



**2011 / 2012 ENROLLMENT CONTRACT**  
Please read and sign **BOTH** sides.

**Office Use Only:** Amount Rec'd \_\_\_\_\_ Date \_\_\_\_\_ MOP \_\_\_\_\_ Start/End Date \_\_\_\_\_

STUDENT'S LEGAL LAST NAME	STUDENT'S LEGAL FIRST NAME	GRADE	TYPE OF DAY	MALE / FEMALE

<b>NEW FAMILY APPLICATION FEE</b> <b>\$</b> Non-refundable, due upon enrollment	<b>EVALUATION FEE</b> <b>\$ 75.00</b> Non-refundable, due upon enrollment ELEMENTARY & MIDDLE ONLY	<b>DEPOSIT</b> <b>\$ 600.00</b> Non-refundable, due upon enrollment
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<input type="checkbox"/> <b>SELECT PLAN "1"</b> CHECKS or ACH ANNUAL OR 11 MONTHLY PAYMENTS (8/1/11-6/1/12)	<input type="checkbox"/> (Option 1) 11 Post-dated Checks or 1 Annual Check <input type="checkbox"/> (Option 2) 11 Monthly ACH autopay or 1 payment	<b>2011 - 2012 Annual Tuition</b> <b>Lunch Bunch</b> <b>Extended Day</b>  <b>Sibling Discount</b>  <b>Total</b> <b>Less Deposit</b> <b>Balance Due Aug. 1, 2011</b>	
<input type="checkbox"/> <b>SELECT PLAN "2"</b> ANNUAL OR 11 PAYMENTS BY CREDIT CARD With \$25 processing fee per month (8/1/11-6/1/12)	MasterCard/VISA/Discover/ American Express authorization processed online or in person	<b>2011 - 2012 Annual Tuition</b> <b>Lunch Bunch</b> <b>Extended Day</b> <b>Credit Card Processing Fee</b> \$275.00 (\$25/mo) <b>Sibling Discount</b>  <b>Total</b> <b>Monthly Payment</b> <b>Less Deposit</b> <b>1st Payment Due Aug. 1, 2011</b> <b>Sept-June Payments</b>	

The undersigned understand that the Student listed above is being enrolled for the entire School Year covered by this Contract. The undersigned further understands that the overhead expenses of the School do not diminish with the departure of some students during the course of the school year. The undersigned agree that they will be responsible for a share of the tuition for the student unless they provide written notice prior to May 1, 2011 (the "Cancellation Date") indicating that the student will not be attending school during the upcoming school year. Following the Cancellation Date, the undersigned must provide a **120 school day** written notice of withdrawal and must provide the reason for the termination of the Contract. The undersigned shall be responsible for the tuition for the **120 school day (approximately 70% of the annual tuition price)** written notice period. "School days" refers to academic days and does not include those days when school is open only for extended day care students, or for weekends or holidays. It is understood that oral notification of withdrawal is not effective. **INITIAL** \_\_\_\_\_

**PLEASE READ & SIGN ON BOTH SIDES**

**Name(s) of Person(s) Responsible for Tuition:** \_\_\_\_\_

This is to acknowledge that I have read and understand **BOTH SIDES** of the Enrollment Contract of McDowell School & Children's Choice Preschool. I agree that my signature constitutes full acceptance of all payments, rules, regulations, agreements and policies. **(We require BOTH parents' signatures on this contract.)**

**PARENTS'/GUARDIANS' PRINTED NAMES** 1. \_\_\_\_\_ /2. \_\_\_\_\_

**PARENTS'/GUARDIANS' SIGNATURES** 1. \_\_\_\_\_ /2. \_\_\_\_\_ **DATE** \_\_\_\_\_

## Payment Policies and Billing Procedures

### Terms

The fact that the school allows tuition and fees to be paid in installments does not create a fractional contract or in any way relieve the undersigned of the responsibility for the entire year's tuition and fees.

**Late fee: 10% will be charged** for all balances past due on your account. Tuition payments are due by the 1<sup>st</sup> of each month. If tuition is unpaid by 5:00 pm on the 5th calendar day of each month, a 10% late fee based on the monthly tuition will be charged on the 6th of each month. If the 5th of the month falls on a weekend or holiday, the tuition is late if it is not paid by the last school day prior to the 5th, and all penalties apply. The School reserves the right to exclude your children from school if all fees are not paid by the 5th calendar day of each month.

**Tuition Schedule Changes:** A **\$25.00 processing fee** will be charged to your account, if you make two (2) or more changes to your child's tuition schedule during the school year. Please plan your schedule carefully.

