

Spring, 2022

Dear Families,

We are pleased to offer your family the Enrollment Agreement for the 2022 SMS Summer Program. As we enter our 50<sup>th</sup> year, Shrewsbury Montessori School continues to take pride in providing an educational program rooted in the Montessori philosophy and method. The summer program is led by highly qualified educators who know each child and create an educational experience to meet their needs and interests. Coupled with our afternoon theme based enrichment classes, such as gardening, splashing fun with water, arts and crafts, and science projects. our students have fun here at the SMS Summer Program and develop the skills to thrive both in and outside of school.

In order to continue to provide a robust program, the Board of Trustees works to create a balanced budget that ensures we have the appropriate resources, and at the same time keeps tuition as affordable as possible for families. Below you will find the tuition rates for 2022 SMS Summer Program which were approved by the Board of Trustees. Also included is important information about the Summer Program's enrollment process and deadlines.

Length of the program:	Monday, June 6, 2022 – Friday, July 1, 2022	
Hours in a day:	8:30am—2:30pm	
Curriculum:	Montessori work cycle in the morning, theme based enrichment activities in the afternoon, including water fun, gardening, arts and crafts, hands-on science projects, etc.	
Location:	SMS Oak Street Campus	
Eligible students:	Aged 3-5 year olds. Summer program is open to current SMS students and new families.	
Tuition:	\$1,710	
Faculty:	Lead teacher—Mrs. Lauren Kennedy Assistant Teacher—Ms. Kiera Valentine	

# **Cancellation policy**

- 100% tuition refund if SMS receives written cancellation four weeks prior to the beginning of the program by May 9, 2022
- 40% tuition refund if SMS receives written cancellation two weeks prior to the beginning of the program by May 23, 2022
- 0% tuition refund if SMS receives written cancellation notice after May 23, 2022
- An Enrollment Agreement is required with signature.



Growing Bright Minds from Age Three through Grade Six

We thank your family for being a part of our SMS Summer community and look forward to continuing this educational journey with you and your child(ren). We believe that a Shrewsbury Montessori School education will continue to be a solid investment in your child's future. We enjoy working with your children and value our positive family relationships. If you have any questions, please know my door is always open.

Sincerely,

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Amy Shen Head of School



# 2022 SMS Summer Program Enrollment Agreement

Date:

Student name: \_\_\_\_\_

## **Financial Responsibility**

I understand and agree that I am unconditionally responsible for payment of the Student's 2022 SMS Summer Program.

I shall bear any and all costs of collection on the Student Account, including but not limited to administrative costs, attorneys' fees and costs, and collection company fees or other costs incurred by the School in the collection of any unpaid balance. Any bank charges for returned checks will be charged to the Student Account along with an administrative fee. I, jointly and individually, acknowledge my unconditional responsibility to pay the tuition and all other charges incurred by the Student for the entire academic year. I understand and acknowledge that the School will not refund or reduce any part of the tuition or other charges because of the dismissal, absence, or withdrawal of the Student either before or at any time during the academic year.

## **Cancellation of Agreement**

I understand that written notice of cancellation of this Agreement must be received by the Head of School or Director of Admission by these dates below to enable any portion of tuition refund:

- 100% tuition refund if SMS receives written cancelation notice four weeks prior to the beginning of the program by May 9, 2022
- 40% tuition refund if SMS receives written cancelation notice two weeks prior to the beginning of the program by May 23, 2022
- 0% tuition refund if SMS receives written cancelation notice after May 23, 2022

I also acknowledge and agree that the expenses of the School do not diminish with the departure of the Student, whether via withdrawal, expulsion, or for any reason voluntary or involuntary, either prior to, or during, the summer program, and that my obligation to pay the tuition and fees for the full Summer Program is absolute and unconditional after May 23, 2022. If I do not provide the School with written notice of cancellation by 5:00 pm EST on May 23, 2022, I am responsible for 100% of tuition as liquidated damages. I agree that the amount of liquidated damages is a reasonable estimate of the damages likely to be incurred by the School as a result of the Student's withdrawal on or after May 23, 2022 and that the actual damages are difficult or impossible to ascertain at this time.

# **Delinquent Account**

If the Student Account has not been paid in full within thirty (30) days of the due date, the School may, to the full extent permitted by law, enroll or re-enroll the Student, suspend the Student from classes and/or school events, dismiss the Student, or take any other action that the School deems appropriate. Any Student who is dismissed from the School will not be allowed to attend the School without special permission from the Board of Trustees. A late fee of \$75 per month will be assessed for any tuition payment not paid by the due



date, which is the first day of the summer program, June 6, 2022. Acceptance of late payments by the School shall not constitute a waiver of any subsequent delinquency, default, or breach of this Agreement.

