

**KIDS IN DISCOVERY PRESCHOOL ENROLLMENT CONTRACT
2024-2025**

Student name: _____ (Student)

	9:00 am to Noon Program	Days	Tuition
<input type="checkbox"/>	2-year-olds 2-day program (must be 2 by September 30, 2024)	Tuesday, Thursday	\$2,430
<input type="checkbox"/>	2-year-olds 3-day program (must be 2 by September 30, 2024)	Monday, Wednesday, Friday	\$3,375
<input type="checkbox"/>	2-year-olds 5-day program (must be 2 by September 30, 2024)	Monday-Friday	\$4,725
<input type="checkbox"/>	3-year-olds 2-day program (must be 3 by September 30, 2024)	Tuesday, Thursday	\$2,250
<input type="checkbox"/>	3-year-olds 3-day program (must be 3 by September 30, 2024)	Monday, Wednesday, Friday	\$3,060
<input type="checkbox"/>	3-year-olds 5-day program (must be 3 by September 30, 2024)	Monday-Friday	\$4,500
<input type="checkbox"/>	Pre-Kindergarten 4-day program (must be 4 by September 30, 2024)	Monday-Thursday	\$3,870
<input type="checkbox"/>	Pre-Kindergarten 5-day program (must be 4 by September 30, 2024)	Monday-Friday	\$4,500

	Extended Day Program	Tuition
<input type="checkbox"/>	1-day Afternoon	\$1,350
<input type="checkbox"/>	1-day Morning and Afternoon	\$1,422
<input type="checkbox"/>	2-day Afternoon	\$2,475
<input type="checkbox"/>	2-day Morning and Afternoon	\$2,628
<input type="checkbox"/>	3-day Afternoon	\$3,564
<input type="checkbox"/>	3-day Morning and Afternoon	\$3,780
<input type="checkbox"/>	4-day Afternoon	\$4,320
<input type="checkbox"/>	4-day Morning and Afternoon	\$4,608
<input type="checkbox"/>	5-day Afternoon	\$4,860
<input type="checkbox"/>	5-day Morning and Afternoon	\$5,220

Parents enroll Student in Extended Day on the following weekdays (select all that apply):

Monday Tuesday Wednesday Thursday Friday

This Enrollment Contract for the Preschool’s 2024-2025 academic year (Contract) is entered into between Kids in Discovery Preschool, a ministry of Discovery United Methodist Church (Preschool) and the undersigned parents/legal guardians/other financially responsible parties, jointly and severally (Parents). In consideration of the terms below, the parties agree as follows:

1. Student Reservation. By entering into this Contract, Parents express the intent to enroll Student in the Preschool in the program(s) offered and selected by the Preschool above for the 2024-2025 academic year. Upon the Preschool’s receipt of the signed Contract, and the Preschool’s acceptance of the signed Contract, the Preschool will enroll Student in the Preschool, assign Student to the program(s) offered and selected above and undertake preparations to educate and support Student for the 2024-2025 academic year. Prior to June 1, 2024, Parents may withdraw Student’s enrollment in the Preschool under this Contract by delivering a written notice of withdrawal to the Preschool’s Director.

2. Deposit. Parents must submit a non-refundable deposit of an amount equal to one-ninth of Tuition (Deposit) and the signed Contract to the Preschool by June 1, 2024. The Deposit will be applied as a credit toward Tuition due. The Deposit is

non-refundable in all situations, including in situations of Student’s absence, withdrawal, dismissal or other separation from the Preschool.

3. Tuition. Tuition for Student’s enrollment in the Preschool is identified above with any 9:00 am to Noon Program and Extended Day Program offered and selected by the Preschool (Tuition). Parents will pay Tuition to the Preschool, as well as other costs, fees, expenses and charges incurred by or relating to Student (Fees). If scholarship or tuition remission is awarded or recognized by the Preschool and accepted by Parents, it will be applied as a credit toward Tuition due consistent with Preschool policy. Parents must pay Tuition to the Preschool in full in accordance with one of the following payment plans (select one):

<input type="checkbox"/>	Single Payment Plan	One-time payment of Tuition in full, due on or before June 1, 2024. If Parents select this Single Payment Plan, a 2% discount will be applied to Tuition.
<input type="checkbox"/>	9-Payment Plan	Nine consecutive, equal installment payments, each payment representing one-ninth of Tuition due, each payment due on or before the first day of each month beginning on September 1, 2024 and ending on May 1, 2025. If Parents select this 9-Payment Plan, the Deposit will be applied to the payment due on May 1, 2025.

The Preschool may charge late fees on missed or untimely payments, including a \$25 fee on any balance five or more days past due and a \$35 fee on any balance 15 or more days past due, assessed by the Preschool on a monthly basis, and a \$50 fee for returned checks.

