



3031 and 3051 Providence Road, Charlotte, NC 28211

## **ENROLLMENT AGREEMENT**

I, the undersigned "Parent" as described below, desire to enroll \_\_\_\_\_ ("my child" or "child," insert full name), at Providence Preparatory School, LLC ("PPS"), and by signing below I acknowledge that I have read, understand and agree to be bound by this "Agreement" including any other agreements referred to in this Agreement as well as the terms and conditions of this Agreement, once my child is officially enrolled by PPS.

- 1. TUITION:** The "Tuition" for my child will be the monthly rate posted on PPS' "Website" ([www.ProvidencePrepSchool.com](http://www.ProvidencePrepSchool.com)) found by clicking "Tuition Rates" in the dropdown box viewable after clicking the "Enrollment & Tuition Rates" tab. I am responsible for payment of Tuition at the full monthly rate in advance on a monthly basis on the "Draft Day" defined below; no Tuition will be accepted for a portion of a month or on a week-to-week or weekly basis. Except for payment of advance Tuition as described below, I will always pay Tuition by either [a] ACH bank draft, [b] debit card, or [c] credit card (collectively, my "Payment Source").

Payment of Tuition that is tendered at least thirty (30) days prior to its my next Draft Day will be considered as "Advance Tuition." I understand PPS will not accept cash or my personal check for Tuition unless the respective Tuition for which my personal check is to be applied toward three (3) full and successive calendar months of Advance Tuition (Example: a personal check tendered by me to PPS on or before December 2<sup>nd</sup> for payment of three (3) month's Advance Tuition will be applied toward Tuition for the following January, February and March; a personal check tendered by me to PPS between December 2<sup>nd</sup> and January 1<sup>st</sup> for payment of three (3) month's Advance Tuition will be applied toward Tuition for the following February, March and April). Payments of Advance Tuition for less than three (3) complete and successive calendar months, if not paid from my Payment Source, must be made by official bank check and must include a "Handling Fee" as defined in [Section 6 below](#). Advance Tuition will be paid in monthly increments at the then prevailing monthly Tuition rate, but I understand that if I pay Advance Tuition, or permit another party to pay Advance Tuition on my behalf, and, after the Advance Tuition is paid there is a Tuition increase for the months for which the Advance Tuition was applied but that Tuition increase was not established or announced by PPS when the Advance Tuition was paid, then I will pay the amount of such increase as it becomes due. (NOTE TO PARENT: See payer approval requirement in [Section 2 below](#).)

If I choose to pay Tuition with a debit card or credit card I understand that PPS [a] only accepts Visa, Master Card or American Express, and [b] will add a "Convenience Fee" as defined in [Section 6 below](#). I will have funds available at my Payment Source to cover the ACH bank draft or a sufficient credit limit on my debit or credit card for my child's Tuition by noon on the first (1<sup>st</sup>) day of each month unless the first day of the month is a Saturday or a Sunday or a national or bank holiday in which case funds for Tuition will be available for payment on the next following business day (the "Draft Day"). If my child is initially enrolled after Draft Day in a particular month, then I will pay the required prorated Tuition that is due for that month by official bank check on the day of initial enrollment. I owe Tuition as of the date my child is enrolled at PPS even if I am not billed for Tuition by PPS or a third party if such is designated by PPS. PPS does not send monthly bills or notices for Tuition due. PPS' failure to collect Tuition as it comes due will by no means prevent PPS from collecting such Tuition at a later date.

My child will be subject to dismissal from PPS if Tuition is not received from my Payment Source as specified above. Tuition rates change from time to time (usually once annually and in September). Except for events that could not have been foreseen by PPS (including but not limited to a local epidemic or a national pandemic, or a stay-at-home order), PPS will notify me at least sixty (60) days in advance of any Tuition increases, but I understand that if I am offered enrollment for my child for a date that is more than a week from the date I may initially enroll my child, I may not get an advance notice of a Tuition increase and should instead go to the Website to verify the effective date of a Tuition increase.

