

Waldorf School of Cape Cod 2010-2011 Enrollment Contract

THIS AGREEMENT by and between WALDORF ASSOCIATION OF CAPE COD MASSACHUSETTS INC., DBA WALDORF SCHOOL OF CAPE COD, a Massachusetts non-profit corporation located at 140 Old Oyster Road, Cotuit, Massachusetts (hereinafter referred to as "SCHOOL"), and parents or guardians on the front of this contract (hereinafter referred to as FAMILY).

WHEREAS, SCHOOL conducts a non-profit school for children supported entirely by tuition, grants and donations; and is a developing school member of the Assn. of Waldorf Schools of North America, and WHEREAS, FAMILY wishes to enroll student(s) listed on the front of this contract. NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

1. **Period of Enrollment:** FAMILY understands and agrees that the term of this enrollment contract shall be for the entire school year, or, in the case of a student enrolling after the school year has begun, from the date of enrollment through the last day of the school year.
2. **Trial Period:** There is a 6-week trial period for all students. Trial periods for students enrolling at any time after the first scheduled day of school in Sept will run for six weeks from the first day of the student's enrollment, excluding the scheduled Dec, Feb, and April breaks.
3. **Commitment for Full School Year:** FAMILY understands and agrees there is no reduction, refund, credit, or other allowance made for snow days, absence, illness, missed classes due to tutoring or other programs, dismissal, or withdrawal except as noted elsewhere in this contract.
4. **Tuition:** FAMILY agrees to pay SCHOOL the tuition for the 2010-2011 school year for the student(s) listed on the front of this contract and in accordance with the selected payment plan. Students may not attend school and are not considered enrolled until an enrollment contract has been fully executed and all required tuition and fees have been paid.
5. **Non-Refundable Materials Fee:** FAMILY understands that the Materials Fees are non-refundable (except as noted elsewhere in this contract) and that payment of this non-refundable fee must accompany the enrollment contract. Students enrolling after the February break will be charged 50% of the full Materials Fee.
6. **Monthly Payments Through FACTS:** FAMILY understands and agrees that if they choose the monthly payment plan, they must register on-line or complete the FACTS Automatic Tuition Payment Agreement and make payments to FACTS through automatic deduction from their checking, savings or credit card (MasterCard/Discover/American Express (VISA is not accepted.) There is a convenience fee of \$2.50 per \$100 associated with all credit card transactions. For those without bank accounts, any bank will set up a custodial account, which is free and does not require a minimum balance. In the event a payment is returned, FACTS will bill your account a \$25 fee for each returned payment attempt.
7. **Late Fees:** FAMILY agrees to pay a late fee of \$20 for each payment of tuition or other services not received by the stated deadline.
7. **Returned Check Fee:** A \$25 fee will be charged for returned checks or automatic payments that do not clear. Checks will not be re-deposited.
8. **Withdrawal of Student:** FAMILY understands that in order to provide its service, SCHOOL must make certain financial commitments for the entire school year and that these commitments are made in the expectation that the tuition will be paid in full. No pupil will be enrolled for any period shorter than the full academic year, except by special arrangement, as in the case of late enrollment or during a new enrollee's trial period. If a student is withdrawn from the school during the aforesaid 'Trial Period', then SCHOOL agrees to make a pro-rated refund to the FAMILY based on the actual number of school days in the school year prior to the withdrawal.
9. **Classroom Privileges:** FAMILY understands and agrees that SCHOOL shall have the right to deny any student from attendance, temporarily or permanently, under any circumstances determined in the sole discretion of SCHOOL, including, but not limited to, student interference with the health, safety, or educational development of the student or any other student, unsatisfactory student progress or conduct, and past due tuition or other fees owed the school. SCHOOL further reserves the right to deny continued enrollment or re-enrollment to any student if SCHOOL reasonably concludes that the actions of FAMILY are inconsistent or in non-support of the educational environment or are counterproductive to a positive working relationship between SCHOOL and FAMILY.
10. **Tuition Assistance:** Tuition Assistance applicants pay the full Material Fees as required of other families upon submission of the enrollment contract. Applicants must indicate their intention to seek tuition assistance when submitting the enrollment contract and must meet the Tuition Assistance application deadline. When FAMILY is informed of the Tuition Assistance decision, FAMILY will have thirty (30) days to accept or decline the award in writing. If FAMILY declines the award within the thirty (30) day period, the full amount of the deposit received with the enrollment contract will be refunded and this agreement becomes void. If FAMILY does not communicate in writing its decision to accept or decline the Tuition Assistance award, the award will be forfeited, the Materials Fee(s) will become non-refundable, and this enrollment contract will become void. If SCHOOL determines that FAMILY submitted incomplete or false information on the Tuition Assistance application, SCHOOL will withdraw the award and FAMILY will be obligated to pay the full tuition until such time that the student is withdrawn from the program. Tuition Assistance applicants must sign to indicate they understand and agree to additional terms in this section:
Tuition Assistance Applicant's Signature: _____
11. **Collection:** In the event that SCHOOL must engage counsel or collection services to collect on past due accounts, FAMILY agrees to pay the expense of enforcement and collection of the tuition, any fees and related expenses, including, without limitation, attorney's fees and costs.
12. **Withholding of Records:** In the event that FAMILY has outstanding financial obligations when a student leaves the school, SCHOOL may withhold any diploma, progress reports, or other records until those financial obligations have been met.
13. **Responsible for Loss or Damage:** FAMILY agrees to be responsible, upon written request of SCHOOL, for the replacement cost of any supplies, materials, or equipment which a student breaks or damages. Further, FAMILY recognizes that the school is not responsible for damages to, or theft of, personal property brought to or left on school grounds.
14. **Agreement:** This agreement represents the entire agreement of the parties and may be amended only in a written document signed by both parties; it shall be governed by the laws of the Commonwealth of Massachusetts; and it shall be binding upon and inure to the benefit of the parties heirs, successors and assigns. By signing this contract and enrolling the aforementioned student, FAMILY agrees to adhere to the policies and procedures as set forth by SCHOOL in the document entitled "Parent Handbook" and in other publications such as but not limited to "Watermarks." These policies and procedures may be amended at any time by SCHOOL.
15. **Signatures:** FAMILY and SCHOOL must sign the front of this contract to properly execute the agreement.

The Waldorf School of Cape Cod, a non-sectarian, 501(c)3 non-profit organization, does not discriminate on the basis of race, color, religion, gender, national or ethnic origin, sexual orientation, or physical handicap in its admissions and financial aid, hiring process, and in all programs.