

**MONTHLY YEAR-ROUND ENROLLMENT CONTRACT**

**2018 – 2019**

Lilac Sea Nursery School strives to provide families with high quality childcare. Despite the personal, somewhat informal exchange that is the nature of this business, Lilac Sea requires families to acknowledge that running a home childcare is a business just like any other, with financial and legal obligations. Lilac Sea’s owner and director, Mallory Ott, is dependent solely on the income generated from Lilac Sea to cover all business related and personal expenses. As a small family-oriented business, Lilac Sea is also dependent upon word of mouth and positive reviews, and therefore maintains that any discrepancies related to this contract are handled in a way that is both fair and within the legal confines of this document. Lilac Sea appreciates your understanding when it comes to upholding the stipulations of this contract.

This is a legally binding document. Please read it carefully. Enrollment signifies your acceptance of the terms and conditions even without a signed contract.

Lilac Sea Nursery School, the licensee, Mallory Ott and the undersigned enter into this contract, for the period from August 1, 2018 to August 31, 2019 for the above listed student.

Throughout this document Lilac Sea Nursery School is referred to as “Lilac Sea” or “the school”.

Student Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contract Schedule:**

Please circle program: 5 Day 4 Day 3 Day 2 Day

Please circle number of hours: 5 6 7 8

Please provide schedule details: (i.e. Monday 8-4, Tuesday 8-4, Wednesday 8-4, etc.)

Monday: \_\_\_\_\_\_Tuesday: \_\_\_\_\_\_Wednesday: \_\_\_\_\_\_Thursday: \_\_\_\_\_\_Friday: \_\_\_\_\_

**Monthly Tuition:** $\_\_\_\_\_\_\_\_ (if unsure, leave blank)

General Conditions:

The person(s) signing this agreement on the student’s behalf is (are) liable for the total tuition and other charges. BOTH parents, legal guardian(s), and/or any other adult person who is financially and legally responsible for this student must sign this agreement. Lilac Sea Nursery or the licensee, Mallory Ott, may terminate this contract at any time if, after consultation with the undersigned, it is the judgment of Lilac Sea that the continued enrollment of the student is not in the best interest of the student or the school.

Privacy:

The school directory and any other personal and private information about students and their families are confidential and restricted for Lilac Sea use only. Any unauthorized use of confidential school information may result in the termination of this contract.

Deposit:

Upon acceptance of student’s application, a one-month’s tuition deposit is due. The deposit is applied to the student’s last month of enrollment at Lilac Sea. In the case of withdrawing from Lilac Sea within the first 30 days of enrollment, no portion of the deposit can be refunded.

Yearly Registration and Materials Fee:

A $240 yearly registration and materials fee is due on the student’s first day of attendance and each subsequent year of re-enrollment on the anniversary date of the student’s first day of attendance. The parent(s) or legal guardian(s) will be notified one month in advance of the student’s yearly fee due date. The parent(s) or legal guardian(s) will also be given a contract for the new year to sign and return one month before the student’s re-enrollment date.

**ALL MATERIALS FEES ARE NONREFUNDABLE**

Tuition:

With the exception of the student’s first month of enrollment, tuition is due in full on the first day of each month. Tuition for the student’s first month of enrollment is due on the student’s first day of attendance. In the event that the student’s first day of attendance falls on a day other than the first of the calendar month, tuition will be pro-rated from the first day of attendance until the last day of the calendar month. The next month’s tuition is due on the first of the next calendar month. In the event of withdrawal of the student by the parent(s) or legal guardian(s) within 30 days of the student’s first day of enrollment, tuition will be pro-rated to the date of withdrawal and the difference will be refunded within seven days of the date of withdrawal. After 30 days from the student’s first day of enrollment at Lilac Sea, all tuition payments are non-refundable. The only occurrence in which tuition can be refunded is in the event of dismissal of the student at the sole discretion of the school. In which case, tuition will be pro-rated to the day dismissal is effective, unless dismissal is due to failure to make tuition payments.

Tuition cannot be calculated on a daily or weekly basis. ***There is not a discount, refund or other allowances for planned or unplanned absences, school vacation days, or two allotted teacher sick days.***

The following are Lilac Sea Nursery School’s paid holiday/vacation days:

Martin Luther King Day

Presidents’ Day

Spring Break - March 25 to 29, 2019

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day and the following Friday

Winter Break - December 24, 2018 to January 4, 2019

Lilac Sea Nursery School is closed for the month of August, with the last Friday in July being the last day before closure and the Tuesday after Labor Day being the first day school resumes. There is no tuition due for the month of August.

Lilac Sea Nursery School may be closed for up to two days during a calendar year for teacher sick leave. There is not a discount or refund for these days.

Payment:

Lilac Sea accepts payments in the following form: cash, check, PayPal (uponthelilacsea@gmail.com), or Venmo (@MalloryOtt).

Late Payment:

If tuition payment is three days past due without agreement and written arrangements, the student will not be allowed to return to school until the amount due is paid or arrangements have been agreed upon in writing.

