

Country Montessori School
 12642 Monte Vista Road, Poway CA 92064
2010-2011 Enrollment Contract

Please complete the following:

“Student”: _____

“Father” (Guardian) (1): _____

“Mother” (Guardian) (2): _____

Subject to the General Terms of this Enrollment Contract (Contract), this is to confirm Parent’s enrollment of Student in following program at Country Montessori School (CMS) for the 2010-2011 school year:

Please Check	Program	Hours	Registration Fee	Tuition Deposit	Payment Enclosed for Enrollment
	Half-day Primary	8:30am – 12:30pm Limited to 3 year olds	\$250.00 +	\$745.00 =	\$995.00
	Full-day Primary	8:30am – 2:30pm	\$250.00 +	\$745.00 =	\$995.00
	Elementary	8:30am – 3:00pm	\$300.00 +	\$780.00 =	\$1,080.00
	Upper Elementary	8:30am – 3:00pm	\$300.00 +	\$800.00 =	\$1,100.00
	Less Sibling Discount – If applicable.* (10% x Tuition Deposit)				-
	Less Registration Fee Deposit of \$100 (if applicable)				-

Sibling Name: _____

Total Enclosed _____

Program/Level: _____

*CMS offers a tuition discount for families where more than one sibling is enrolled. The highest tuition is paid in full. The lower tuition(s) paid by the family are reduced by ten percent (10%).

Please return the completed, signed Contract (signature following the General Terms), and the appropriate Registration Fee and Tuition Deposit to the CMS Office **UPON RECEIPT**. The Contract is effective as of date of signature by the CMS administrator. A copy of the signed Contract will be returned to you.

CMS admits students of any race, color, national or ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. It does not discriminate on the basis of race, color, sex, national and ethnic origin in administration of its educational policies, admissions policies and other school administrated programs.

General Terms

Registration Fee: At the time of enrollment, Parent will pay to CMS a **nonrefundable** Registration Fee. This fee is applied to the administrative expense of registration and toward classroom materials and supplies.

Tuition Deposit: At the time of enrollment, Parent will pay to CMS a **nonrefundable** Tuition Deposit equal to one month's tuition. Assuming full performance of this Contract, and on Student's successful completion of the program through the start of the final month of the school year, the Tuition Deposit will be credited to the Student's account for such final month.

No Offset: We regret that special accommodations are not available in such circumstances, but to insure continuity in our program: (i) there are no full-payment discounts, (ii) fees are not reduced for temporary absences, including those caused by accident or illness of Student, and (iii) School and Child Care are provided on, and only on all instructional days, except for cancellation or early closing of school due to inclement weather conditions, or cancellation or early closing of school due to natural disasters.

Withdrawal (Termination of Contract): Formal enrollment of Student is a Contract Parent agrees to perform for the upcoming school year. The Contract will terminate if Parent provides written notice of withdrawal prior to August 1, of intended school year. Parent may also terminate the Contract on written notice received by CMS at least thirty (30) days prior to withdrawal, and the Contract will terminate after the thirty (30) day period that follows. Parent must make all payments prior to the date of termination. Regardless of termination, the Registration Fee and Tuition Deposit are earned by CMS at the time of enrollment, and **WILL NOT BE REFUNDED**.

Rules and Regulations/Breach of Contract: Parents agree to abide by all School rules as outlined in the Parent Handbook, and to arrange for and guarantee the Student's compliance as well. CMS reserves the right to terminate this Contract and accept a Student's deemed withdrawal based thereon where Student (i) is unable or unwilling to maintain a reasonable level of performance in school, or where the Student and/or the Parent (ii) violates the rules repeatedly, purposefully, or otherwise in a manner that endangers the well being and/or safety of other students and/or staff. The Contract may also be terminated by CMS for any breach of this enrollment Contract or if provision of information in the enrollment materials is incorrect (whether material or immaterial). Regardless of termination, the Registration Fee and Tuition Deposit (if applicable) are earned by CMS at the time of enrollment, and **WILL NOT BE REFUNDED**.

Current Year Contingency: This Contract is contingent upon the Student's successful completion of the current year in progress. Should Student fail to complete the current year's work successfully, CMS retains the right to take appropriate action up to and including termination of the Contract (including and without limitation recommending a program or placement more suitable to the Student (i.e., Lower Elementary instead of Upper Elementary, etc.)). If this Contract is terminated under this paragraph, the Tuition Deposit will be refunded. The Registration Fee **WILL NOT BE REFUNDED**.

Late Payment Fee: Failure by Parent to pay any scheduled payment on time shall be deemed a breach of this Contract. Parent will pay an additional \$50.00, in addition to any amount otherwise due and payable, for payments which are not timely received by CMS (Late Fee).

Description of Damages: CMS cares about Student as it cares for all of its students, and strives to provide its services in an even-handed, efficient and effective environment. Things such as enrollment changes and untimely payments, no matter how caused, needlessly prompt increased administrative burdens and costs to other parents and students, and distract from the important mission of the program and its personnel, both tangible and intangible, which are impractical and difficult to truly estimate now or as they occur. By signing this Contract, Parent agrees that the Registration Fee, the Tuition Deposit, and the Late Payment

Fee, together with the costs of their collection or legal dispute, are reasonable estimates and agreed upon measures of the harm sustained by CMS should those fees be imposed, or not be refunded (as applicable).

Waiver: No waiver by School of any late payment or other breach of this Contract shall operate as a waiver of any other late payment or breach, or of the same late payment or breach on a future occasion.

Attorney's Fees: In the event of litigation to enforce or interpret this Contract, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

Amendment: This Contract is the entire Contract between the parties concerning the 2010-2011 School Year, and may be amended only in writing signed by the School and the Parent.

We, the undersigned, understand that the obligation to pay the charges required for CMS enrollment is unconditional and not based on the student's actual attendance at CMS. Furthermore, we agree that in the event of non-payment of any moneys required by this Contract, this Contract will be terminated and Student will be removed from the program.

Father/Guardian:

Mother/Guardian:

Signature

Signature

Print Name

Print Name

Date

Date

Accepted by:

Adela Corrales, Administrator

Date

Payment Option Worksheet

Registration Fee (NONREFUNDABLE)

_____ Cash/Check

Tuition Deposit (NONREFUNDABLE)

_____ Cash/Check

Annual Tuition Payment Options (please check one)

_____ Automatic Withdrawal Authorization – Monthly Payments
(9 consecutive payments are withdrawn automatically when due. Payment 1 is debited August 1st; thereafter payment is debited the 5th of each month from September through April. A Late Fee of \$50.00 is assessed and automatically debited with future payments in the event of insufficient funds. If Contract is fully performed, the Tuition Deposit required at time of enrollment is applied to the month of May.)

_____ \$250.00 Processing Fee - Monthly Payments by Cash/Check.
(9 consecutive payments are due, WITHOUT invoice. Payment 1 is due August 1st; thereafter payment is due the 1st of each month from September through April. A Late Fee of \$50.00 will be assessed and will be due with the next (or replacement) payment in the event of late payment or insufficient funds. If Contract is fully performed, the Tuition Deposit required at time of enrollment is applied to the month of May.)

Father/Guardian:

Mother/Guardian

Signature

Signature

Print Name

Print Name

Date

Date