



2021-2022 Enrollment Contract

Name of student	
Street address	
City, State, Zip Code	
Full name of person responsible for tuition	Phone
Email (please print clearly)	

This contract is between Franklin Montessori Schools and the parent or guardian of the above named student. (MSDE Licenses: #33666 Franklin Country Day Montessori School, #33523 Franklin Montessori School)

Enrollment Procedure: The enrollment procedure begins with notification that a space is available for your child. Children are eligible to attend school when all required health and emergency forms, signed enrollment contract, annual student fees and tuition have been received.

Eligibility: Children enrolling in the Primary classes must be toileting independently. Children still working towards independence can be enrolled in our other programs.

Children with Special Needs: At Franklin Montessori Schools we strive to make reasonable accommodations to meet the developmental and social needs of every child. If you feel your child has needs that require special consideration, please schedule an appointment with the Head of School.

New Student Fees: For students enrolled in Franklin's Toddler and Primary classes the \$550 **non-refundable** annual student fees are due at the time of acceptance to reserve your child's place.

Tuition Deposit: For students enrolled in the Infant Program the \$1,000 **non-refundable** tuition deposit is due at the time of acceptance to reserve your child's place.

Returning Student Fees: For all returning students the \$250 **non-refundable** annual student fees are due at the time of re-enrollment to reserve your child's place.

Period of Enrollment: This signed contract is a request that the school reserve a place for my child for the 2021-2022 school year. Upon acceptance of the Enrollment Contract by Franklin Montessori Schools, I agree to pay the entire yearly tuition as set forth in this Agreement in monthly installments. I understand and agree that there will be no refund, credit, or remission of fees or tuition in the event of the closing, absence, withdrawal, or exclusion of the Student from Franklin Montessori Schools except as provided in the **Withdrawal From School**, the **Mandatory Withdrawal Policy** or unless I agree to participate in the Tuition Protection Plan as described below. I understand that although tuition is paid in installments, tuition cannot be prorated and is not related to the number of school days.

Force Majeure: In order to preserve the integrity and longevity of the program and retain essential staff during an emergency situation, it is agreed that in the event of any failure or delay in the School's performance for a period of more than three (3) consecutive days resulting from Force Majeure event (i.e. causes beyond the School's reasonable control and occurring without its fault or negligence) including without limitation, acts of God, fire, pandemic, epidemic, government restrictions, wars, threats or acts of terrorism and insurrections, the tuition obligations under this Agreement shall continue without refund, credit, or remission unless I participate in the Tuition Protection Plan or Withdraw From School as outlined below. The School shall not be liable and no amounts paid will be refunded for any such failure or delay in its performance caused by Force Majeure. Any parent wishing to withdraw from the program during a closure may do so by utilizing the withdrawal policy as stated in this agreement.

Tuition Protection Plan Options: I understand that I have the option to participate in the Tuition Protection Plan. If I elect to participate in the Tuition Protection Plan, I will pay a non-refundable annual fee due at the time of my first installment payment. I am still committed to pay the entire annual tuition due under this agreement in the installment payments as outlined in this agreement ("Installment Payments Due"), but if the school is unable to provide in-person learning (hereinafter "closed") for a period of more than three (3) consecutive days due to a non-weather related Force Majeure (as defined in this agreement) I will receive a credit against my next monthly installment payment in the amount outlined below based on the plan that I choose. No tuition or fees previously collected will be refunded nor tuition that is past due will be forgiven. I will still have the option to exercise my right to withdrawal as outlined in this agreement. If I have not exercised my right to withdrawal, then tuition obligations will resume when the Force Majeure event ends until the end of the contract period. This plan may be used more than once during the term of this agreement.

Plan 1.

If the school is closed due to a non-weather related Force Majeure (as defined in this agreement) for a period of more than three (3) consecutive days, I will be credited by 50% of the prorated amount of in-person learning days offered divided by the school days scheduled on the published school calendar for the program I am enrolled ("Credit"). The Credit will be applied to my next Installment Payment Due. Any amount of Credit in excess of the Installment Payment Due will be applied in equal amounts to all future Installment Payments Due until the Credit is fully used to offset any tuition due. A credit may not be converted into a cash refund. By exercising this option my child will be able to participate in any distance learning offered by the school, at its sole discretion, during the Force Majeure closing.

Plan 2.

If the school is closed due to a non-weather related Force Majeure (as defined in this agreement) for a period of more than three (3) consecutive days, I will be credited by 100% of the prorated amount of in-person learning days offered divided by the school days scheduled on the published school calendar for the program I am enrolled ("Credit"). The Credit will be applied to my next Installment Payment Due. Any amount of Credit in excess of the Installment Payment Due will be applied in equal amounts to all future Installment Payments Due until the Credit is fully used to offset any tuition due. A credit may not be converted into a cash refund. By exercising this option my child will be able to participate in any distance learning offered by the school, at its sole discretion, during the Force Majeure closing.

