



SALISBURY ACADEMY
2210 Jake Alexander Blvd., North
Salisbury, NC 28147
(704) 636-3002

INITIAL/RENEWED CONTINUOUS ENROLLMENT CONTRACT 2026-2027

At Salisbury Academy we consider it a privilege to teach your children and to provide our students with an outstanding education. We thank you for choosing Salisbury Academy. The following details the Agreement between Salisbury Academy and your family:

In order to reserve a priority opportunity for placement and/or priority opportunity for continued enrollment for **(full name of student)** _____ for school year 2026-2027, and/or renewed academic years thereafter, the parent(s) or legal guardian(s) ("Parent/Guardian," which term includes singular or plural, as applicable) agree to accept the terms of this contract ("Enrollment Contract" or "Agreement").

Enrollment Deposit: A non-refundable Enrollment Deposit of \$500.00 per student is required upon execution of this contract. This deposit is applied toward tuition for the applicable school year as determined annually by the Board of Trustees. Tuition and fees are determined each year and applicable to each academic year under this Agreement as published each year by the Board of Trustees.

Terms: Parent/Guardian understands and agrees that this Enrollment Contract, if accepted by Salisbury Academy, applies to an initial one (1) academic year term (the dates of such academic year established each year by Salisbury Academy) and extends for an additional one (1) academic year term each subsequent academic year thereafter ("Renewal Year") upon the terms herein unless earlier terminated, until the graduation of the Student from Salisbury Academy. Accordingly, the effective date of this Agreement shall begin once accepted on the earlier of (i) May 1 or (ii) the payment of first tuition payments for the 2026-2027 academic year and shall renew automatically on May 1 for each successive academic year upon the terms herein. **Simply stated, if a student will return the following school year (to commence in the Fall), Parent/Guardian must notify Salisbury Academy in writing by February 14 of the current school year to secure the opportunity for priority placement/priority continued enrollment. Failure to notify in writing of intent to return by February 14 may jeopardize any placement opportunity, and failure to notify of intent not to return by May 1 will result in automatic renewal of this Enrollment Contract and the obligation to pay all tuition and fees for the additional one (1) academic year term.**

Renewal Term(s): Following the initial academic year term under this Agreement, and prior to each automatic renewal term, Parent/Legal Guardian shall thoroughly review the latest, most up to date terms and conditions of the Initial/Renewed Continuous Enrollment Contract ("Renewal Terms") made available by Salisbury Academy prior to submission of any Renewal Year Enrollment Deposit. Salisbury Academy may modify or alter the terms of this Agreement prospectively at any time which shall be effective upon acceptance by Parent/Legal Guardian. Unless earlier accepted, Parent/Legal Guardian agrees that submission of the Enrollment Deposit for any automatic renewal term constitutes their acceptance of the latest Renewal Terms made available prior to such Enrollment Deposit by Salisbury Academy. Each subsequent year's Renewal Terms shall constitute an addendum to this initial Agreement.

Cancellation Notice: This Agreement may be cancelled by Parent/Guardian without penalty (except forfeiture of the Enrollment Deposit) exclusively by written notice only if received by Salisbury Academy prior to the May 1 deadline that immediately precedes the respective Fall academic year. It is difficult and expensive to replace a child whose enrollment is withdrawn close to the start of the school year, and Salisbury Academy must therefore require strict adherence to the temporal and other obligations in this Agreement.

Conditions: Successful completion of the current academic year and recommendation and acceptance of student by Salisbury Academy, and timely payment of all required tuition payments and fees, constitute express additional conditions for the continuation/renewal of this Agreement for new and currently enrolled students. Salisbury Academy shall be the sole arbiter of whether a student has successfully completed the school year and obtained the recommendation of Salisbury Academy, or is accepted, and such determination and recommendation may include academic, nonacademic, or other similar lawful considerations.

Current Account/Examinations: Parent/Guardian understands and agrees that no student will be permitted to take examinations nor will grades and transcripts be released unless an account has been paid in full.

Parent/Guardian Commitments: Parent/Guardian understands that a positive and constructive working relationship between Salisbury Academy and a student's parents or guardians is essential to the fulfillment of Salisbury Academy's mission and agrees that Salisbury Academy may terminate enrollment, or decline re-enrollment, and otherwise terminate this Agreement at any time, if Salisbury Academy, in its sole and absolute discretion, concludes that a student's action or inaction is detrimental to Salisbury Academy or whose parent/guardian or agent has engaged in conduct that detracts, interferes with, or interrupts or has the potential to detract, interfere with, or disrupt the services, mission, or operations of Salisbury Academy or has failed to timely satisfy all financial obligations or otherwise breached the terms of this Agreement. Salisbury Academy may additionally reduce, restrict, or limit the student or agent or parent/guardian's involvement or access to programs, facilities, or services as it deems appropriate in its sole and absolute discretion. Parent/guardian understands that all tuition is due and owing and immediately earned upon initial acceptance and/or automatic renewal of this Enrollment Contract each term and that no refunds are provided upon any restriction, reduction, modification to access, or upon termination for any reason.