#### **Educational Outcomes**

In its literature and in conversations with teachers and administrators, the School strives to describe its approach to education, but the School makes no representations or undertakings as to the kind, quality, or appropriateness of its education for the particular Student, nor does it guarantee any particular educational outcomes for any student. I understand that the School reserves the right, in its sole discretion, to change without notice, its course offerings, activities, class schedules, school publications, and personnel, as well as its policies, procedures, and practices as circumstances may require. The School will endeavor to provide prompt notice of any such changes. Enrollment by the School is not a guarantee of placement of the Student in a specific classroom with a specific teacher. The School makes no guarantee regarding the re-enrollment of other students or classroom composition in any particular program.

#### Parent and Student Handbook

The Student and I agree to comply with the School's policies, rules, regulations, and standards of academic and social behavior as stated in the School's Parent and Student Handbook (the "Handbook"). I understand that the Handbook sets forth general expectations regarding the Student's enrollment at the School, but that it does not constitute a contract between me and the School or the Student and the School, and that the School may deviate from the guidelines and expectations set forth in the Handbook in its discretion as individual circumstances may warrant. In the event of a conflict between the terms of this Agreement and the policies and provisions of the Handbook, the terms of this Agreement shall govern.

#### Expectations

The School believes that a positive and constructive working relationship between the School, the Student and the Student's parents or legal guardians is essential to the fulfillment of the School's educational mission and statement of values. The School requires parents, including those who are separated or divorced, to cooperate in the Student's best interests with respect to the Student's education, including avoiding being disruptive to the Student's education. Separated or divorced parents must provide details of the custody arrangement to the School and keep the Head of School at the School apprised of any changes in custody arrangements and other matters that may affect the Student or the School. The School shall have the right, in its sole discretion and without limitation, to suspend, dismiss, or refuse to enroll the Student if the School concludes that the Student, or a family member or other individual associated with the Student, has engaged in any behavior (whether on or off campus, and whether during the school year or otherwise) that, in the School's discretion, interferes with the School's ability to fulfill its educational purposes or runs contrary to the best interests of the School or members of the School's community. Examples include, but are not limited to, the following circumstances: (i) the Student is not satisfactorily meeting the School's standards for academic performance or social conduct; (ii) the Student, the Student's parents or guardians, or anyone associated with the Student, engages in behavior that is deemed unsuitable by the School; (iii) the Student's family does not participate with the School in the spirit of cooperation and partnership that the School deems necessary to support the Student's education; or (iv) the Student Account is outstanding. The decision of the School in this regard shall be final and is not subject to review. In such cases, I understand and agree that no tuition refund will be given and that no such action taken by the School will release me from any financial obligations under this Agreement.



#### Growing Bright Minds from Age Three through Grade Six

#### **Representations and Warranties**

I understand it is essential that I communicate with the School and promptly disclose to the School any details that may affect the Student's experience at the School. These details may include, but are not limited to, learning styles, medical conditions, behavioral issues, and emotional needs. I attest that all of the information I have provided to the School about the Student is truthful to the best of my knowledge. Any false, inaccurate, incomplete, or misleading statements may be grounds for dismissal of the Student. I affirm that I have disclosed all relevant information about the Student to the School.

#### **Health Insurance**

The School requires that the Student have health insurance coverage with a U.S. insurance company in order to register and attend classes. I am responsible for providing the School with the name of the carrier and policy number that insures the Student on or before the first day of school. I agree to notify the School if this coverage changes and to provide the School with the Student's current health insurance carrier and policy number.

#### Immunizations

In accordance with Massachusetts law, the School requires all students to present a certificate of up-to-date immunizations or a certificate of exemption before attending school. I understand that the Student may be prohibited from attending school unless and until the Student has provided proof of immunization signed by a medical professional or proof of a qualified religious and/or medical exemption, pursuant to Massachusetts law.

#### **School Name**

I agree that I am not authorized to use the School's name ("Shrewsbury Montessori School"), any likeness of or reference to the School's name (*e.g.*, "Shrewsbury Montessori" or "SMS" and the like), or crest or logo in any way, including to describe any event, outing, club, sports team, group, or other activity ("the Group") that the Student or I may organize or lead or in which the Student or I may participate, without the express written permission of the Head of School. If the Student or I participate in any activity that uses the School's name or name with likeness or resemblance to the School's name or logo that is parent-organized or led by others, including current and former School faculty, I understand that the Group is not sponsored or endorsed by the School unless I receive written notice from the Head of School stating that the Group has been recognized by the School. I understand that any questions about whether a Group is sponsored by the School should be directed to the Head of School.