Tuition Protection Plan Options

Please initial below to indicate your choice on whether to participate in the Tuition Protection Plan:

_____ I would like to participate in Tuition Protection Plan 1. The cost of this plan is \$1,100.00 due at the time of time of the first tuition installment payment.

_____ I would like to participate in Tuition Protection Plan 2. The cost of this plan is \$2,200.00 due at the time of time of the first tuition installment payment.

_____ I decline to participate in the Tuition Protection Plan and acknowledge I am responsible for the entire tuition due and there will be no refund, credit, or remission of fees or tuition.

Notice of Cancellation: I agree to assume full responsibility for the tuition due unless written cancellation of this contract is received by Franklin Montessori Schools' office within two weeks of the date I have signed this contract. I also understand that, in the event of cancellation, the Annual Student Fees will not be refunded. Paid tuition will only be refunded as per our withdrawal policy.



Change of Calendar or Hours: I understand that I can request to change calendar and/or hour options once per contracted year. Requests are considered on a space available basis and will be made at the sole discretion of Franklin Montessori School. No calendar changes will be approved during a Force Majeure closing. Program changes will be confirmed in writing. Payment is due at the time of the agreement.

10 month and 11 month calendars\$40 fee to change calendar and/or hours
12 month calendar.....\$500 fee to change calendar

Withdrawal Policy: In consideration for the timely payment of the annual tuition, all fees, and compliance with the policies of Franklin Montessori Schools as explained in the school handbook, the student may withdraw from school and terminate this agreement under the following conditions:

1. A written letter of intent to withdraw is submitted to the Franklin Montessori Schools accompanied by a non-refundable withdrawal fee (**\$500 10 and 11 month calendars, \$1,000 12 month calendar**). The letter shall be effective on the first day of the calendar month following the date of submission (“the Effective Date”).
2. Sixty (60) days from the Effective Date, the student shall be considered to have voluntarily withdrawn from Franklin Montessori Schools (“the Withdrawal Date”).
3. Any payments due after the Withdrawal Date shall be canceled, except any outstanding balances accrued up to the Withdrawal Date.
4. After the Withdrawal Date, annual, semester and installment payments as well as any prepayments shall be refunded to the extent they exceed any tuition due under this contract.
5. All fees, including the annual student fees are non-refundable.

Mandatory Withdrawal Policy: Franklin Montessori Schools may temporarily exclude or permanently terminate a child’s enrollment as follows:

Withdrawal with two weeks notice may result for the following reasons:

- Parental failure to abide by school policies and Enrollment Contract
- School’s program is not meeting developmental or special needs of the child as determined by the Head of Schools

Immediate withdrawal without prior warning may result for the following reasons:

- Conduct of parent, guardian or child that the school administration or owner of the school, in his or her sole and absolute discretion, determines is threatening to the well-being, safety or stability of the children or staff.
- An account that is past due for fifteen days and/or disregard of tuition policies
- A pattern of late pick-up as determined by the administration
- Health or behavioral reasons on the part of the child

Late Payments: A \$25 late payment fee will be posted to your account after any payment is five days past due. In the event any payment shall be more than fifteen days late, Franklin Montessori Schools have the right to withhold any and all services for the child and/or parent. Franklin Montessori Schools will require immediate payment of the full amount of the tuition and any other costs which have not been paid, including accelerating any payment plans selected by me in this contract. I agree to reimburse Franklin Montessori Schools for all costs and expenses incurred enforcing this contract. I agree to be responsible for all fees if this matter is turned over to any collection agency or attorney.

Extra Hours: Requests for extra hours are considered on a space available basis. If applicable, extra hours fees will be billed on a monthly basis at \$15 per hour. Payment is due upon receipt.

Late Pick-Up Charges: Franklin Montessori Schools close promptly at 6:00 p.m., therefore all children must be picked-up no later than 6:00 p.m. The following charges will be assessed for late pick-up: \$2 for each minute.

Returned Checks: In case of a check being returned for insufficient funds, a \$30 fee will be assessed for each occurrence.

Program and Payments

All tuition payments are made 30 days in advance through the FACTS automated payment system. Preauthorized automated payments are transferred directly from your bank account on either the 5th or 20th of the month. All families must register for a FACTS payment plan. FACTS will assess a \$45 fee to set up your account.

Please select program and calendar by marking the boxes below. All schedule changes must be approved by the office. Please contact the office to arrange for a sibling or military discount.