- 2. PAYER CONFIDENTIALITY:** I understand that this Agreement is between PPS and me, and that PPS will not mediate collections of Tuition with parties not listed on this Agreement, such as Parents who are separated or divorced, grandparents, guardians, or any third party. PPS will only discuss Tuition-related matters with the parties who have signed this Agreement; however, if I want PPS to be able to discuss Tuition-related matters with someone who has not signed this Agreement, then I will first provide PPS with written notice to that effect, which will contain the person's full name, address, phone number, the last four digits of their social security number, their date of birth, and their relation to my child. I understand that PPS will not accept payment for my child's Tuition from anyone who is not a part of this Agreement without me approving the payer in writing in advance.
- 3. NON-REFUNDABILITY OF REGISTRATION FEES AND TUITION:** I understand that Registration Fees and any Tuition (whether the current Tuition due or any advance Tuition) I pay to PPS are non-refundable even if [a] my child becomes ill and/or cannot attend PPS, [b] I elect to withdraw my child from PPS' program, or [c] my child is dismissed by PPS from PPS' program for certain reasons set forth in the Parent Handbook (the "Handbook") including, but not limited to, excessive biting or unsatisfactory behavior or health conditions, before the end of the period for which the Tuition paid in advance covers; provide however that [d] PPS may, but is not obligated to, refund certain amounts of Tuition paid for more than thirty (30)

Please initial:

days in advance if PPS cannot replace the Tuition paid in advance with equivalent Tuition, and [e] if I choose to pay the Registration Fee to place my child on PPS' Wait List after the child is forty-two (42) months old and PPS is not able to offer me enrollment by the time my child turns fifty-four (54) months old, then, upon PPS' receipt of a written request from me within thirty (30) days after my child turns fifty-four (54) months old which request will confirm that I no longer desire to have my child on PPS' Wait List, then, in such event, PPS will refund half of the Registration Fee; further, I understand that simply completing the online registration process does not place my child on PPS' Wait List. In addition, PPS is not obligated to abate or refund my Tuition [a] when PPS elects to close in observance of any federal, state, local or religious holiday or a Closing (defined below), [b] for the portion of the week that includes, precedes or follows New Year's Day, Martin Luther King holiday, the Thursday before Good Friday (Maundy Thursday), Good Friday (the Friday before Easter), Memorial Day, the 4<sup>th</sup> of July, the 5<sup>th</sup> of July, Labor Day, fall break, Veterans Day, Thanksgiving Day, and Christmas Day, [c] for the weeks that include other national holidays, [d] for the portions of a calendar year that local public and/or private schools are closed including Closings for snow, ice or other inclement weather (see Section 5 below), [e] due to a communicable disease or an outbreak, epidemic or pandemic in PPS' neighborhood, community, city, county, state, or nation, and [f] destruction of facilities due to fire, weather or other natural or human factors, other threats to the safety of students, national emergencies, loss of power or loss of hot water, or other issues that justify PPS, in PPS' sole discretion, a temporary closure and deem such is in the best interests of PPS and/or PPS' enrolled children (collectively, a "Closing").

- 4. REGISTRATION, WAIT LIST POLICY, SIBLING PRIORITY, AND SEPARATE BUILDINGS:** It is my choice to register to be on, or to remain on, PPS' Wait List. Being on PPS' Wait List does not guarantee enrollment for my child at any specific time and I will not consider any estimate of an enrollment date given verbally by PPS to be valid and binding on PPS. The Wait List includes only parents who have paid a Registration Fee to PPS. Position on the Wait List is determined on a first-come, first-served basis tied to the actual time of receipt of a Registration Fee. I recognize that my child's birthday in relation to the birthdays of other children already enrolled in an age-appropriate class at PPS may have a significant impact on PPS' ability to offer enrollment for my child because the clustering of birthdays, especially those in an infant, toddler or two-year-old class, can have a negative impact on PPS' legal ability to appropriately transition that child and/or other children in the respective class. All Registration Fees are not refundable and will not be credited toward my child's Tuition. Being on the Wait List provides an enrollment priority over anyone not choosing to be on the Wait List. Parents with one or more children currently enrolled at PPS have an enrollment priority over parents who have no children enrolled at PPS ("Sibling Priority"). Sibling Priority will impact the likelihood that my first child or subsequent children could be enrolled at PPS. A parent with only one child on the Wait List will not be preempted by or subordinated to a parent who desires to be on the Wait List and is prepared to enroll two or more children. For the purposes of this Agreement, an unborn child is considered enrolled if the Tuition is being paid by the Parents. PPS will not permit a Parent with an unpaid balance from a prior child's enrollment to be on PPS' Wait List.

