



DEVILLIER

EDUCATIONAL CENTER, LLC

2020-2021 Tutoring Enrollment Contract

This contract is hereby entered into between Devillier Educational Center (DEC), LLC and

(parent(s)/legal guardian(s) name) _____

the parent(s)/legal guardian(s) of _____

In consideration of the covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. Parent(s)/legal guardian(s) will pay all fees and tuition for the educational services provided by DEC to the student in accordance with the following provisions:

- a) **Schedule:** The tutoring program consists of 1-hour sessions Monday through Thursday. Please indicate your preferred time:

Mondays _____

Tuesdays _____

Wednesdays _____

Thursdays _____

If that time is not available, you will be contacted in order to make other arrangements. A calendar of holidays is attached to this contract.

- b) **Tuition:** Monthly tuition shall be paid to DEC in full by the parent(s)/legal guardian(s) on the 1st day of each month of the term of the contract. Failure to pay said tuition by the 11th of the month in which it is due shall result in an additional TWENTY-FIVE AND NO/100 (\$25) DOLLARS added to the tuition as a late charge. If tuition is not paid by the 25th of the month in which it is due, the student shall be expelled from the program. The monthly tuition is non-refundable, regardless of whether this contract is terminated by either party or whether the student withdraws from DEC's tutoring program prior to completion of the month for which the tuition is paid, and regardless of whether the student is absent for all or any of the days of the month for which the tuition is paid. For the purpose of proration or for single sessions, tuition is THIRTY-FIVE (\$35) DOLLARS per hour. Monthly tuition is as follows:
\$105 per month for one session per week
\$210 per month for two sessions per week
\$105 x n per month for n sessions per week
- c) **Fees:** A one-time fee of THIRTY (\$30) DOLLARS for registration shall be paid by parent(s)/legal guardian(s) upon the execution of this contract, in default of which this contract shall be null and void. This fee is non-refundable, regardless of whether this contract is terminated by DEC or by the parent(s)/legal guardian(s) at any time after its execution, and regardless of whether the student withdraws from DEC's tutoring program at any time after the execution of the contract.
- d) **Term:** The term of student's enrollment in DEC's tutoring program shall be from August 10, 2020 through May 20, 2021, or if this contract is executed subsequent to August 10, 2020, then the term shall be from the date that this contract is executed to May 20, 2021.
- e) In the event that DEC sustains any loss of or damage to property owned or leased by it as a result of the actions, conduct and/or fault of the student or the parent(s)/legal guardian(s), the parent(s)/legal guardian(s) shall be responsible for and immediately pay all costs or fees incurred in repairing or replacing the damaged property.

- f) Failure to pay the monthly tuition and fees set forth hereinabove shall result in the immediate termination of this contract by DEC; however, DEC's choice not to terminate immediately does not negate its ability to do so in the future.
 - g) Should the parent(s)/legal guardian(s) elect to terminate this contract or the student withdraws from DEC's tutoring program prior to or during the term of enrollment, the parent(s)/legal guardian(s) shall provide DEC with written notice of same no less than thirty (30) days prior to the effective date of termination or withdrawal. In such event, parent(s)/legal guardian(s) shall pay the full amount of monthly tuition and fees which would otherwise become due and payable during the said thirty (30) day period, regardless of whether the student receives DEC's educational services during the said thirty (30) day period and regardless of whether the thirty (30) day period expires prior to the end of the month for which the tuition is paid.
 - h) **Attendance:** As stated above, no refunds of monthly tuition will be granted for absences. If DEC cancels a session for the (2020-2021) academic year due to inclement weather, emergencies or other such situations, the missed session will be rescheduled. *No refunds or makeup sessions will be granted for closures due to holidays. See page four of this contract for the list of holiday closures.*
- 2. **Supplies:** All students are required to bring paper, pencils, books (used in class), and a calculator (if calculator is allowed by teacher).
 - 3. **Group Sessions:** All sessions are group sessions.
 - 4. Parent(s)/legal guardian(s) agree and understand that DEC is not a private or public school. Rather, DEC is a privately operated facility providing educational services to individual students. All fees and tuition paid pursuant to this contract are for such educational services only.
 - 5. DEC is under no obligation to create and furnish transcripts, report cards, or other documentation of the student's work and progress in DEC's tutoring program. DEC may, however, in its sole discretion, do so upon request, but in no event will such transcripts, report cards, or documents be created or furnished if any fees or tuition under this contract is due and outstanding. Furthermore, if DEC does elect to produce such documents, it will do so only after assessing a fee for the production of said documents.
 - 6. DEC reserves the right to terminate this contract and/or dismiss the student from its tutoring program if, at any time, DEC determines, in its sole discretion, that the conduct or cooperation of the student or parent(s)/legal guardian(s) is not in keeping with the Rules and Regulations of DEC. Parent(s)/legal guardian(s) acknowledge that they have received a copy of DEC's Rules and Regulations which was attached to this contract and is also available on DEC's website at www.DevillierEdu.com.
 - 7. Insofar as the student is concerned, DEC does not guarantee or warrant the success or effectiveness of its tutoring program. The parent(s)/legal guardian(s) agree and understand that such success and effectiveness is dependent primarily upon the cooperation and efforts of the student.
 - 8. The parent(s)/legal guardian(s) agree that DEC is not the guardian or custodian of the student. The parent(s)/legal guardian(s) agree to protect, indemnify, defend and hold DEC harmless from any damages, claims, actions or causes of action occasioned through the actions or fault of the student.
 - 9. Should either party to this contract fail to fulfill or breach the terms and obligations of this contract, the party aggrieved thereby shall have the right to initiate legal proceedings to enforce the terms of the contract. Venue for such legal proceedings shall be the 27th Judicial District Court in and for St. Landry Parish, Louisiana. In the event of such legal proceedings, the prevailing party shall be entitled to the recovery of reasonable attorney's fees and costs incurred in connection with said legal proceedings.
 - 10. The parties hereto agree that the terms of this contract shall be construed in accordance with Louisiana law. In addition, they agree that the terms of this contract shall not be viewed or construed more favorably to the party who did not prepare the contract.