Program
<input type="checkbox"/> Montessori Infant Program (3 - 24 months) (12 month, 7:30-6:00 only)
<input type="checkbox"/> Montessori Toddler Program (2 - 3 years)
<input type="checkbox"/> Montessori Primary Program (3 - 6 years)

Calendar & Hours	
<input type="checkbox"/> 10 month	<input type="checkbox"/> 11month
<input type="checkbox"/> 12 month (Toddler/Primary)	
<input type="checkbox"/> 9-12	<input type="checkbox"/> Early arrival: 7:30-8:30
<input type="checkbox"/> 9-3	<input type="checkbox"/> Extended day: 3:00-6:00
<input type="checkbox"/> 12 month	
<input type="checkbox"/> 7:30-6:00	

Installment Payment Plan

Equal monthly payments, which represent the sum of the tuition, are deducted from your bank account beginning in August 2021. Please enter the payment amount in the space provided.

\$

10 month calendar: Ten equal payments beginning August 2021.
11 month calendar: Eleven equal payments beginning August 2021.
12 month calendar: Twelve equal payments beginning August 2021.

Start Date (if enrolling after September 1, 2021): _____

Acknowledgement and Waiver:

I acknowledge that there is an inherent risk of exposure to illnesses, including those caused by viruses such as COVID-19 (“illnesses”), that exists in any place where people are present. I acknowledge that School is taking measures as suggested and recommended by local and national public health guidance to prevent and mitigate the spread of illnesses to the best of its ability. I am also responsible for taking measures for myself and my child as suggested and recommended by local and national public health guidance to prevent and mitigate the spread of illnesses to the best of my ability. I further acknowledge that by gathering in places where people are present - including public places while traveling to and from School and while attending the School - anyone voluntarily assumes all risks related to exposure to illnesses and agree for myself and my child not to hold School or any of its affiliates, directors, officers, employees, agents, contractors, or volunteers liable for any illness or injury.

_____ **Initial Here** to indicate you have read and agree to the preceding Acknowledgement and Waiver.



Parental Consents

Emergency Medical Attention: Parent gives express consent to Franklin Montessori Schools, or any agency acting on their behalf, to secure and provide any medical and dental attention deemed necessary at the discretion of Franklin Montessori Schools for the enrolled child. Parent further agrees to assume complete financial responsibility for any and all medical expenses incurred on behalf of child. Parent agrees to release, indemnify and hold harmless Franklin Montessori Schools and their agents for any and all damages arising from medical conditions, both known and unknown, not directly caused by the school's gross negligence.

Field Trips and Beyond the Walls: Parent gives permission for child to take field trips within the Washington metropolitan area by foot, bus or car with his or her class. In the event of an accident or emergency, parent authorizes Franklin Montessori Schools' staff member in charge to administer first aid or to obtain immediate medical supervision at a nearby hospital or clinic. Parent releases Franklin Montessori Schools and their employees from all liability for accidental injury to child while in the care of Franklin Montessori Schools.

Student Directory: Parent gives permission for child to be included in the school's student directory (includes home/cell phone numbers, home address and emails). The directory is distributed to other enrolled students and their families.

Promotional Materials: Parent gives permission for Franklin Montessori Schools to use photographs and/or video of child for promotional use on the schools' website or school Facebook page.

A Parent's Guide to Regulated Child Care: Parent has reviewed the information concerning rights and responsibilities as a child care consumer in this Maryland State Department of Education publication. Copies are available in the school office or on our website.

Resolving Disputes: We do not expect any disagreements. However, we agree that, in the unlikely event we have one we can't resolve, any dispute or claim will be submitted to nonbinding mediation before beginning arbitration, litigation, or any other proceeding. We agree to act in good faith to participate in mediation and to identify a mutually acceptable mediator. All parties to the mediation will share equally in its costs.

Agreement: The person signing below agrees to all the terms, financial obligations and policies set forth in this Enrollment Contract and the accompanying application. The parent or legal guardian of the child must sign this agreement personally. Please indicate where a single parent or guardian has sole legal custody.

Franklin Montessori Schools do not discriminate on the basis of race, color national and/or ethnic origin or disability in the admission of students, the employment of staff, or in the administration of its policies.

Please select:

- Yes No **My child may be included in the school/classroom student directory.**
- Yes No **My child's photos/video may be used on the school website & Facebook pages.**
- Yes No **My child's photos may be used within the school for MemberHub, flyers, or email.**

Signature of Parent or Guardian	Please print name
Email address (please print clearly)	Date

ACCEPTED BY THE SCHOOL

Signature of School Representative	Date
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