4. Tuition Obligation. The Preschool has many fixed and other financial obligations. The Preschool relies on its contractual enrollment commitments when assessing and entering into such financial obligations. As a result, on and after June 1, 2024, Parents’ obligation to pay Tuition and Fees in full is unconditional for any 9:00 am to Noon Program and Extended Day Program offered and marked by the Preschool above. On and after June 1, 2024, no portion of Tuition or Fees will be refunded or cancelled for any reason, including in circumstances in which Student is absent, withdrawn, dismissed or otherwise separated from the Preschool. In the event the Preschool, in its discretion, accepts this Contract without having received the Deposit, or accepts the Deposit after June 1, 2024, Parents’ failure to timely pay the Deposit is no defense to enforcement of Parents’ unconditional obligation to pay Tuition and Fees under this Contract. At the time of entry into this Contract, actual damages to the Preschool in the event of a breach of this Contract by Parents are uncertain and difficult to determine with exactness. Recognizing that fact, in the event of withdrawal, dismissal or other separation of Student from the Preschool on or after June 1, 2024, Parents agree to pay Tuition in full as a liquidated damage. Parents agree payment of Tuition in full is a reasonable estimate of the Preschool’s damages in the event of withdrawal, dismissal or other separation of Student from the Preschool on or after June 1, 2024. Such liquidated damage, if applicable, will be immediately due by Parents to the Preschool in the event of Student’s separation. If Parents have not met all financial obligations to the Preschool, the Preschool may take any action it deems appropriate, including (a) prohibiting Student from attending the Preschool or Preschool events and programs, (b) not issuing or certifying Student’s course credits or other documents, (c) subject to applicable law, not complying with a records request on the basis that there exists an outstanding financial obligation to the Preschool and (d) separating Student from the Preschool.

5. Program Delivery. The Preschool is dedicated to providing an exceptional educational opportunity for all students. However, the Preschool cannot guarantee the standard, quality or educational outcome of Student’s education as a result of their enrollment in the Preschool. The Preschool generally strives for in-person instruction. At its discretion, depending on circumstances, the Preschool may elect to operate on a distance-learning basis or on a hybrid-learning basis involving both in-person and distance-learning education. The Preschool may also, at its discretion, elect to extend its academic year, adopt an alternative schedule or add to, modify or remove its schedule, course offerings, activities, programs, publications, location and personnel as circumstances may dictate.

6. Preschool Authority. All decisions regarding student enrollment, conduct, academic performance, class placement, advancement, financial account and the establishment, interpretation and enforcement of Preschool rules, policies and procedures are vested with the Director, and their designated alternate, at their absolute discretion. The Preschool may discipline Student if Student’s conduct, or a Parent’s conduct, is deemed unsatisfactory by the Preschool, up to and including

separation from the Preschool. Discipline may result from Student or Parent conduct taking place on or off Preschool property or through personal or Preschool systems, accounts, devices or equipment. Parents agree to pay for any damage to Preschool property caused by Student or Parents.

7. Preschool Policies. Parents and Student are bound by the Preschool's rules, policies and procedures, including those set forth in the Kids in Discovery Preschool Parent Handbook. None of the Preschool's rules, policies or procedures constitute or are intended to constitute an express or implied contract. The Preschool may add to, modify or remove its rules, policies and procedures at any time.

8. Cooperation. Parents will cooperate with the Preschool in all matters relating to the Preschool and to Student's enrollment, including education, development, conduct, health, curriculum and financial matters. A Parent's inability to cooperate with the Preschool may cause the Preschool to take action against Student, including dismissal of Student or restriction on Student's or a Parent's participation in Preschool activities. Parents agree to pay the Preschool's fees, costs and expenses, including its reasonable attorney's fees, expended by the Preschool as a result of a Parent's direct or indirect involvement of the Preschool in any divorce, custody or other family legal matter involving a Parent or Student, including subpoenas for Preschool records or Preschool or employee testimony. In addition, a court may have limited or denied a Parent's or another individual's access to or involvement with Student and Student-related documents. Parents will promptly provide the Preschool a copy of all operative legal documents relevant to Student's enrollment in the Preschool and to Student's records.

9. Verification. Parents certify that all information they have provided or caused to be provided to the Preschool, whether orally or in writing, is true and complete to the best of their knowledge. Parents certify that they have provided all information about Student relevant to Student's enrollment in the Preschool, such as information regarding mental, physical, emotional and health needs and challenges, as well as behavioral and disciplinary history. Parents agree to provide updates to relevant Student information and to provide new relevant information about Student to the Preschool as it materializes. False, incomplete, omitted or misleading information provided about Student, Parents, Parents' finances or otherwise may result in Student's suspension or dismissal from the Preschool.

