



**Madonna Learning Center, Inc.  
Monarch Program  
Life Centered Education (LCE)  
Work Based Learning (WBL)**

RE-ENROLLMENT CONTRACT

Name of Applicant \_\_\_\_\_

SY 2018-2019

Madonna Learning Center, Inc., a Tennessee, not-for-profit corporation; operating Madonna Learning Center school at 7007 Poplar Ave., Germantown, Tennessee, (“School”) has approved the above-named applicant for re-enrollment upon the terms and conditions set forth in this contract (“Contract”).

The undersigned agree(s) to pay the tuition required for the program year and all additional fees and charges billed by School (hereinafter “Annual Tuition”). Annual Tuition for the 2018-19 school year is **Thirteen Thousand Four Hundred Dollars and no cents (\$13,400.<sup>00</sup>)** and is payable as follows:

1. One Time payment of the total amount on or before June 1, 2018
2. Two installments, 50% due June 1, 2018 and the remaining 50% due November 1, 2018
3. Ten equal installments beginning June 1, 2018 and ending March 1, 2019

A non-refundable re-enrollment fee of \$300 is due by April 25, 2018. If the re-enrollment fee is not paid by May 23, 2017, the school assumes that the applicant will not attend Madonna Learning Center for SY 2018-19, and his or her re-enrollment slot will be assigned to a new applicant for admission. There will be a \$200 activity fee due by Aug 15, 2018, which covers field trips and various activities throughout the year.

The School must receive the tuition payments on or before the first of each month. Payments are not considered past due until the 10<sup>th</sup> of the month. If, following receipt of the June installment of Annual Tuition but prior to the opening day of School, the undersigned provide(s) written notice to School that Enrollee is moving and will no longer reside within fifty (50) miles of Shelby County, then and only then will School waive payment of the full Annual Tuition. Otherwise, the undersigned acknowledge(s) that full payment of the Annual Tuition is required whether Enrollee withdraws, is suspended or dismissed from School. In no event will the re-enrollment deposit be waived or refunded.

Tuition for enrollees entering the School after the start of the school year will be prorated.

Successful completion of the current academic year and annual School approval is required for re-enrollment. Non-payment of tuition, fees, and charges is grounds for denial of re-enrollment. School reserves the right to deny re-enrollment if Enrollee or family is unable to comply with school policies and procedures. School also reserves the right to deny re-enrollment if school services are not appropriate for Enrollee’s needs.

The undersigned acknowledge(s) and agree(s) that Enrollee and Enrollee’s family must comply with School’s rules and policies implemented or announced from time to time. Failure to do so may result in Enrollee’s suspension, dismissal or denial of approval for re-enrollment. The undersigned agree(s) to fulfill the parental/guardian requirements of preparation and hosting the annual fundraising Gala event. Requirements

include a minimum of **20 volunteer hours** preparing for and/or hosting the event, ticket sale quota, procurement of sponsors, and solicitation of items for the auction (2) \$50 or (1) \$100 item and \$20 wine pull donation. Participation in other fundraising events throughout the year will help to maintain the programs and services provided by the school and to minimize tuition increases. The undersigned acknowledges that failure to fulfill the annual requirement will result in an additional fee imposed on the tuition balance, and the Enrollee will not be permitted re-enrollment until Gala responsibility is satisfied.

Parental support of the School's educational goals is a key ingredient in ensuring a successful School experience for each Enrollee. Parental involvement that hinders the educational goals of the School weakens the necessary partnership between School and home and jeopardizes the educational experience of the Enrollee. School reserves the right to terminate this partnership if parental involvement impedes the goals of the School and the educational experience of Enrollee. School reserves the right to suspend or dismiss from School any Enrollee, if, in the School's sole discretion, such suspension or dismissal is necessary to protect the best interests of the School, the best interest or welfare of the Enrollee, or the health and well-being of other adults, students, faculty, or staff. If Enrollee is suspended or dismissed from School on or after opening day, or after the re-enrollment date, the undersigned agree(s) to pay one hundred percent (100%) of the tuition.

Payments that are due the 1<sup>st</sup> of the month are considered past due after the 10<sup>th</sup>. An account is considered delinquent if not paid within thirty (30) days of the due date thereof. A late payment fee of Fifty and no/100 Dollars (\$50.00) will be charged on all delinquent accounts. Whenever tuition, fees or charges become past due for a period of sixty days (60) days from due. Enrollee may be suspended from classes until the delinquency is cured. If the delinquency is not cured within an additional thirty (30) days thereafter, Enrollee may be dismissed from School. In all events, the first tuition installment payment must be paid on or before the first day of school or re-enrollment is forfeited. The undersigned acknowledge(s) that School is entitled to recover all costs of collection of delinquent accounts including reasonable attorneys' fees and costs.

The undersigned acknowledge(s) and agree(s) that Enrollee transcripts and any other documentation relevant to Enrollee's transfer or graduation will be held until all unpaid tuition, fees, and charges are paid.

Any tuition or fee payment that is returned to school for insufficient funds will be assessed a fifty-dollar (\$50.00) charge.

The undersigned consent(s) to the use, publication, and copyright by School in publications, brochures, and other promotional materials, of photographs in which Enrollee may appear in any programs or activities of School; and the foregoing consent shall extend beyond Enrollee's period of re-enrollment and shall survive any termination of this Contract.

Any notice required by this Contract shall be delivered to School by registered or certified mail to the attention of: Head of School, Madonna Learning Center, 7007 Poplar Avenue, Germantown, Tennessee 38138.

The undersigned have read the foregoing, understand it, and agree to be bound by its terms. If any provision of this Contract is determined to be unenforceable by a court of competent jurisdiction, the validity of the remainder shall not be affected, and the rights and obligations of the parties hereto shall be construed and enforced as if the Contract did not contain such provisions.

This Contract shall be construed and enforced in accordance with Tennessee law, and the parties hereto consent to jurisdiction in Shelby County, Tennessee. In the event enforcement of this Contract is necessary by the School, the School has the right to recover from the losing party reasonable attorneys' fees and other costs and expenses of the arbitration or litigation as awarded by the Court.

