

Admission Contract

as per § 5 para. 6 of the Schulunterrichtsgesetz (School Education Act), BGBI. no. 139/1974 as amended

concluded between

the school provider:

MCA - Mayflower Christian Academy – International School of Vienna – Association for the support of working parents, for the creative support, care and education of children between the ages of 5 and 18, as well as for the support of socially less advantaged groups through the establishment and operation of childcare facilities, educational facilities, schools and welfare facilities. 1100 Vienna, Van der Nüllgasse 29

the school:

Mayflower Christian Academy MCA[®] International School of Vienna A confessional private school with its own constitution approved by the Free Churches (Freikirchen) in Austria & authorized by the Vienna Board of education 1100 Vienna, Van der Nüllgasse 29

and the student:

| [Last Name and First Name] | [Birth Date] | [Place of Birth] |
|---------------------------------------|---|---|
| [Male/Female] | [Official Religious Confession] | [Citizenship] |
| [Native Language 1] | [Second Language] | [Social Security No.] |
| [ZIP Code, City] | [Street, House Number, Staircase,Door (Home A | ddress)] |
| Phone: +43 (1) 641 94 95 (Fax: 23) | | count: IBAN: AT 94 3200 0000 0748 0098 BIC: RLNWATWW |
| July 2016 | www.mayflower-christian-academy.at | Page 1 of 11 |



represented by:

| FATHER | | Guardian Y/N | | |
|---|---|---------------------------------|--|--|
| [Last Name and First Name] | [Birth Date] | [Citizenship] | | |
| [Email Address] | [Official Religious Confession] | [Occupation] | | |
| [Married yes/no] | [Phone Number 1] | [Social Security No.] | | |
| [ZIP Code, City] | [Street, House Number, Staircase, Door (Hom | e Address)] | | |
| | | | | |
| | | | | |
| MOTHER | | Guardian Y/N | | |
| | [Birth Date] | Guardian Y / N [Citizenship] | | |
| [Last Name and First Name] | [Birth Date] [Official Religious Confession] | [Citizenship] | | |
| MOTHER [Last Name and First Name] [Email Address] [Married yes/no] | | [Citizenship] | | |

The student is admitted as a non-/ordinary student for

the academic year _____/ grade to enter ____ date to enter __. __.201__.



School Fees

One-Time Fees

| Security Deposit | € 310,- will be refunded after withdrawal from school (see contract article VI (2)). |
|-----------------------|--|
| Registration Fee | € 490,- non-refundable |
| School Readiness Test | € 100,- will be refunded in 1 st month of school |

<u>Tuition</u>

Primary School ($0^{th}-4^{th}$ Grade) \in 5.400, - p.a. \in 450, - p.m. (12 x September–August)

Lunch is included from Monday to Thursday.

- A <u>2 per cent</u> cost reduction is granted if the annual fee is received within the first 4 weeks after school entry.
- Sibling discount: 2^{nd} child at MCA: € 382,50, 3^{rd} child at MCA: € 337,50

| Early Birds Childcare at school from <u>7:00am</u> until classes start at <u>7:45am</u> | € 25,- / p.m. |
|---|---------------|
|---|---------------|

Noah's Ark / MCA Campus Modell

The following school fees apply for all children who have already attended the Noah's Ark kindergarten:

One-Time Fees as stated above

Tuition – Incremental Arrangements

| Primary School I | 1 st grade | € 4.680,- p.a. | € 390,- p.m. (12 x September–August) |
|------------------|-----------------------|----------------|--------------------------------------|
| | 2 nd grade | € 5.040,- p.a. | € 420,- p.m. (12 x September–August) |

→ (results in a reduction of $\underline{\in 720, -p.a.}$ in the 1st and $\underline{\in 360, -p.a.}$ in the 2nd school year)

Primary School II 3^{rd} and 4^{th} grade \in 5.400, p.a. \in 450,-p.m. (12 x September–August)

Lunch is included from Monday to Thursday.

- A <u>2 per cent</u> cost reduction is granted if the annual fee is received within the first 4 weeks after school entry.
- Sibling discount: 2nd child at MCA: € 382,50, 3rd child at MCA: € 337,50

Early Birds Childcare at school from <u>7:00am</u> until classes start at <u>7:45am</u> € 25,- / p.m.