#### **Student Media Waiver**

The School's ability to portray its program accurately and vibrantly depends on parents' support of the School's use of images of students and their work. Therefore, by signing below, I authorize the School, its successors and assigns and those acting within its permission and upon its authority, to use the Student's name, photographic image (including portrait, picture, video, or other reproductions), audio recordings of the Student's voice, video-recordings of the Student, and likeness, written or in electronic format, and/or reproductions of the Student's work (collectively referred to herein as "Student Media Information") in the School's publications, marketing and promotional materials, website, press releases, and/or advertising media. I waive the right to inspect or approve the finished product, including written or electronic copy, wherein the Student Media Information appears. I also acknowledge the School to use the Student Media Information, as described herein, on more than one occasion, without limitation on the number of times it is used, in perpetuity. I authorize the School to reproduce, or cause to be reproduced and used, the Student



Growing Bright Minds from Age Three through Grade Six

Media Information described herein. I shall not be entitled to any compensation for such use, and I hereby release the School, its affiliates, successors, and assigns, and those acting with its permission and upon its authority, from any liability, responsibility, or claim that may arise by reason of exercise of the authority granted above. If I do not consent to such use, I agree to notify the Director of Admissions in writing prior to the start of school. Media release permission is not shared with other students or parents and does not ensure Student Media Information will not appear, if published by a student, parent, or other individual, or in student-run publications or student-run social media sites. While the School strives to abide by parent/guardian wishes, it does not guarantee incidental uses of a student's name or image will never occur.

#### **Force Majeure**

I understand that the duties and obligations of the School under this Agreement may be modified or suspended immediately and without notice because of *force majeure* causes beyond the School's reasonable control and occurring without its fault or negligence, including, but not limited to fire, acts of nature, war, governmental action, terrorism, epidemic, pandemic, or any other event beyond the School's control. If such an event occurs, I acknowledge and agree that my obligations under this Agreement, including the tuition obligations outlined in this Agreement, shall continue and the School's duties and obligations under this Agreement may be modified, suspended, or postponed until such time as the School, in its sole discretion, may safely resume operations. I acknowledge and agree that the sole financial remedy for a *force majeure* event is future service delivery and not a tuition refund. The School may, at its option, revise the school year schedule and/or classes may temporarily be conducted via distance-learning in the School's discretion.

#### Severability, Counterparts, and Entire Agreement

This Agreement, and all rights and obligations provided for herein, shall be governed by the laws of the Commonwealth of Massachusetts without regard to conflict of law principles. Any dispute arising out of this Agreement or otherwise between the School and me must be heard exclusively in the state or federal courts located in Massachusetts. If any part of this Agreement is found to be unenforceable or illegal, the remainder of this Agreement shall still be valid and enforceable to the fullest extent permitted by law. This Agreement is the entire agreement of the parties relating to the Student's enrollment at the School, and I acknowledge that I am not relying on any other oral or written agreements. This Agreement may not be amended except in a written document signed by all parties that expressly acknowledges such amendment. Multiple copies of this Agreement may be signed, all of which shall constitute one and the same agreement. I understand that certain provisions of this Agreement will survive termination of the Agreement.

I understand and agree that this Agreement is a binding and enforceable legal obligation and that the School may bring a civil action to enforce the obligation. In such an event, I agree that I shall be liable for and shall pay to the School, its costs, including, but not limited to, attorneys' fees, in bringing and prosecuting the enforcement action, in addition to any other amounts that I may owe the School by way of judgment, settlement, or otherwise.

# Signatures are required by one primary legal guardian/parent and additional individuals who are financially or otherwise responsible for the Student.

\_\_\_\_\_ I acknowledge that I have read this Agreement and understand and accept all of its terms and conditions.

Initial:



Parent/Legal Gua	rdian 1		
Name:	Signature:	Date:	
Address:			
Email:	Primary pl	one:	
	re if you are not financially response ancially responsible		d please print the
Enrollment Agreen	nents <u>must</u> be signed by at least or	e financially responsible party.	

Print name of financially responsible & Signature

# Accepted on behalf of Shrewsbury Montessori School

Amy Shen

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Head of School