When parents/Parents on PPS' Wait List are officially offered enrollment for their Wait Listed child and those parents/Parents elect to enroll that child, the enrollment becomes effective immediately regardless of any request by the parents/Parents for postponement of such enrollment, and Tuition will likewise be due immediately upon enrollment (and, in certain cases, upon the acceptance of an offer to enroll) regardless of whether or not the parents'/Parents' child can begin physically attending PPS on that date. When a parent/Parent, who are on PPS' Wait List are offered enrollment for their Wait Listed child, elect to not enroll their child at that time, that parent/Parent will drop off the respective Wait List, unless they request in writing that their name go to the end of the respective current Wait List and, in such event, the parent/Parent whose child is next on the Wait List will be offered the same slot. I understand that no communication about any aspect of enrollment is official unless it comes from the School Administrator (or in isolated circumstances, PPS' owners) and that PPS's other front office management have no responsibility for enrollment decisions which makes it imperative that I communicate only and directly with the School Administrator in writing on all enrollment matters. (NOTE TO PARENT: The adjective "respective" when modifying Wait List acknowledges that within the greater Wait List there is a Wait List for Parents who have Sibling Priority and that Wait List supersedes and preempts the Wait List for those parents who do not have Sibling Priority.)

Sibling Priority shall also apply to and include [a] any sibling who remains on PPS' Wait List for up to one (1) year after his/her older sibling(s) graduate(s) from PPS' Pre-Kindergarten program after being enrolled at PPS for three (3) successive years, or [b] is withdrawn in good standing from PPS after being enrolled at PPS for three (3) successive years. Relatives of an owner of PPS and certain staff positions designated by PPS have enrollment priority over any child on the Wait List. In selected cases, if a child's parents are locally employed in the teaching profession and do not actively teach during the summer, their child may be withdrawn at the end of the public school year and re-enroll at the beginning of the following public school year without losing their enrollment position.

I understand that PPS has two (2) separate and adjacent buildings: the first/original building is known as the "Providence" building (abbreviated "PRV") with the street address of 3031 Providence Road and the second building is known as the "Westbury" building (abbreviated "WBY") with the street address of 3051 Providence Road. Being on the Wait List does not give me any option, preference or priority over which building my child will be enrolled should my child's name come to the top of the Wait List.

- 5. WHEN CLOSINGS OCCURS AND EARLY PICK-UPS:** I understand that the conditions that define when weather-related and non-weather-related closings occur and reasons for early pick-ups (such as precautions for a looming epidemic or a pandemic) are specified in the Handbook. I understand that in the case of severe weather or the warning thereof (such as a tornado watch or tornado warning), PPS may request that I pick up my child as soon as possible even though I may be under a shelter-

in-place or lock-down order elsewhere for the same weather condition, and in such event I will do my best to pick up my child as soon as possible or have my child picked up by someone else after notifying PPS. I will hold PPS harmless if I cannot get to my child as requested by PPS, understanding that PPS will act in good faith and take care of my child as under normal circumstances until I can pick-up my child and I will not be assessed a Late Pick-Up Charge if I give PPS a written statement certifying that I was detained due to a shelter-in-place, stay-at-home, or lock-down order.

