ShawPittman LLP

A Limited Liability Partnership Including Professional Corporations

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June 20, 2002

RECEIVED
D.C. OFFICE OF ZONING
2002 JUN 20 PM 12: 16

By Hand Delivery

Mr. Geoffrey Griffis
Chairman
Board of Zoning Adjustment
441 4th Street, N.W.
Second Floor
Washington, DC 20001

Re: St. Patrick's School - 4925 MacArthur Blvd.
BZA Application No. 16852

Dear Chairman Griffis and Members of the Board:

Pursuant to Michael Lovendusky's request at the hearing, enclosed please find St. Patrick's Enrollment Contract for new 7th and 8th grade students for the 2002-2003 academic year.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Allison Prince signed

Allison C. Prince

Attachments

cc: All Parties (see Certificate of Service)

Document #: 1251308 v.2

BZA
Case No. 16852
Exhibit No. 288

Board of Zoning Adjustment
District of Columbia
CASE NO.16852
EXHIBIT NO.288

ShawPittman LLP

Certificate of Service

I hereby certify that on June 20, 2002, a copy of the foregoing letter and attachment were hand delivered to the following:

John Finney
ANC 3D04
5725 Watson Street, N.W.
Washington, D.C. 20016

Nancy Feldman
4911 "W" Street, N.W.
Washington, D.C. 20007

Alma Gates
4911 Ashby Street, N.W.
Washington, D.C. 20007

Katherine VanSickle DeMallie
4923 Ashby Street, N.W.
Washington, D.C. 20007

Lawrence Skrivseth and Cathy Wright
4913 MacArthur Blvd., N.W.
Washington D.C. 20007

Michael Lovendusky
4927 MacArthur Blvd., N.W.
Washington, D.C. 20007

Ken Laden and Rachel MacCleery
DDOT
2000 14th Street, N.W., 7th Floor
Washington, D.C. 20009

Maxine Brown Roberts
Office of Planning
801 N. Capitol Street, N.E., 4th Floor
Washington, D.C. 20002

Allison C. Prince

Document #: 1246672 v.1

ST. PATRICK'S EPISCOPAL DAY SCHOOL

4700 Whitehaven Parkway, NW
Washington, DC 20007

ENROLLMENT CONTRACT (NEW STUDENTS IN GRADES 7 & 8)
2002-2003 ACADEMIC YEAR

I agree to enroll «First_Name» «Last_Name» «Suffix» (the "Student") in Grade «Grade_Later» for the academic year 2002-2003. With this signed contract, I hereby submit to the School a $1,500.00 initial enrollment deposit; cancellation of this contract will result in forfeiture of that deposit. The deposit will not be credited towards tuition; instead, it will be held by the School without payment of interest and will be refunded upon completion of the Student's final year at St. Patrick's, provided all financial obligations have been satisfied. It is payable only once and will be considered as a deposit for subsequent re-enrollments. By signing this form and returning it to the School not later than April 5, 2002, I ensure the Student a place for the academic year 2002-2003, conditional (with the exception of students enrolling in Nursery or Kindergarten) upon completion of the present school year in satisfactory standing. I also accept the following conditions of enrollment:

1. For enrollment to be binding upon the School, this Contract must be signed by all the parents or guardians financially responsible for the Student; signing this Contract indicates complete and full understanding of and agreement to all the terms and conditions of this Contract. Each parent or guardian is jointly and severally liable for the financial obligations set forth in this Contract regardless of any billing arrangement by which invoices are sent to only one parent or guardian or invoices for portions of the amounts due are sent to each parent or guardian.

2. In the case of the absence, withdrawal, or dismissal of the Student after June 30, 2002, I agree that the School is entitled unconditionally to full payment of the year's tuition and charges (including legal fees, court costs, and other related expenses incurred by the School for collection) and no adjustment thereof will be made. Notice of withdrawal should be addressed to the Director of Admission and must be made in writing, sent by Certified Mail, return receipt requested (or by delivery in hand with written acknowledgment of receipt by the School), received by the School on or before the dates set forth herein.

3. I elect the following payment plan (check one; **if no box is checked, you will be billed under Plan #1**):

   ☐ Full Payment Plan (Plan #1)
   Under the Full Payment Plan, tuition less any award of financial aid is due in full on or before July 1, 2002.

   ☐ Two Payment Plan (Plan #2)
   Under the Two Payment Plan, 65% of tuition is due on or before July 1, 2002; the remaining balance is due on or before January 15, 2003. Any award of financial aid is applied to each payment on a pro rata basis.

   ☐ Monthly Payment Plan on Direct Debit (Plan #3)
   Under the Monthly Payment Plan on Direct Debit, eleven automatic (direct debit) payments are made on the fifth day of each month, beginning May 5, 2002. Payment of one twelfth of tuition is due with this Enrollment Contract and each subsequent payment is for one twelfth of tuition. An authorization form allowing the School to initiate direct debit payments must be returned with this Enrollment Contract; participants enrolling in the plan after March 5, 2002, must include payment for the month of April with this contract. **NOTE:** Families participating in the Financial Aid Program who wish to pay monthly should elect Plan #4.

   ☐ Monthly Payment Plan on Direct Debit for Families Participating in the Financial Aid Program (Plan #4)
   Under the Monthly Payment Plan on Direct Debit for Families Participating in the Financial Aid Program, ten automatic (direct debit) payments are made on the fifth day of each month, beginning July 5, 2002. Each payment is for one tenth of tuition, net of the pro rata (over ten months) award of financial aid. An authorization form allowing the School to initiate direct debit payments must be returned with this Enrollment Contract. **NOTE**: Families receiving financial aid may elect Plan #1 or Plan #2.