TOTALS SHEET

Student's Name:

| Registration Fee | | € 490,- | | |
|--|--|---------|---|---------------|
| Security Deposit | 4 | € 310,- | - | |
| Tuition (Mo – Thu 8:00am to 3:00pm incl. lunch) Friday 8:00 to 12:25 without lunch O | Payment by instalments 12 x p Dne time payment of annual fee (2 per c | | | |
| Charges for School Readiness Test (will be | e refunded in 1 st month of school) | | | € 100,- paid |
| Early Birds Childcare from 7:00 to 7:45am | ١ | | | € 25,- / p.m. |
| Special Agreements: Description: | | | | |
| • | | | | |

The contract can be concluded once the following requirements are met: submission of the admission contract, completion of the school readiness test as well as the payment of the registration fee and the security deposit mentioned below by bank transfer to the school's account AT94 3200 0000 0748 0098, BIC: RLNWATWW.

The student will be admitted to the school once the school provider <u>and</u> the custodial parent representing the student have <u>signed the admission contract</u>.

General information regarding the student's state of health:

The student is: \square Please check:



not healthy

Please also let us know about any allergies:

At the beginning of the school year, you will be given a questionnaire about your child's health by our medical officer. Please return the completed form to the school a.s.a.p. Your child will be examined by our medical officer at school entry as well as in 4th grade.

Option – Day Care NOAH'S ARK

The operator of the kindergarten Noah's Ark offers an expanded afternoon childcare service at the Noah's Ark day-care center. The following reduced fees apply for all students of the MCA:

If you wish to use the day-care services of Noah's Ark Kindergarten you will have to sign an <u>additional</u> <u>contract</u> with Noah's Ark (for prices please check appendix 2).



I. Faith Based Private School

The school provider is a non-profit association. The school is a faith based private school recognized by the legally recognized church "Free Churches in Austria" (FKÖ).

The faith based private school is a private school with its own constitution and a member of the confession of the Free Churches of Austria. It is therefore not a private school with a legally regulated description of the school type, but is authorized by the Vienna Board of Education and the Austrian Ministry of Education.

The motivation and the goals are set forth in the student's handbook, which also contains the school's rules. Compliance with the student's handbook secures a beneficial time together with as little conflict as possible. The handbook can be found on the school website and in the school office.

As a faith based private school, MCA completely and fully supports the value-based educational principle expressed in the Federal Constitutional Law Art. 14 (5a):

Democracy, humanity, solidarity, peace and justice as well as openness and tolerance towards people are the elementary values of the school, based on which it secures for the whole population, independent from origin, social situation and financial background a maximum of educational level, permanently safeguarding and developing optimal quality. In a partnership - like cooperation between pupils, parents and teachers, children and juveniles are to be allowed the optimal intellectual, mental and physical development to let them become healthy, self-confident, happy, performance-oriented, dutiful, talented and creative humans capable to take over responsibility for themselves, fellow human beings, environment and following generations, oriented in social, religious and moral values. Any juvenile shall in accordance with his development and educational course be led to independent judgement and social understanding, be open to political, religious and ideological thinking of others and become capable to participate in the cultural and economic life of Austria, Europe and the world and participate in the common tasks of mankind, in love for freedom and peace.

The values offered by the school are based specifically on the Christian faith as stated in the profession of faith of the Free Churches in Austria:

It is the "particular responsibility" of the school to "create a space in which the spirit of freedom and love of the gospel are alive".

The students and their guardians commit themselves to act according to the character of the school as a faith based private school and to do everything that enhances the full accomplishment of the educational goals of the school.

The students and their guardians acknowledge that during regular school days devotional times are held on a regular basis, prayers are spoken, and the Christian Holidays (like Christmas, Good Friday, Easter, Ascension Day, Pentecost) are honored.

II. Admission

The student is admitted to the above-named school.

An additional contract has to be signed for early morning and afternoon childcare.

The completion of the school readiness test is required for the finalization of the contract for all students of 0th/1st grade and is carried out by the school management.

By signing the contract, the student or his/her guardian confirms that he/she was informed properly in a personal meeting about the teaching methods, lesson contents, curriculum as well as the taught and lived Christian values and principles.



III. Religious Education

For all students who are members of a legally recognized church or religious community, religious education in their faith is a compulsory subject.

All students who are members of a legally recognized church or religious community are therefore generally obliged to participate in denominational religious classes of their faith, unless participation would only be possible under unacceptable conditions.