Voluntary Civil/Domestic Legal Disputes: Parents/Legal Guardians that voluntarily choose to involve Salisbury Academy in their own, personal civil/domestic legal disputes, as a result of their relationship with Salisbury Academy under this Agreement, agree to compensate/reimburse Salisbury Academy for the cost of attorney's fees, legal research or review, staffing time/costs or substitute costs, travel expenses, and/or document production or other similar costs and expenses incurred by Salisbury Academy as a result of their voluntary entanglement of the school in such proceedings that detract from education and are entirely unrelated to the mission, purpose, and daily operational educational objectives of Salisbury Academy no later than twenty one (21) days following Parent/Legal Guardian's receipt of invoice from Salisbury Academy.

Arbitration: Any disputes relating to the interpretation or enforcement of this Agreement, or otherwise arising from the Parent/Legal Guardian/Student's relationship, conduct, or activities related to Salisbury Academy, shall be submitted to binding arbitration in Rowan County, North Carolina, before the American Arbitration Association in accordance with the Association's Consumer Arbitration Rules and Mediation Procedures as then in effect. This procedure shall be the sole and exclusive procedure for all claims. Prior to such submission to arbitration, the party seeking resolution of any dispute or claims shall submit the claim to mediation between the Parties, before a mediator of the filing party's choice and at the filing party's expense, and the declaration of an impasse by such mediator shall constitute an express condition precedent to the ability of such party to file any claim in arbitration (exclusive of counterclaims). Failure of this condition shall subject any claim in arbitration to dismissal. This requirement shall not relieve the parties of any additional obligation of mediation in any arbitration proceeding. The Parties to this Agreement waive any right to assert any claims against the other party as a representative or member in any class or group or collective action of any claim under this Paragraph.

Medical Care & Treatment: Parent/Guardian authorizes Salisbury Academy staff, agents, or volunteers, as applicable, to consent to an x-ray examination, anesthetic, medical or surgical diagnosis or treatment and/or clinical or hospital care or other similar treatment, to be rendered along with any other reasonably necessary similar care to my/our minor child under the general or special supervision and on the advice of any licensed professional, physician, dentist, or surgeon. It is my/our understanding as Parent/Guardian that if the nature of the situation, circumstances, or emergency permit, all appropriate and reasonable attempts will be made to contact me/us at the phone number I have provided before any authorization for treatment is provided under this Agreement. Parent/Guardian releases and holds Salisbury Academy harmless from any liability or claims for liability arising from this authorization.

Photos and Images: Parent/Guardian agrees to allow his or her and/or the student's name, photograph, voice, image, and other similar information or likeness to be used by Salisbury Academy for reasonable business and/or educational purposes in Salisbury Academy publications, promotion materials, social networks, and website or other similar forums, channels, or venues without compensation and without prior notice. Parent/Guardian permits student to be interviewed by the media on campus or at school-related events. Parent/Guardian releases and holds Salisbury Academy harmless from any liability or claims for liability arising from use under this authorization. Parent/Guardian may specifically "opt out" of this authorization by written notice, via email, to the Head of School prior to any activity covered by this paragraph.

Individual Accommodations: As a small independent institution, Salisbury Academy is not covered by many of the traditional requirements of larger, public schools, however, it is committed to compliance with all applicable laws, regulations, and ordinances that prohibit unlawful discrimination and the participation in educational activities, services or programs offered by Salisbury Academy. Any Parent/Guardian that would like

to discuss and/or requires a reasonable accommodation for their student to apply, enroll, or participate in services under this Agreement should contact the Head of School to discuss the individual circumstances and needs of any particular user of facilities or services.

21st Century Services: Nothing in this Agreement shall guarantee or promise any particular type of service, forum for service, or medium of service – in person, virtual, or remote, academic, extracurricular, minimum or maximum days of services and whole or partial days, or otherwise, or access to any particular classroom, program, staff member, or facility, and the parents/guardians acknowledge and agree that the curriculum, content, extracurricular opportunities, and virtual remote or physical in person nature of services, programs, or staff rendering services, to be rendered under this Agreement are provided in the sole and absolute discretion of Salisbury Academy. The sole remedy for the dissatisfaction of any parent or legal guardian arising from the performance of this Agreement shall constitute termination of this Agreement prior to February 14 or May 1, as applicable, prior to renewal or reenrollment for the following academic year.