Late Pickup Fee:

After a five minute grace period from the student’s contracted pick-up time, the parent(s) or legal guardian(s) will be charged $1 per minute until the time the student is signed out. The five-minute grace period serves as a buffer for occasional unforeseen circumstances such as traffic and does not serve as an extension to the student’s contracted pick up time. The charged amount will be due by the student’s next day of attendance in any of the forms listed above under *Payment.* For parents or legal guardians who frequently pick up late, the student’s contracted hours can be revised.

Sibling Discount:

There is a 10% tuition discount for the first sibling and 20% tuition discount for the second sibling. The yearly registration and materials fees are due in full for each student. A one month’s tuition deposit for each student is also due upon enrollment.

Increasing Enrollment:

If the parent(s) or legal guardian(s) wish to increase the student’s enrollment, a new contract will be issued with the updated tuition amount. Given the availability, the student may increase enrollment right away. The balance for the increase in tuition will be due on the student’s first day back to school after the decision to increase has been agreed upon by the parent(s) or legal guardian(s) and the school. The difference in the one-month’s tuition deposit will also be due on the student’s first day back to school.

Decreasing Enrollment:

In order to decrease enrollment, written notice must be given 30 days prior to the date in which the decrease is to take effect. A new contract with the updated tuition amount will be issued. Any surplus amount paid for the tuition deposit will be held until the student’s last day of enrollment. Providing that the required 30 days notice to discontinue enrollment is given, a refund for the excess amount will be issued within seven days of the date of withdrawal.

Discontinuing Enrollment:

In order to discontinue enrollment, written notice must be given 30 days prior to the student’s last day of attendance. Tuition is not due for the student’s last month at Lilac Sea as the one month’s tuition deposit applies to the last month of enrollment. For this reason, it is highly encouraged to give notice prior to paying the last month’s tuition. **If 30 days written notice to withdraw the student is not given, under no circumstances will the deposit in any amount be refunded.**

If 30 days written notice has been given, but tuition has already been paid for the student’s last month of enrollment, the portion of the unused deposit will be refunded within seven days of the student’s last day at Lilac Sea.

For example, if a student’s last day at Lilac Sea will be October 15th, the parent(s) or legal guardian(s) will give notice on September 15th. September’s tuition will have been paid on September 1st. The one-month’s tuition deposit will be applied to October, however, because the student’s last day is October 15th, tuition will be pro-rated for the final month and the remainder from the deposit will be refunded. If, for example, notice is given on September 20th for withdrawal on October 15th, the partial deposit will not be refunded as the full 30 days notice was not given.

Please initial the following statements as requirements of your Enrollment Contract:

**Please initial the following statements:**

I understand that Lilac Sea is closed for the month of August and tuition is not due for the month. \_\_\_\_\_\_\_

I understand that tuition is due in full by the 1st of each month. \_\_\_\_\_\_\_\_

I understand that if tuition is three days past due, my child will not be able to return to school until the amount has been paid or arrangements have been agreed upon in writing. \_\_\_\_\_\_\_\_

I understand that the full monthly tuition is due even if there are planned or unplanned absences or vacations. \_\_\_\_\_\_\_\_

I understand that 30 days written notice is required to decrease or discontinue my child’s participation. \_\_\_\_\_\_\_\_

I understand that if a full 30 days written notice to discontinue my child’s enrollment is not given, under no circumstances will any portion of my tuition deposit be refunded. \_\_\_\_\_\_\_\_\_

I understand that a one-month’s tuition deposit is due upon my child’s acceptance. The first month's tuition and the yearly materials fee are due on my child’s first day of attendance. The next month’s tuition is due on the 1st of the following month. \_\_\_\_\_\_\_\_\_

I understand that the $240 yearly registration and materials fee is due on my child’s first day of attendance and each subsequent year of enrollment on the anniversary date of my child’s first day of attendance. \_\_\_\_\_\_\_\_

I understand that the one-month’s tuition deposit is applied to the last month of my child’s enrollment. \_\_\_\_\_\_\_\_\_

I understand that the deposit cannot be refunded if I withdraw my child within the first 30 days of enrollment. \_\_\_\_\_\_\_\_

I agree to pay $25 per check for returned checks. \_\_\_\_\_\_\_\_

I agree to withdraw the student upon request if tuition payments are not made when due or if the school, at its sole discretion, determines that the welfare of the child or the school required such withdrawal. In the case of any dismissal by the school, tuition will be pro-rated to the day the dismissal is effective. If it is necessary to take legal action to collect any amounts payable hereunder, the undersigned parent(s) or legal guardian(s) agree to pay reasonable attorney’s fees and costs as determined by a court of proper jurisdiction. \_\_\_\_\_\_\_\_\_\_

I understand that after a five-minute grace period from my child’s contracted pick-up time, I will be charged $1 per minute until I sign my child out. I understand that the charged amount is due by my child’s next day of attendance. \_\_\_\_\_\_\_\_\_

I understand that by dropping my child off in the care of Lilac Sea executes this tuition contract. \_\_\_\_\_\_\_\_\_\_\_

PRINT NAMES OF ALL PARENTS, GRANDPARENTS, OR GUARDIANS FINANCIALLY RESPONSIBLE FOR STUDENT:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My signature below affirms that I have read, understand, and accept the terms and conditions of this agreement.

Signature of ALL parents, grandparents, or guardians financially responsible for student:

Signature:

Date:

Signature:

Date: