



# Franklin Montessori Schools

10500 Darnestown Road ♦ Rockville, MD 20850 ♦ 301-279-2799  
office@franklinmontessorimd.com ♦ www.franklinschoolsmd.com

**Full Name of Student:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Parents' Names:** \_\_\_\_\_

**Parent Email Address(es):** \_\_\_\_\_

**Person(s) Responsible for Tuition:**

- **Full Name(s):** \_\_\_\_\_
- **Home Address:** \_\_\_\_\_  
Street, City, State, Zip

I (We) ("Family") wish to enroll the above-named student ("Student") in Franklin Montessori Schools ("School") for the 2022 - 2023 school year, in the:

Toddler Program (24 – 36 months)     Primary Program (3 – 6 years)

\_\_\_\_ Academic Year - 5 days/week, August 29, 2022 to June 30, 2023

\_\_\_\_ Academic Year - 3 days/week, August 29, 2022 to June 30, 2023  
(*Toddler Program only*)

\_\_\_\_ Full Year - 5 days/week, August 29, 2022 to August, 11, 2023

Early Arrival 7:30 – 8:45am     Half Day 8:45am – 12:00pm

School Day 8:45am – 3:00pm     Extended Day 3:00pm – 6:00pm

Infant Program (3 – 24 months), August 29, 2022 – August 11, 2023, 7:30am – 5:30pm

\_\_\_\_ This Student is eligible for the 10% sibling discount.

**Total Annual Tuition due of** \_\_\_\_\_

**Monthly payments will be:** \$ \_\_\_\_\_ Payments begin **August 1, 2022** and are due the 1st of each month. The last payment for the Academic Year is May 1, 2023. The last payment for the Full Year is July 1, 2023. Yearly and Semi-Annual Payments will not be offered this year.



**Protection Plan or Withdrawal 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. A child's absence when the school is offering in-person learning is not a force majeure event and will not alter the obligations of a family under this contract.

#### **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) 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 in ("Credit").
- **The Credit will be applied to my next Installment Payment Due.** Any amount of Credit in excess of the next 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) 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 in ("Credit").
- **The Credit will be applied to my next Installment Payment Due.** Any amount of Credit in excess of the next 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.

. . . . .

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

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

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

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

. . . . .

**FEES:**

**Reserving and Retaining Enrollment - for New Students Only:**

The **\$75 Application Fee** and a **\$550 Enrollment Fee** are due with this signed document. Payment of these **non-refundable fees** secures your child’s placement at Franklin Montessori Schools.

**Re-Enrollment Fees - for Returning Students:**

At the time of re-enrollment, for returning students, a **\$250 annual non-refundable fee** is due with the Enrollment Contract. In consideration for payment of this non-refundable fee, the school will hold a place for the Student. Payment may be made by electronic fund transfer charged through an existing FACTS account.

**Late Payments:**

There is a \$30 fee for both late payments and returned checks. In the event any payment shall be more than 15 days late, The School shall have the right to withhold any and all services for the Student and/or parent. The tuition and any other costs that have not been paid are due immediately.

**Extra Hours:**

Are available on an as-needed basis if space is available. There is a \$15.00 per hour charge. The extra hours will be billed on a monthly basis. Payment is due upon receipt.

**Late Pick up Charges:**

The School closes promptly at 6:00pm. Therefore, all children must be picked up by 6:00pm. The Infant Room closes at 5:30 pm, and infants must be picked up by that time. The following charges will be assessed for late pick up: \$2.00 per minute.

## **CHANGE OF CALENDAR OR HOURS:**

I understand that I can request to change calendar and/or hour options once per contracted year. Requests will be granted or denied at the sole discretion of The School. No calendar changes will be approved during or in anticipation of a Force Majeure closing. Program changes must be approved and confirmed in writing, otherwise such requests will be considered to have been denied. All changes will be made subject to the following fee schedule with payment due at the time of the requests approval.

Academic Year calendar..... No fee to change calendar and/or hours

Full Year calendar.....\$1,000 fee for reduction in calendar and/or hours

## **WITHDRAWAL:**

### **Voluntary Withdrawal**

In consideration for the timely payment of the annual Tuition, all fees and compliance with the policies of The School as explained in The School handbook, the Student may withdraw from School and the Family may terminate this agreement under the following conditions:

1. **A written letter to The School** of your intent to withdraw from the school accompanied by a nonrefundable withdrawal fee (\$500 Academic Year calendar, \$1,000 Full Year 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 will be considered to have voluntarily withdrawn from The School ("the Withdrawal Date").
3. **Any payments due after the Withdrawal Date shall be cancelled**, except any outstanding balance accrued up to the Withdrawal Date.
4. After the Withdrawal Date, 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**

The School may terminate a child's enrollment as follows:

#### **Upon two (2) weeks notice for the following reasons:**

- Parental failure to abide by this agreement and by school policies.
- The school program is not meeting the developmental or special needs of the child as determined by the School.

#### **Immediate withdrawal may be requested for the following reasons:**

- Health or behavioral problems that threaten the safety, health or well-being of the child, other children or the staff.
- Disregard of tuition policies.
- A pattern of late pick-up.
- Conduct of parents or guardians of the child that threatens the well-being of the children or staff.
- Observation by the staff that the child in the Early Childhood program is not fully toilet trained.

**ACKNOWLEDGMENT 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 the 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 the 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.

\_\_\_\_\_ Initial Here to indicate you have read and agree to the preceding **Acknowledgment and Waiver**

**PARENTAL CONSENTS:**

**Emergency Medical Attention:**

I give my express consent to the School, or any agency acting in its behalf, to secure and provide any medical and dental attention deemed necessary in the discretion of the School for my child during a period when I cannot be contacted by telephone. I further agree to assume complete financial responsibility for any and all medical expenses incurred on behalf of my child under the above conditions. I agree to release, indemnify and hold harmless the School and its agents for any and all damages arising from medical conditions, both known and unknown, not directly caused by the School’s gross negligence.

Initial Here: \_\_\_\_\_

**Field Trips:**

I give permission for my/our child to take field trips within the Washington metropolitan area by foot, bus or car with Student class. In the event of an accident or emergency, I authorize the School’s staff member in charge to administer first aid or to obtain immediate medical supervision at a nearby hospital or clinic. I release the School and their employees from all liability for accidental injury to our Student while in the care of the School.

Initial Here: \_\_\_\_\_

**Parent Guide:**

Parent has reviewed the information concerning rights and responsibilities as a child care consumer in the Maryland State Department of Education publication. Copies are available in the school office or on our website.

Initial Here: \_\_\_\_\_

**Student Directory:**

I give permission for Student to be included in the School’s student directory, which is distributed by the school to other enrolled students and their families.

Yes, I give permission: \_\_\_\_\_ No, I decline permission: \_\_\_\_\_

**Promotional Materials:**

I give permission to the School to use photographs, videotapes, and/or movies taken of or by the above-named child for promotional use in school displays or on the school’s web page, or other social media.

Yes, I give permission: \_\_\_\_\_ No, I decline permission: \_\_\_\_\_

**Community Communications:**

I give permission to the School to use photographs, videotapes, and/or movies taken of or by the above-named child for internally distributed newsletters or other communications, classroom events or celebrations, or slideshows or other media used at Parent Education Nights or other gatherings of the School community.

Yes, I give permission: \_\_\_\_\_ No, I decline permission: \_\_\_\_\_

**Assignability:**

During the period of enrollment, this Agreement may not be assigned by the Family without the written consent of the School. However, the School may in its sole discretion assign its rights and obligations under this Agreement. This Agreement is binding upon the Family, School, heirs, personal representatives and permitted assigns.

Initial Here: \_\_\_\_\_

**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.

Initial Here: \_\_\_\_\_

**I have received the School Handbook and agree to abide by all the policies and procedures as specified.**

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

The School does not discriminate on the basis of national origin, race, color, religion or disability in the admission of students, the employment of staff or in the administration of its policies.

Children with special needs may enroll at the School if their developmental needs can be met with reasonable accommodations and without fundamentally altering the educational developmental program offered by the school.

Children entering a Primary classroom must be toileting independently.

**Children may not begin class until all required health, emergency care forms, tuition fees, and confirmation that the Family has enrolled with FACTS has been received by School.**

**PREVIOUS AGREEMENT SUPERSEDED:**

Any previous Agreement between the parties is hereby superseded, replaced in its entirety and considered null and void.

.....

I/we have read and understand this enrollment contract agreement. I/we agree to abide by and support these policies.

\_\_\_\_\_  
Signature parent/guardian\*                      Print name\*                      Date\*

\_\_\_\_\_  
Signature parent/guardian\*                      Print name\*                      Date\*

Accepted by the School

\_\_\_\_\_  
Signature of School Representative                      Print name                      Date

\*Unless only one person/parent/guardian is legally responsible for the payment, we ask both parents to sign the contract.

**Notice of Contract Cancellation**

I/we understand to cancel this contract, written notice must be received by the School on or before June 15, 2022.

**Please keep a copy of this enrollment agreement for your records and return the signed agreement, initialed at the bottom of all pages.**