Dismissal: Salisbury Academy believes that a positive and constructive working relationship between the school, student, and all parents/guardians is imperative to success. Parent/Guardian understands that the Head of School reserves the right to dismiss any student and terminate this Enrollment Contract if the general conduct, attitude, or habitual actions of that student, on or off campus, or the behavior of his or her parent(s) or guardian(s) or other agents or representatives is contrary to the interests of Salisbury Academy, or for any other reason as determined in the sole and absolute discretion of the Head of School. By signing this Agreement, Parent/Guardian understands that Salisbury Academy may require the withdrawal or dismissal of any student if, in its sole discretion, the Head of School concludes such student's attitude, influence, progress, safety, wellbeing, or behavior does not service or has the potential to disservice the best interests of Salisbury Academy. Nothing in the various school policies, procedures, or handbooks constitute an express or implied contract.

Withdrawal/Dismissal Payments: Parent/Guardian understands that operating expenses, staffing decisions, financial obligations, and other similar concerns are incurred prior to the commencement or completion of each academic year and incurred even if services are delivered on a reduced, limited, partial year, or part time or virtual or remote basis and that the obligation as a parent/guardian to pay the full tuition and fees for the fully scheduled academic year is unconditional, and that after May 1, no portion of such tuition or fees paid or outstanding will be refunded or cancelled, included but not limited to in the event of absence(s), withdrawal, or dismissal of the above student from the school for any reason at any time, regardless of the days of attendance of student during the academic year; in case of dismissal or removal, the unpaid balance of tuition and fees is accelerated and due on or before last day of attendance if not already paid. The parties understand that the full academic year's tuition constitutes a reasonable, good faith estimate of the damages to be incurred by Salisbury Academy upon termination of enrollment, regardless of the reason for termination, given the difficulty to recruit, retain, staff, and forecast, budget, and replace a student and related services along with other considerations and factors after May 1.

Force Majeure: The occurrence of unforeseen events such as but not limited to governmental restrictions, regulations, or impositions, acts of nature, acts of man, or other foreseeable or unforeseeable, anticipated or unanticipated circumstances may alter, limit, or render the traditional performance of services by Salisbury Academy under this Agreement impracticable or impossible, in whole or in part of the academic year, and the occurrence of any such events shall suspend all duties and obligations of Salisbury Academy and fully relieve such duties and obligations under this Agreement until such time as it determines, in its sole and absolute discretion, that it can recommence the performance of services; however, such occurrences shall not affect the full tuition or fees due and owing under the current academic year term of this Agreement.

Waiver: No failure to enforce any term of this Agreement by Salisbury Academy in any individual or repeated instances shall constitute a waiver or release to prevent enforcement of such term in the future by Salisbury Academy. If any term or paragraph of this Agreement is deemed to be unlawful the remainder of the Agreement shall remain in force and effect and be construed as if the unlawful provision had been removed by the parties.

Legal Fees Reimbursement: Should an attorney be utilized by Salisbury Academy in regard to collection of any amounts owed under this Agreement, or to otherwise enforce or defend this Agreement or any claims by student/parent/guardian, and Salisbury Academy prevails in any such action or any parent or guardian materially breaches the Agreement, Parent/Guardian shall be responsible for all attorney fees and court and collection costs incurred by Salisbury Academy.

Entire Agreement: The terms and conditions of this Agreement constitute the full and complete agreement between the parties. No other verbal or written agreement shall, in any way, vary or alter any provision of this Agreement unless both Parties consent to vary or alter any provision of this Agreement in signed writing. Parent/Guardian understands that Salisbury Academy continuously strives to update and provide accurate information in all materials, websites, and communications, however, the terms of this Agreement shall govern and prevail over any inconsistencies. This Agreement is intended to be an integrated writing and any prior oral or written agreements between the parties are merged into this Agreement and extinguished. No custom or course of dealing between the Parties shall in any way vary or alter the terms and conditions of this Agreement.

Authority: All persons signing this Enrollment Contract are jointly and severally liable for the obligations set forth herein. Each Parent/Guardian represents and warrants that that he or she (1) has the full power to enter into and perform its obligations under this Agreement; (2) that any individual enrolled at Salisbury Academy maintains the legal status/right to be enrolled and lawfully present on the campus of Salisbury Academy; and that (3) this Agreement is intended to constitute a legal, valid, and binding obligation enforceable according to its terms. Parents in two parent households agree that each is authorized and acting as the agent of the other for all purposes under this Agreement unless Salisbury Academy is notified in writing of modification of this agency relationship and authority to continue to act regarding the student under this Agreement.

Governing Law: This instrument shall be interpreted in accordance with the laws of the State of North Carolina.

I/We accept the terms of enrollment as stated above for all academic years beginning 2025-2026 and continuing until graduation of the student.

X_____ X_____ _____

Printed Name: _____ Printed Name: _____ Date _____

Signatures of both parents or legal guardians are required

For Salisbury Academy Use Only		
Accepted by Salisbury Academy _____	Date _____	
Beverly Fowler, Head of School		
Date Contract Received _____	Deposit Amount _____	Payment Type _____