Students with no religious affiliation, as well as students who are members of an officially registered religious denomination, are entitled to participate in religious classes offered by a legally recognized church or religious community, as far as the concerned legally recognized church or religious community allows this.

Guardians take note: if students with no religious affiliation or those who are members of an officially registered religious denomination cannot participate in any religious education, no special care or supervision can be offered by the school while the other students are participating in religious classes, although students may stay inside the school building.

IV. Contractual Period

The contractual relationships ends on termination of the school type that the contract is based upon. Regardless of this, each party with a cancellation period of one month may terminate the contract <u>with effect at the end of</u> <u>each school year</u>. The contract can be canceled at the earliest to the end of the first school year. The school year ends on August 31st.

V. <u>Termination for Important Reasons</u>

The school provider has the right to terminate this contract early with immediate effect for important reasons, especially if

- a) the student severely violates his/her obligations as per § 43 of the Schulunterrichtsgesetz (School Education Act) and the application of corrective measures as per § 47 of the Schulunterrichtsgesetz or measures pursuant to the house and school rules remain unsuccessful,
- b) the student's behavior represents a constant threat to other students or other individuals working at the school in regards to their morality, physical security or property,
- c) the student or his/her guardian(s) commits a criminal act against the above-named school, other students or other guardians,
- d) the student or his/her guardian(s) no longer wishes to respect the character of the school as a faith based private school, repeatedly violates the school rules as set forth in the students' handbook, or, through his/her insistent behavior, places a threat to the achievement of the educational goals of the school,
- e) incorrect information has been given for the finalization of this contract (concerning the status of health, school readiness etc.),
- f) in the evaluation of the school's management, the student is unable to integrate him- or herself into the school or appears to have severe problems to do so,
- g) the obligation to pay the complete registration fee, security deposit or tuition has not been fulfilled despite an adequate extension set by the school.



VI. Payment Obligations

Registration Fee:

A registration fee must be paid upon the completion of this contract (see Totals Sheet page 4) as a non-refundable fee as per § 1336 ABGB (Austrian General Civil Law). Even in the case of the student's non-compliance with the admission contract the amount remains with the school provider.

Security Deposit:

A security deposit must be paid upon the completion of this contract (see Totals Sheet page 4). The deposit serves as a compensation for all claims of the school provider; when used it must be replenished upon request and will be returned within three weeks after the termination of contractual relationships.

Depository:

The student and his/her guardians commit themselves to pay depositories/advance payments for small ongoing expenses (e.g. trip expenses, work contributions) as appointed by the class teacher, which must be paid in cash and must be refilled regularly depending on the rate of consumption.

Agreed amounts for additional activities must be paid even if the student for whatever reasons wants to cancel his/her binding registration for a specific activity.

Tuition:

The student and his/her guardians jointly commit themselves to pay the tuition for the duration of the contractual relationship.

Due to rental fees, employment contracts, teaching material etc. the tuition and/or the school budget is determined for the full school year. The school provider adapts the tuition each year with effect from September 1st, depending on the increased or decreased costs of the school provider. The respective amount of the tuition is communicated two months before the beginning of the school year.

The annual tuition may be paid in 12 equal monthly installments. A 2 per cent cost reduction is granted if the annual fee is received within the first 4 weeks after school entry. Sibling discounts are broken down in the school fees section (see page 3).

Schools fees are paid by direct debit. A direct debit mandate, as found in the Appendix 1, must be submitted at conclusion of the contract at the latest.

In case of termination of the contract for important reasons as specified under item V. of this contract, tuitions must be paid in full for each started month.

In the case of withdrawal from the contract up to three months before the start of the contract, any amounts already paid will be refunded with the exception of the registration fee.

Due Date and Delays:

If a direct debit mandate should not be possible in very exceptional cases, the tuition may be paid in advance prior to the 5th of each month. Costs allocated in specific cases are generally due within 14 days after invoicing. Whenever the tuition becomes past due despite written requests and an extension of time, the student will be withheld from classes until settlement is made. Any written records, assessments and especially grade reports will not be issued until all debts have been settled completely.

In case of late payments € 12,00 will be charged for each payment reminder as well as default interest at a rate of 10 per cent p.a. Possible claims for damages shall remain unaffected.