**YOUR MONTHLY TUITION IS STATED ON YOUR CONTRACT. PLEASE BE SURE TO SUBMIT YOUR PAYMENT BY THE 1<sup>ST</sup> OF EACH MONTH TO AVOID A LATE FEE. YOU WILL NOT RECEIVE A MONTHLY INVOICE FOR TUITION. PLEASE KEEP A COPY FOR YOUR RECORDS.**

- 1) Please make all your checks payable to McDowell unless otherwise indicated and include a description of the type of payment you are making on the bottom of your checks (i.e., tuition, tutoring, extra-curricular, after school sports, etc.) so that your payment is applied correctly. It is VERY IMPORTANT to include the student's name on the check if the child's name is different from that of the imprinted name on the check. Payments for duplicate items that pertain to siblings may be put on one check.
- 2) When dropping off your payment, please be sure to use our Payment Drop-off mailbox that is located in the front office.
- 3) A fee of \$30.00 will be charged for each returned check. After a second returned check, we will accept only cash, money order, or cashier's check for payment of any fees.
- 4) There will be no refund of tuition or costs if a student is absent from school for any length of time.
- 5) When a student terminates his or her attendance at school due to transfer to another school, interruption of education or any other cause, all unpaid tuition and charges to date become immediately due and payable.
- 6) There will be an extra charge of \$15.00/hour when children are picked up from the school beyond the time for which tuition is charged. After 6:00pm, a \$1.00 per minute late fee will be charged.
- 7) When tuition payments are in arrears, the school reserves the right to exclude your child from school-sponsored extra-cost trips, overnight trips, or extra-curricular activities, including commencement program, until payments are brought up-to-date. Also, students may not be allowed to sit for final exams until payments are brought up-to-date.
- 8) The undersigned is aware that a final determination of grade/classroom placement will be made by the School in accordance with the School's standard admissions or retention practices and that curriculum changes/decisions are made in the School's discretion. This Contract is valid only for the academic year stated and does not entitle Student to any future enrollment.
- 9) Neither failure by the school to enforce any provision of this agreement nor oral statements made by school personnel shall constitute a waiver of the right to enforce any provision of this agreement.
- 10) The plural shall include the singular and the singular the plural, as the context requires. All obligations of the parents, if there is more than one, shall be joint and several.
- 11) This agreement shall be governed under the laws of the State of California. The venue of any action hereunder shall lie exclusively within the County of Orange, and the parties hereto do hereby consent to personal jurisdiction and expressly waive all rights to trial by jury.
- 12) This agreement constitutes the entire understanding of McDowell/Children's Choice and the undersigned with respect to the matters covered herein. No amendments or modifications to these documents shall be made except by written agreement executed by all parties. This agreement, and any exhibits hereto, each of which is incorporated herein, embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties with respect to the subject matter hereof.
- 13) Student's enrollment at the School is subject to the general statements, rules, regulations, conditions, traditions, and financial terms contained in the School's Parent Handbook and other published documents, which may be amended from time to time. Parent acknowledges that Parent and Student must abide by such School rules and guidelines.
- 14) The School shall have the right to take such legal action as it may deem appropriate to collect all amounts which are not paid when due.

**McDowell/Children's Choice reserves the right to terminate this contract and remove the child at any time due to the following conditions:**

- 1.) Failure to pay tuition,
- 2.) Refusal on the part of the parents or the child to follow school rules set forth in the Parent Handbook (or other published document) or for reasons that the School administration considers detrimental to the School community, student, or to other students of the School,
- 3.) Academic or behavioral problems needing the attention of professionals other than McDowell/Children's Choice teachers or the inability on the part of the school staff to provide the level of care the child needs,
- 4.) Any other reason with sole discretion of the school; all entering students are placed on a 90- calendar day probation period for which they are evaluated for continuance,
- 5.) A positive and constructive working relationship between the School and Parent is essential to the fulfillment of the School's educational purpose. Thus, the School reserves the right not to extend the privilege of enrollment or re-enrollment to Student if the School reasonably concludes that the actions of the parent of the student make such a positive and constructive relationship impossible or otherwise seriously interferes with the School's accomplishment of its educational purpose. Moreover, the School reserves the right to expel Student at any time if, in the judgment of the school, conduct of anyone directly associated with Student, including but not limited to Student's Parent, in or out of the School, is not in keeping with the School's accepted standards or principles. There will be no refund of tuition where such enforced withdrawal occurs and any unpaid balance is payable in full according to the terms of this Contract. If, for any reason, it is in the best interest of the School, the School also reserves the right to withdraw an offer of enrollment or re-enrollment at any time, and to nullify an executed Enrollment Contract.

I understand and agree to the Payment Policies and Billing Procedures as listed above.

PARENTS'/GUARDIANS' PRINTED NAMES 1. \_\_\_\_\_ /2. \_\_\_\_\_

PARENTS'/GUARDIANS' SIGNATURES 1. \_\_\_\_\_ /2. \_\_\_\_\_ DATE \_\_\_\_\_