

# Stichting Onderwijs CombinA

[CombinA Education Foundation]

## **General Terms and Conditions**

These General Terms and Conditions were filed at the Registry of the Court of First Instance in Aruba on April 8, 2019 and will be sent on request.

1. Children/students must be enrolled at least 4 months before the desired commencement date.

After receipt of the enrollment form and confirmation that the school will definitively admit the student, the enrollment fee will be charged. The enrollment fee must be paid within 2 weeks after receipt of the invoice, otherwise the enrollment will be canceled. The invoice for the enrollment fee will be canceled if Article 3.2 applies.

- 2.1 The order of priority on any waiting list will be based on the date of receipt of the registration form.
- 2.2 Enrollment of students for the new school year, of whom a sibling attends our school on May 1, 2019, will be given priority when deciding on admission. The registration form must then be submitted before May 1, 2019. After that date, only the date of receipt of the registration form counts.
- 3.1 The Board is ultimately responsible for maintaining a satisfactory level of education at our schools. Final admission of students is subject to the approval of the Board.
- 3.2 The Board reserves the right at all times not to admit a student. This decision of the Board is binding.
- 4.1 Prikichi Pre-School Group:
  - Children can be admitted to the Prikichi Pre-School Group as of the age of 2 years (up to 4 years and 9 months).
- 4.2. De Schakel Elementary School:
  - Children can be admitted to the Elementary School as of the age of 4 years, with the exception of children who reach the age of 4 in August or September. They can be admitted as of the first day of school of that school year. Children can be admitted until June 1, unless there is a waiting list for a group.
  - Children aged 13 years and older on October 1 of the school year will not be admitted.
- 4.3 Schakel College:
  - Students aged 11 and older can be admitted to school in year 1.
  - Students aged 14 years or older before October 1, 2019 will not be admitted.
  - Students aged 12 and older can be admitted to year 2.
  - Students aged 15 years or older before October 1, 2019 will not be admitted.
  - Students aged 13 and older can be admitted to year 3.
  - Students aged 16 years or older before October 1, 2019 will not be admitted.
  - Students aged 14 and older can be admitted to year 4.
  - Students aged 18 years or older before October 1, 2019 will not be admitted.
  - Students aged 15 and older can be admitted to year 5.
  - Students aged 19 years or older before October 1, 2019 will not be admitted.
- 5.1 Students who do not speak Dutch can only be admitted to the Prikichi Pre-School Group and group 1 of De Schakel Elementary School, in principle.

- 5.2 When a student wants to be admitted to group 2 or higher of De Schakel Elementary School and does not have sufficient active and passive command of Dutch, Article 3.2 applies.
- 6.1 The Board reserves the right to attach conditions to admission when this is in the interest of the student and/or the school.
- 6.2 The director/school principal/care coordinator are entitled to contact the previous school and/or to have the student take a level test to determine the level.
- 6.3 Parents/caregivers are always obligated to provide the school with full access to reports regarding the student, issued by the school of origin and external experts (child psychologist, child psychiatrist, special education expert, speech therapist, etc.) and all matters that can reasonably be considered relevant.
- 7.1 In certain situations, after careful evaluation of the data, the school may decide to grant temporary admission based on a probationary period of 2 or 3 months. The parents will be informed hereof in writing.
- 7.2 If, after the end of the probationary period, the school finds that the learning difficulties and/or behavioral problems have not improved sufficiently, the school will ask the parents/caregivers, with due discretion, to have the student continue his or her education elsewhere. The school has the right to make this decision in a unilateral and binding manner, if necessary.
- 8.1 The school does not offer special (pre-school, elementary, secondary) education and only works with support arrangements for students at school if they fit within the possibilities and frameworks of the school.
- 8.2 When it turns out that a student has learning difficulties and/or behavioral problems, which cannot be solved at school, the Board has the right not to admit this student any longer. This applies for example to (very) special educational needs, such as students with (severe) learning difficulties or (severely) maladjusted students. Students who in the Netherlands only receive educational assistance at a school for special (elementary, secondary) education, or for whom there is a specific support arrangement in place at school are not admitted.
- 9 A student who is deregistered from school (with the exception of emigration) will not be re-admitted, unless the Board decides otherwise at its own discretion. The General Terms and Conditions apply to each renewed registration.
- The Board reserves the right to revise the General Terms and Conditions at any time. In the event of a change, the school will announce this in the newsletter. Parents/caregivers are advised to read the General Terms and Conditions in force at the time of enrollment.
- 11. The enrollment will be converted into formal admission when all forms including signatures as stated on the checklist have been received, and the school has confirmed the admission in writing.
- 12. The Board has at all times the right to remove a student from one of the schools of "Stichting Onderwijs Combina":
  - if full school fees (see below) have not been paid in full on the final payment date;
  - if parents/caregivers provide incorrect information or withhold relevant information;
  - if the social-emotional behavior and/or learning difficulties of the student place a
    disproportionately large burden on the classroom time of the group he or she is in. If
    it is reasonably clear that the guidance of this student is at the expense of the
    education and development of the fellow students;
  - if the student displays misconduct. The Management decides after consultation with the school principal that a student can be suspended for a maximum period of one week due to misconduct. The Board and the parents/caregivers of the student are personally informed hereof by the director. In case of repeated misconduct, twice, the

Board will decide, on the advice of the Management, to permanently remove this student from school.

In all cases of removal, no school fees will be refunded.

- Any deregistration as of a new school year must be reported to the administrative office by means of the deregistration form no later than July 1 of a particular school year.
- The protocol Safe at School and the associated codes of conduct Social Media, ICT and underlying protocols (alcohol and drugs, etc.) apply to all students who attend courses within our foundation. By enrolling the student, the parents/caregivers, also on behalf of their children/students up to the age of 18, declare that they agree to the applicability of aforementioned protocols and codes of conduct. The protocols can be found on the website of the school.