4. The following charges apply in academic year 2002-2003:

   a) Tuition Fees will be on the following schedule (**NURSERY SCHOOL PARENTS – please circle the name of the program you are selecting for your child**):

	Nominal Tuition	Plan #1 Due 7/1/02	Plan #2 Due 7/1/02	Plan #2 Due 1/15/03	Plan #3 Due Monthly
- Grades 7 and 8	$16,950	$16,800	$11,020	$5,930	$1,425
- Elementary, K through 6	$16,150	$16,000	$10,500	$5,650	$1,358
- Nursery, 5 mornings, 4 afternoons	13,450	13,325	8,750	4,700	1,133
- Nursery, 5 mornings, 2 afternoons	11,000	10,925	7,150	3,850	929
- Nursery, 5 mornings only	8,600	8,550	5,590	3,010	729

NOTE: The final payment under Plan #3 will differ slightly from the first eleven payments. Prorated net tuition payments under Plan #4 are based on the Nominal Tuition.

   b) A late payment fee of $100 will be added to any balance unpaid in two weeks and each month following the dates on which payments are due until the outstanding balance has been paid.

   c) There is a $100 charge for dishonored checks.

5. The School reserves the right to deny the privileges of the School, including issuance of diplomas, transcripts, and student reports, admission to classes, and invitations for reenrollment, to any student whose account is in arrears. The School reserves the right to refuse admission to classes to any student whose required health forms have not been received by the School.

6. The School reserves the unconditional right to suspend or dismiss any student whose progress or conduct is unsatisfactory without refund of any portion of the tuition. The School further reserves the right to deny continued enrollment without refund of any portion of the tuition, or reenrollment, to any student if the School reasonably concludes that the actions of a parent/guardian are inconsistent with the establishment and/or maintenance of a positive, constructive working relationship between the School and that student's parents/guardians. Further, I agree to adhere, without exception, to the regulations governing drop-off and pick-up of students in Grades 7 and 8. I recognize that failure to do so may result in my child's exclusion from the School.

7. The Tuition Refund Plan is available to protect my annual tuition obligation. Although this coverage is optional, the premium of 1.1% of the annual tuition will be billed with the first statement unless I waive coverage by checking the box below. I authorize the School to collect any claim payment to which I am entitled under the Tuition Refund Plan and credit it to my account, paying any excess to me. I agree to pay the School whatever balance remains unpaid after any payment by the Plan is credited to my account within 30 days after receipt of a final, itemized bill.

Check the box below if you DO NOT want coverage under the Tuition Refund Plan

☐ I have read and understood the Tuition Refund Insurance brochure and **DO NOT** desire coverage. Please waive the premium; I guarantee that all tuition payments due will be made in accordance with the payment plan in effect for my child's account.

8. The School makes Group Accident Insurance available, although I understand that the School is not responsible for personal injury or property loss or damages incurred on School property or in connection with School activities or programs. Although this coverage is optional, the premium of $21 per year will be billed with the first statement unless I waive coverage by checking the box below. I understand that such insurance does not cover all risks to person or property that may be incurred.

Check the box below if you DO NOT want coverage under the Group Accident Plan

☐ I have read and understood the Group Accident Insurance brochure and **DO NOT** desire coverage.

9. The School is not responsible for damages to or loss of students' personal belongings.

10. I agree to allow the School to act on my behalf when I am not readily available in any matter regarding the health, safety, and well-being of the Student. I agree to release and indemnify St. Patrick's Episcopal Church and Day School from any and all liability arising out of a good faith decision made by the School in this regard. I agree that I am responsible for all costs of medical treatment.

11. I consent to the release of academic and/or health records pertaining to the Student in connection with the Student's application for admission to other academic institutions.

12. I consent to the transportation of the Student to authorized off-campus scholastic events by modes of transportation hired for that purpose by the School or operated by the School or by other parties approved by the School.

13. The School occasionally showcases student artwork or written work in its publications (brochures, website, newsletters, etc.). None of these items ever is identified by more than a first name and grade level. Photographs of students also are used frequently to illustrate life at our School. Children in the photographs never are identified by first or last name. Please indicate your consent to use these items in publications for public dissemination (if neither box is checked, the School will presume that you consent).

☐ I hereby consent to the use of my child's artwork, written work, or photograph as stated above.

☐ I do not wish my child's artwork, written work, or photograph used as described above.

14. This Contract shall be governed by, and construed in accordance with, the laws of the District of Columbia, without regard to any jurisdiction's Choice of Laws principles. This Contract shall not be amended except in writing by all parties hereto. The provisions of this Contract are severable and, in the event that any one or more provisions are deemed unenforceable, the remaining provisions shall remain in full force and effect. I further agree to the rules and regulations of the School as stated in the current Parent Handbook, policies of the Board of Trustees of the School, other school publications, and this Contract.

St. Patrick's Episcopal Day School, by: _____
Peter A. Barrett, Head of School

_____	_____	_____	_____
Date	Parent/Guardian	Date	Parent/Guardian

Name and address of person to whom financial statement should be sent (if not to both parents at child's address):

Name: _____ Telephone: (_____) _____

Address: _____