- 6. FEES, CHARGES AND DEPOSITS:** In addition to Tuition, I agree to make timely payment of the fees, charges and/or deposits to PPS when applicable and as mentioned in the Handbook, including, but not limited to, the Registration Fee, Payment Source Transfers, Insufficient Funds Charges, Tuition Deposits, Late Payment Charges, Late Pick-Up Charges, Late Sign-Out or Sign-In Fees, Handling Fees, Fob Fees and Convenience Fees, all of which are non-refundable.
- 7. ENROLLMENT PROCESS, WHEN ENROLLMENT BEGINS AND ENDS, IMMUNIZATION REQUIREMENTS AND MEDICAL REPORTS:** I understand that the conditions that define the enrollment process and when enrollment begins and ends are specified in the Handbook. I understand that PPS may delay or terminate the enrollment of my child without having to refund any Registration Fee or Tuition if I fail to provide PPS with a current medical report on PPS' required form which will include current immunization records, and, if applicable, clear and succinct instructions, education and training to properly and legally accommodate my child's allergy, seizure or other condition that requires an accommodation by PPS, and when appropriate signed and dated by my child's doctor, in a form that is comprehensive, legible and satisfactory in PPS' sole opinion. I understand that if I cannot provide such documentation to PPS within forty-eight (48) hours after my child is offered enrollment at PPS (or whatever longer time period PPS may allow if permitted by law, or if PPS deems reasonable under certain circumstances), then PPS may fill my child's enrollment position with another applicant and in such event my child's name will go to the bottom of the respective Wait List. (NOTE TO PARENT: [1] I understand that I must refer to the Handbook for additional information on allergies, seizures or other accommodations provided by or required of PPS. [2] I understand that, while PPS will always do its best to make reasonable accommodations for its children, PPS is not an inclusion school and is not staffed by teachers who have been specifically educated and trained in inclusionary strategies and techniques. [3] If I make a request for an immunization exemption on religious grounds, it will be denied by PPS.)
- 8. OPERATING HOURS, DROP-OFF PROCEDURE, AND ON-SITE DIAPER CHANGING BY PARENTS:** I understand that the operating hours are specified in the Handbook. I understand that [a] if I am enrolling a child who is not potty trained, I will do my best to avoid dropping my child off with a dirty diaper, [b] PPS may postpone my infant's enrollment if my infant will not take a bottle, and [c] PPS may postpone the enrollment of my one-year-old or older child if my child is not fully weaned from being bottle-fed. If PPS postpones the enrollment of my child for any of the reasons mentioned in this paragraph, I may choose to pay the required Tuition to insure my child will be able to attend PPS once he/she meets these requirements or I may withdraw my child from PPS. (NOTE TO PARENT: I understand that state and local regulations prevent me from changing my child's diaper while inside of PPS' buildings unless I [a] get PPS' verifiable approval in advance, and [b] adhere to the posted county-mandated diaper changing procedure.)
- 9. PARENT DEFINED, MARITAL STATUS AND GUARDIANSHIP:** I understand that the terms "Parent" or "Parents" as used in this Agreement, is singular or plural and includes the legal parents or legal guardian(s). As used herein, the pronouns "I," "me," "we" and "us" and the possessive pronouns "my" or "our" refer to the Parent's signing below. The term "Person Responsible" as used in this Agreement is singular or plural, may include legal guardian(s) of my child, and, if signing below, has agreed to be financially responsible for the Tuition and any other expenses of my child under this Agreement. If I am separated or divorced or am an unmarried parent or if both Parents do not sign below, PPS will not enroll my child until I have provided PPS with true copies of any custody and visitation agreements that apply to my child or whatever documentation PPS deems appropriate. If neither Parent is signing below nor I am signing as the Person Responsible for this child, PPS will not enroll my child until I have provided PPS with true copies of any custody and guardianship agreements that apply to this child. As used herein the term "my child" refers to my biological or legally adopted child or if I am acting as the Person Responsible then it refers to the child for whom I am responsible.
- 10. CONFIDENTIALITY AND CHILD ABUSE AND NEGLECT:** PPS will respect and protect the confidentiality and each family's right of privacy in all communication. Likewise, I will respect and protect confidentiality and each family's right of privacy in all communication. I will [a] do my best to separate rumor from fact, [b] maintain confidentiality, and [c] model and expect behavior that models respects, affirms, and protects the dignity and worth of each child enrolled at PPS and their Parent. PPS is required by law to report directly to the Mecklenburg County Department of Social Services ("DSS") any suspicion of child abuse or neglect. A teacher may report such an event confidentially to DSS and may do so without notifying PPS' management or the respective Parent. If PPS reports any suspicion of child abuse or neglect to DSS, or PPS' management becomes aware of a teacher's report of child abuse or neglect to DSS, then PPS' management will withhold the source that reports the actual or potential child abuse or neglect to DSS.
- 11. NUTRITION PROGRAM AND MENU:** I understand that PPS' nutrition program and menu must first comply with the standards and regulations of the United States Department of Agriculture (the "USDA"). More details and requirements related to PPS' nutrition program and menu are found in the Handbook and on the Parent portal. I understand that PPS will not amend the menu offered to my child on my preference unless such preference is a reasonable accommodation required by federal, state or local laws. Likewise, I understand that PPS will not customize a menu for my child except that PPS will offer than standard vegetarian menu option which satisfies PPS' definition of "vegetarian" which is detailed in the Handbook. I

understand that PPS must constantly avoid events that can create cross-contamination and other sanitation issues and violations, and, for those and other professional reasons, I will never bring food for my child into PPS in an attempt to supplement PPS' menu unless I [a] notify PPS in writing at least twenty-four (24) hours in advance, and [b] will be personally serving the meal to my child in a manner that meets with the normal eating schedule and meal presentation typical in my child's classroom without disruption to other children's meals.

