma, need for an Epi-Pen, unstable diabetes, or seizure disorders). For students with such conditions to attend class, EFGS must be provided with an appropriate healthcare plan approved by the Parents and the student's healthcare provider. Parents of a child with Life Threatening Allergies or other healthy conditions shall fill specific forms before the first day of school.

Parents/Guardians must also provide, prior to the first class, any other relevant medical information and/or Educational Disability plan information if applicable that EFGS should know to ensure the best learning environment for the student. Moreover, they should establish a mutually supportive relationship with open communication between the student's teacher, student, other EFGS teachers and staff.

J – Library and Educational Materials

EFGS has developed a mobile in-class library to provide a selection of French printed materials such as books, magazines, or comic books for our students. EFGS will also share access to online libraries, and French educational materials and websites to study at home.

EFGS is not responsible for any content offer through all these mediums and it is the responsibility of the parents/guardians to monitor, supervise and decide on its use by the student. Be aware that there are cultural differences and what is age-appropriate in French materials may differ from what is considered age-appropriate in American schools.

All checked-out or loaned materials must be returned by the end of the school year. If any materials are not returned, the parents are responsible for the replacement costs.

K – Behavior and Discipline

Both students and parents should avoid all behavior, gestures or words that are hurtful or disrespectful toward the school personnel, students, or family members. The EFGS Board has adopted a “Child Abuse Prevention” Policy and all employees are required to uphold those policies. A copy of this Policy is available upon request.

L – Guests or Class-Observers

Remote setting session. The only persons allowed to be in an **online** classroom when it is in session are students, legal guardian and EFGS staff. Guests may attend a class if pre-approved by EFGS Program Director.

In Person classroom. The only persons allowed to be in a classroom or otherwise on the premises of the school when it is in session are students and EFGS staff. Parents and guests may attend a class if pre-approved by EFGS, including approval by both the Program Director and teacher in whose classroom the visitor will be present. If the visitor is to be a child, that child’s parents must remain on the premises with the child the entire time.

No parents or guests are allowed on Campus without the Direction authorization.

M – Recess or Outdoor activity time and Field Trips –

In class at EFGS, students will have the opportunity to participate in educational activities or recess time that will require them to walk as a group under adult supervision to an outdoor area or another building and to use that area to play or to participate in an organized activity/event. Although EFGS instructors will exercise all reasonable care and take every reasonable precaution to ensure a safe environment for all students, Parents must understand and agree that there are unforeseeable and unavoidable risks inherent in outdoor and physical activities, including the risk of physical injury. You will be informed in advance if the activity is outside of the “school” premises and in this case, will require your permission for that specific activity. Nonetheless, if a parent does not want their child to participate in these activities for any reason, EFGS must be informed, in writing, and the child will be put under the supervision of another staff member during outdoor activities or be required to stay home if not participating in a class field trip.

N – Toilet-training and illness –

Students cannot attend class unless they are toilet trained. A child with a fever or who reports feeling ill should not be sent to attend class. In case of illness arising during the class, the parent or other designated person will be contacted and asked to come pick up the child immediately. In addition, and as related to the COVID pandemic, the illness policy is expanded to include the guidelines referenced in Exhibit A, including specifically the CDC Guidelines.

O – Staying home when appropriate.

Educate staff and families about when they/their child(ren) should stay home and when they can return to in-person school.

- Actively encourage staff and students who are sick or who have recently had close contact with a person with COVID-19 to stay home and get tested for COVID-19. Develop policies that encourage sick employees and students to stay at home without fear of reprisal, and ensure employees, students, and students' families are aware of these policies. Consider not assessing schools based on absenteeism, and offering virtual learning and telework options, if feasible.
- Staff and students should stay home and follow CDC recommendations if they have tested positive for or are showing symptoms of COVID-19.
- Staff and students who have recently had close contact with a person with COVID-19 should also stay home, monitor their health, and get tested for COVID-19.
- Those who choose in-person learning will not have the option to switch for online classes due to non-essential travel.

P – Strict No-Nut Rule –

Under no circumstances should nuts of any kind be brought to class, as a snack or otherwise.

Q – Class Sign-in & Sign-out Policy

Each student must be signed-in at drop-off and signed-out at pick-up via Brightwheel. Parents will have the opportunity to designate one or more additional persons authorized to pick up a student, but the authorization must be in writing and added to the Brightwheel account, and include a clearly discernible copy of a current photo-identification.