10. Force Majeure. The Preschool will not be liable for any failure or delay in the performance of its duties or obligations under this Contract to the extent such failure or delay is caused by a force majeure or an event beyond the Preschool's reasonable control. Such events include but are not limited to: fire, flood, earthquake, hurricane, tornado, other natural disaster, act of God, war, government action, act of terrorism, riot, epidemic, pandemic, viral outbreak, strike, labor dispute or other major upheaval which renders performance of this Contract impractical, illegal, impossible or otherwise inadvisable. In such an event, the Preschool's duties and obligations under this Contract will be modified or suspended, at the Preschool's discretion, until such time as the Preschool determines that it may safely and ably resume performance. The Preschool will provide notification of such a suspension or modification by a reasonable time and method. During such a suspension or modification, Parents will make all payments due to the Preschool, and there will be no refund of Tuition, Fees or other payments previously made.

11. Indemnification. Parents, for themselves and on behalf of Student, agree to indemnify, defend and hold harmless the Preschool, Discovery United Methodist Church (Church) and each of the Preschool's agents, employees, trustees, directors, officers, representatives, successors and assigns (each, an Indemnitee), from and against any and all claims, demands, causes of action, lawsuits or other proceedings brought or threatened against the Preschool, the Church or any Indemnitee (each, a Claim), and to pay all of the Preschool's, the Church's and each Indemnitee's costs in connection with any Claim, including but not limited to judgments, amounts paid in settlement, fines, penalties, forfeitures, liabilities, damages, costs, expenses and fees (including reasonable attorney's fees through final appeal), of whatever kind or nature, in any manner, directly or indirectly arising out of or in connection with: (a) Parents' breach of this Contract, (b) Student's enrollment in, participation with or separation from the Preschool, (c) Parents' relationship with the Preschool, (d) the Preschool's involvement in any Parent divorce, custody or other family legal matter, (e) personal injury or illness to a Parent or Student which is not the result of gross negligence or willful misconduct by the Preschool, (f) damage to or loss of personal property of a Parent or Student or (g) damage to the Preschool property or equipment by a Parent or Student. The Preschool will not be liable for any special, indirect, consequential, lost profit or punitive damage.

12. Miscellaneous. This Contract constitutes the entire agreement between the parties with respect to Student’s enrollment in the Preschool during the 2024-2025 academic year and supersedes all prior and contemporaneous agreements between Parents and the Preschool with respect to Student’s enrollment in the Preschool during the 2024-2025 academic year. The Preschool may, but has no obligation to, enter into a subsequent enrollment contract with Parents relating to Student. This Contract may be amended only by a written agreement signed by all parties. The headings contained in this Contract are for reference only. Throughout this Contract, unless context requires, plural words may be construed to mean the singular and vice-versa. This Contract will in all cases be construed as a whole, according to its fair meaning and not strictly for or against any party. Waiver by a party of any breach of any provision of this Contract will not operate as a waiver by that party of any subsequent breach. The real or perceived existence of any claim or cause of action by Parents or Student against the Preschool, whether predicated on this Contract or another basis, will not relieve Parents’ obligations under this Contract and will not constitute a defense to the enforcement of this Contract by the Preschool. The sections of this Contract are severable, and if any section of this Contract is for any reason held to be invalid or unenforceable, the remaining sections will not be affected thereby. This Contract will be governed by and subject to the laws of the Commonwealth of Virginia. This Contract will be subject to the exclusive jurisdiction of the courts of the County of Henrico, Virginia or the United States District Court for the Eastern District of Virginia, Richmond Division. All parties agree to personal jurisdiction in any such venue. The parties knowingly waive the right to a trial by jury in any legal action relating to this Contract or the relationship it establishes. If the Preschool engages legal counsel to enforce or defend any section of this Contract, and the Preschool prevails in such enforcement or defense, Parents will pay the Preschool’s costs, expenses and fees incurred in such action, including its reasonable attorney’s fees through final appeal. If Parents initiate and then voluntarily dismiss (for whatever reason) a legal claim against the Preschool relating to this Contract or the relationship it establishes, the Preschool will be the prevailing party under this Contract as a result of such voluntary dismissal.

13. Electronic Signatures. This Contract is expected to be signed by all Parents. By signing this Agreement, each Parent assumes joint and several financial responsibility for Tuition, Fees and other charges incurred by or relating to Student. By electronically signing this Contract, Parents acknowledge that (a) they intend to enter and are entering into this Contract with the School, (b) they have read, understand and agree to the terms of the Contract, (c) they are willingly acquiescing and intending to conduct an electronic transaction, and (d) their electronic signatures on the Contract are legally binding and are equivalent to their signatures as if handwritten.

Understood, accepted and agreed:

Parent Name	Signature	Date
Parent Name	Signature	Date
Authorized Preschool Representative Name and Title	Signature	Date