**12. TUITION SUBSIDY PROGRAM:** PPS may at any time and from time to time offer its early education program to children of parents who qualify for and that take part in various accredited tuition subsidy programs (such as those offered by Child Care Resources, Inc., NC Pre-K or MECK Pre-K; the "Subsidy Programs") as long as such tuition subsidy is received or can be paid on the same schedule as required for other non-subsidized tuition payments. Parents who participate in such a tuition subsidy program are nevertheless responsible for the difference between what the Subsidy Programs pay and PPS' actual monthly Tuition (which is sometimes referred to as the "market difference").

**13. PARENT HANDBOOK AND PARENT PORTAL:** I understand that, in addition to this Agreement, PPS will, at my request, provide me with the most current version of its Parent Handbook and its Child Guidance Policy (collectively herein referred to as the "Handbook") which addresses other relevant requirements and events not mentioned in this Agreement and reiterates some of the provisions, requirements and events (collectively, the "provisions") mentioned in this Agreement; however all provisions mentioned in the Handbook that are not included in this Agreement shall be considered as part of this Agreement. If there is a conflict between the provisions of this Agreement and the Handbook, the most extensive or inclusive provision as interpreted solely by PPS shall prevail. Absent my signature on a hard copy of the Handbook, my decision to make the first Tuition payment after the Effective Date of this Agreement (as defined below) shall conclusively confirm to PPS that I have read the Handbook. I understand that PPS will post a copy of this Agreement and the Handbook in PPS' parent portal which is accessed from PPS' Website and requires a secure login which secure login I will agree to create immediately upon the enrollment of my child.

**14. EXECUTION OF THIS AGREEMENT AND THE EFFECTIVE DATE:** If I choose to make an online request for registration of my child at PPS, PPS can conclusively presume that I have thoroughly read and accept the terms of this Agreement as may be amended for time to time as if I had executed this Agreement below. If I continue my child's enrollment at PPS by paying Tuition for any period following the Effective Date (defined below), doing so will reaffirm my execution of this Agreement. The provisions of this paragraph are not applicable if I am a separated Parent who does not have custody rights to my child or if I am applying as a guardian in which case I must sign a hard copy of this Agreement. Other provisions of this paragraph notwithstanding, PPS may require that I sign, or re-sign a hard copy of this Agreement before my child will be officially offered enrolled. My execution or acceptance of this Agreement as described in the paragraph cancels and nullifies all previous versions of this Agreement. The "Effective Date" of this Agreement is **MAY 10, 2020**.

**Signature of MOTHER:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/20\_\_\_\_  
Month Day Year

**Print name of MOTHER:** \_\_\_\_\_

**PHONES: Home:** \_\_\_\_ - \_\_\_\_ - \_\_\_\_ **Work:** \_\_\_\_ - \_\_\_\_ - \_\_\_\_ **Cell:** \_\_\_\_ - \_\_\_\_ - \_\_\_\_ **Circle preferred #:** Home Work Cell

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**Signature of FATHER:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/20\_\_\_\_  
Month Day Year

**Print name of FATHER:** \_\_\_\_\_

**PHONES: Home:** \_\_\_\_ - \_\_\_\_ - \_\_\_\_ **Work:** \_\_\_\_ - \_\_\_\_ - \_\_\_\_ **Cell:** \_\_\_\_ - \_\_\_\_ - \_\_\_\_ **Circle preferred #:** Home Work Cell

**Address (if different from MOTHER):** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**Signature of PERSON RESPONSIBLE (if not a Parent):** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/20\_\_\_\_  
Month Day Year

**Print name of PERSON RESPONSIBLE (if not a Parent):** \_\_\_\_\_

**PHONES: Home:** \_\_\_\_ - \_\_\_\_ - \_\_\_\_ **Work:** \_\_\_\_ - \_\_\_\_ - \_\_\_\_ **Cell:** \_\_\_\_ - \_\_\_\_ - \_\_\_\_ **Circle preferred #:** Home Work Cell

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_