Contract Entry:

The payment obligation of the guardians named in the contract only ends when the school provider consents to the contract entry of new guardians in writing.



VII. Right to Image and Copyright

The student consents to the use of images of him- or herself – especially those that have been made at school – for publications of the school, be it on the Internet or in any other way, provided that the images are not derogatory or distorted in any way. The student transfers the unlimited right of use of all of his works protected by copyright that are produced in connection to the school to the school provider. All granting of rights of use are provided free of charge.

VIII. Health Status

The student, or his/her guardians, must complete the parents' questionnaire concerning the student's health status. If there are concerns about the completeness and correctness of the given information, especially concerning the health and school readiness of the student, the school management shall be entitled to demand proof, especially medical or therapeutic certificates, even after termination of the contract. All disclosed information is treated with discretion.

Information about any medical care the student receives is only used in cases of emergency. Any medical care and assistance a student might need lie within the sole responsibility of his/her guardians, even in the case of an illness during school hours.

IX. <u>Miscellaneous</u>

The present contract remains valid also in the case of a possible restoration or renovation of the school facilities or the school building. In this case, the school will continue to provide schooling at a different location within the city of Vienna. The present contract also remains valid in the case of a relocation of the school location within Vienna.

The present contract remains valid also in the case of any unforeseen short-term interruption of schooling, e.g. in the case of contagious diseases.

There are no written or verbal subsidiary agreements to this contract. Any amendments or additions to this contract require written form in order to be effective. Fax, SMS, E-Mail or the like do not fulfill this requirement.

All appendices to this contract form an integral part of this contract.

Information about any change of contact information or personal circumstances must be provided to the school immediately and provable in written form.

Deliveries are made legally effective to the last known address.

All liability of the school provider for any property damages shall be excluded in the case of slight negligence.

The nullity or cancelation of individual provisions of this contract does not affect the legal effectiveness of the remaining provisions; in this case those agreements are considered binding that are legally effective and that come closest to the original intention.

This will also be applied in the case of a contractual gap.



X. Place of Jurisdiction

For any disputes arising under or in connection with this contract, the contracting parties agree on the local jurisdiction of the local and competent court for the 1st district of Vienna. The substantive law of the Republic of Austria applies.

For the school provider:

(Place/Date of contract completion)

(school stamp)

For the student:

Signature of FATHER Representing the underage student For the student:

Signature of MOTHER Representing the underage student

For the custodial parent:

Signature of FATHER

For the custodial parent:

Signature of MOTHER

Appendices:

- Direct Debit Mandate
 - Prices for Noah's Ark Daycare -

Appendix 1 Appendix 2



APPENDIX 1

Information for the

Direct Debit Mandate

| Payment Recipient: | MAYFLOWER Christian Academy |
|--------------------|-----------------------------|
|--------------------|-----------------------------|

IBAN: AT94 3200 0000 0748 0098 BIC: RLNWATWW

Depositor: Please insert your personal information here:

Account holder

Name:

IBAN: _____

BIC: _____

Information for direct debit mandates: Please insert your child's name here:

When registering more than one child please sign one mandate for each child.

First payment: _____

Signature:



APPENDIX 2



For the offered day-care services an additional contract has to be signed with Noah's Ark.

The operator of the kindergarten Noah's Ark offers an expanded afternoon childcare service for your child at the Noah's Ark day-care center following the regular classes (**Monday to Thursday 3:00pm-5:00pm, Friday 12:15pm-5:00pm**). You may choose between 3 different options.

Option 1: "full"

Complete care from Monday to Friday from <u>September to June</u> € 115,-/month

Holiday arrangements (8:00am - 5:00pm):

Possible care costs during Christmas, Semester and Easter breaks are already included.

Summer break July & August

€ 15,- / day = € 300,- / month

Option 2: "specific days"

| Registered only for specific days (e.g. every Monday and Wednesday) <u>from September to June</u> | € 10,- / day |
|---|--------------|
| Holiday arrangements (8:00am – 5:00pm): | |
| Christmas, semester, Easter- and summer breaks (July & August) | € 15,- / day |
| Option 3: "different days" | |
| Registered at short notice for specific days until 5:00pm from September to June | € 15,- / day |
| Holiday arrangements (8:00am – 5:00pm): | |
| Christmas, semester, Easter and summer breaks | |

(July & August)

€ 15,-/day