#### PRICE POLICY SCHOOL YEAR 2019 - 2020

"Stichting Onderwijs CombinA", which consists of Prikichi Pre-School Group, De Schakel Elementary School and Schakel College, is a private school. The school fees are used to pay all costs of the school, including, but not limited to housing, infrastructure, salaries and educational resources.

The school fees for a student are made up of several components. A student receives an invoice with the components that apply to him/her.

The Board reserves the right to adjust the school rates during the school year, if the financial situation of the school so requires.

#### Enrollment fee

For a new student who is registered for school, the enrollment fee must be paid within two weeks after the foundation so requests. If the enrollment fee is not received before the final payment date, the enrollment will be canceled. In case of a waiting list, a new enrollment form will then have to be submitted. A refund of the enrollment fee is only possible in case of demonstrable force majeure. The Board decides whether there are valid reasons for this. This exception clause only applies for a period of three months after the start of the new school year on August 1.

## Infrastructure contribution

This amount was charged per student once in the school year 2017-2018 and, as of school year 2018-2019 onwards, will be charged for each new incoming student. This contribution has been and will be used to improve the infrastructure of the school. If a student leaves the foundation, this contribution will be refunded nominally.

#### School year rate per type of education

Each school year, a fixed school year rate is charged per type of education.

As regards Prikichi Pre-School Group, there is a differentiation in the school year rate based on the number of sessions.

As regards Schakel College, there is a differentiation in the school year rate based on the year and/or denomination.

The student who has been registered for the type of education De Schakel Elementary School or Schakel College receives a discount on the school year rate, provided that the parents/caregivers meet the conditions in accordance with the school fees discount checklist (see annex to these General Terms and Conditions. In addition, this annex can be obtained at the administrative office of the school and can be found on the website).

## <u>Calculation of the school year rate when entering or leaving school during a school year</u>

The school year is subdivided into 11 months (August 15 through July 15). Students who enter during the school year, and for whom no place has been reserved pay 1/11 part of the school fees per number of months (calendar months) of education received. If a student attends school a few days in one calendar month, this part is rounded up to a full month.

Students who enter during the school year, and for whom a place has been reserved pay the full school fees.

Students who have confirmed in writing to the Management <u>prior to</u> the new school year (before August 1, 2019) that they will leave school in the interim during the school year will pay:

- 3 months' school fees when leaving before November 15, 2019;
- 6 months' school fees when leaving before February 1, 2020;
- the full annual fees when leaving on or after February 1, 2020.

In the event of unexpectedly leaving school during the school year, no refund of school fees is possible. The school fees remain fully collectable, even if the invoice has not yet been paid in full at that time.

#### Additional components for students who are enrolled with Schakel College:

Book fees: the amount of the book fees depends on the year, the denomination and the subjects taken by the student.

Examination fees: the amount of the examination fees depends on the denomination, subjects and the type of final examination taken by the student.

#### Optional components

De Schakel Elementary School: Time 2 Play.

Schakel College: homework assistance, Cambridge, French/German, study trip year 4.

#### Level test

It is possible that the school, based on the data provided by the parents/caregivers, wants the registered student to take a level test at the expense of the parents/caregivers. If a student is admitted to school, the costs of the level test will be deducted from the enrollment fee. If the school gives a negative advice based on the results of the test, or if the parents/caregivers decide not to enroll their child, these costs will not be refunded.

#### Deposit Prikichi Pre-School Group

A deposit was charged for students registered before August 1, 2017. The deposit will be deducted from the enrollment fee of De Schakel Elementary School when the student moves on to kindergarten, or it will be refunded if the student leaves Prikichi Pre-School Group.

#### Payment of school fees in installments:

In principle, the school fees are collectable immediately after enrollment and must be paid in full before August 1, 2019. With the exception of the optional components and the book fees, the school offers the possibility to pay the school fees in 5 or 8 installments.

For each new school year, the parents/caregivers will receive an invoice by e-mail before August 1. This e-mail invoice must be considered an original invoice; a hard-copy will be issued once upon request.

Payment in 5 installments: If the school fees are not paid in full before August 1, 2019, AWG 150.00 administrative costs will be charged per family once, and the school fees can be paid in 5 equal installments per month. The 5 installments must be received by the school before the first day of each calendar month during the months of August through December.

Payment in 8 installments: If the school fees are not paid in full before August 1, 2019, AWG 240.00 administrative costs will be charged per family once, and the school fees can

be paid in 8 equal installments per month. The 8 installments must be received by the school before the first day of each calendar month during the months of August through March.

Invoices for optional components or the book fees cannot be paid in installments.

The installments are due in full and do not require additional invoicing by the foundation or the sending of balance statements.

#### Overdue installments:

If the term for an installment has expired, no separate notice of default will be sent. Late payment will result in an additional amount of 100.00, i.e. on top of aforementioned amounts of AWG 150.00 or AWG 240,00 in respect of administrative costs, being charged per student for each installment and per each first day of a calendar month.

In the event that, after the expiration of the 60-day period, no payment has been received, it is the policy of the school to consider suspending the student(s) for this reason and/or to take other appropriate measures. It is also the policy that the next report card and/or other relevant documents will not be issued.

If, after the expiration of 60 days after each final payment date of the partial invoice, the amount has not yet been paid, it is also policy that a collection procedure is initiated. 15% extrajudicial costs will then be charged in respect of the outstanding amount, and, when conducting legal proceedings, an order to pay legal costs will be claimed as well.