We, the parent(s)/legal guardian(s), agree that we have read the contents of this contract carefully and fully understand the contents thereof. We also acknowledge receipt of the entire contract which includes ten (10) sections, a calendar of holidays, and a Rules and Regulations page.

PRINT NAME: _____ PRINT NAME _____
(parent or guardian) (parent or guardian)

SIGNED: _____ SIGNED: _____
(parent or guardian) (date) (parent or guardian) (date)

SIGNED: _____
(Dr. Chris G. Devillier) (date)

Personal Information

Student's Name _____ School Name _____

Grade Level _____ Student's Date of Birth _____ Student's cell# _____

Parent's Name _____ Cell# _____

Parent's Name _____ Cell# _____

Address _____

Physical Address (if different than above) _____

Email _____
(if no email please put your cell# and cell phone service provider so that emails can be sent through text)

Parent's Occupational Title _____

Parent's Place of Employment _____

Emergency Contact _____

July2020 <table><tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr><tr><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td></tr><tr><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr><tr><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr><tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td></tr><tr><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td></tr></table>	S	M	T	W	T	F	S				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		DEVILLIER EDUCATIONAL CENTER TUTORING PROGRAM CALENDAR 2020-2021	January2021 <table><tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td>1</td><td>2</td></tr><tr><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td></tr><tr><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td></tr><tr><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td></tr><tr><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td></tr><tr><td>31</td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	S	M	T	W	T	F	S						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31						
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Rules and Regulations

The general guiding principles are that students and parent(s)/legal guardian(s) should remain orderly, should avoid the endangerment of all others, and should be respectful to all others while on campus. The majority of the following rules and regulations are merely specific examples of these guiding principles. The following list is not intended to be exhaustive, and Devillier Educational Center (DEC) reserves the right to apply the general principles without having to cite a specifically listed example.

While the following are not explicitly prohibited, each faculty member or staff member has the authority to limit or prohibit such activities on a classroom basis or an individual basis.

- Eating and drinking in class,
- Chewing gum on campus,
- Listening to music via an ipod or similar electronic device,
- Using cell phones, ipods, electronic tablets, and laptops.

This policy is designed to promote responsibility; therefore, an individual's privileges may be curtailed without affecting the privileges of other students.

Student requirements:

Student shall complete homework assignments, shall bring those completed assignments to class when due, and shall bring paper, required books, and a writing utensil to class.

The following are prohibited on campus:

- Use of tobacco products,
- Reckless driving in the parking lot,
- Possession or use of alcohol or any illegal drug,
- Presence on campus while under the influence of alcohol or an illegal drug,
- Fighting, stealing, lying, cursing, harassment of students, parents, faculty members, or staff,
- Use of profane, sexist, or racist language.

Failure to abide by the above shall result in detention or expulsion of the student as determined by DEC's faculty or administration.