

**FOX VALLEY MONTESSORI SCHOOL  
TUITION AGREEMENT**

2018-2019 Academic School Year

This Tuition Agreement (“Agreement”) is made by and between Fox Valley Montessori School, located at 850 N. Commonwealth Avenue, Aurora, Illinois 60506 (“FVMS”) and \_\_\_\_\_ (“Parents”), whose address is \_\_\_\_\_. **The parties enter this Agreement freely and for the consideration described below (which the parties mutually agree is adequate).** Parents wish to enroll their child whose name is: \_\_\_\_\_. (“Student”). The schedule for this student will be as follows (days of the week and times each day if needing before or after care): \_\_\_\_\_

**ARTICLE I  
PROGRAM ELECTION**

1.1 **Program Election.** By electing below, Parents wish to enroll Student(s) **in and Montessori agrees to provide the following programs (if, in its discretion, the program is appropriate),** with the corresponding fees and payment plan elected in Paragraph 2.1:

	<u>Annual</u>	<u>10 Months</u>
<b>Toddler Program: 18 months - 3 years of age</b>		
<i>Morning Program (8:30 - 11:30)</i>		
<input type="checkbox"/> 2 day Program (RF)	\$ 3,760.00	\$ 376.00
<input type="checkbox"/> 3 day Program (MTW)	\$ 5,250.00	\$ 525.00
<input type="checkbox"/> 5 day Program (M-F)	\$ 7,520.00	\$ 752.00
<i>Toddler Extended Day (8:30 - 2:45)*</i>		
<input type="checkbox"/> 2 day program (RF)	\$ 5,560.00	\$ 556.00
<input type="checkbox"/> 3 day program (MTW)	\$ 7,780.00	\$ 778.00
<input type="checkbox"/> 5 day program (M-F)	\$ 11,500.00	\$ 1,150.00
*Cost includes a daily hot lunch		
<b>Primary Program: 3 - 6 years of age</b>		
<i>Primary Half Day (8:30 - 11:30)</i>		
<input type="checkbox"/> 3 days/week	\$ 5,150.00	\$ 515.00
<input type="checkbox"/> 5 days/week	\$ 7,160.00	\$ 716.00
<i>Primary Extended Day (8:30 – 3:00)</i>		
<input type="checkbox"/> 3 days/week	\$ 6,750.00	\$ 675.00
<input type="checkbox"/> 5 days/week	\$ 9,480.00	\$ 948.00
<input type="checkbox"/> Kindergarten (8:30 – 3:00) 5 days/week (Student <i>must</i> be 5 years of age on or before September 1 <sup>st</sup> )	\$ 9,480.00	\$ 948.00
<b>Elementary Programs: 6 - 12 years of age</b>		
<input type="checkbox"/> Regular School Day (8:30 – 3:00)	\$ 9,480.00	\$ 948.00
<b>Before/Afterschool Care (3 - 5 days per week)</b>		
<input type="checkbox"/> 0-2 hours per day – 3 days per week	\$1,500.00	\$150.00
<input type="checkbox"/> 0-2 hours per day – 5 days per week	\$2,300.00	\$230.00
<input type="checkbox"/> 2-4 hours per day – 3 days per week	\$1,980.00	\$198.00
<input type="checkbox"/> 2-4 hours per day – 5 days per week	\$3,150.00	\$315.00

## 1.2 Tuition Discount

a. **Annual Discount.** A 5% discount is applied to any tuition paid in full by May 18, 2018. 2.5% discount is applied to the bi-annual tuition paid by May 18, 2018 and second payment due December 1, 2018. Sibling discounts do not apply with these discounts.

b. **Additional Students.** Parents shall receive a 10% sibling discount to apply to the second student and a 10% discount to apply to the third+ sibling enrolled in FVMS. The discount shall apply to the lower monthly tuition. Not available if Annual Discount option applied.

1.3 **Late Pickups.** For any student not picked up by 6:00 PM, a late pickup fee of \$1.00 per minute will be charged. The late pickup fee is due when the Parent picks up the Student(s). After three late pickups, a late pickup fee in the amount of \$5.00 per minute is charged for each Student.

1.4 **Occasional Before/Afterschool Care Needed.** If a parent, who is not contracted for our before/afterschool care, needs to use these services, a \$10.00 per hour fee will apply. Prior approval from the Head of School is needed.

## ARTICLE II TUITION PAYMENTS AND FEES

2.1 **Payment Election and Due Dates.** Tuition payments are due on the 1<sup>st</sup> of the month and payable in advance.

a. **Payment Election.** Based upon the Program(s) elected, Parents must elect to compensate FVMS, according to the fees set forth in Paragraph 1.1 as follows:

- Annual Payment Plan** - One annual payment is due on or before May 18, 2018; or
- Bi-Annual Payment Plan** - One payment is due on or before May 18, 2018; and one payment is due December 1, 2018; or
- Ten Month Payment Plan** - Parents shall compensate FVMS in Ten equal payments. The first payment is due August 1, 2018 and concludes on May 1, 2019.

b. **Tuition Due Dates.** Tuition payments are due on the 1<sup>st</sup> business day of each month, regardless of school breaks. If the tuition due date falls on a Saturday or Sunday, the payment is due the following business day.

c. **Late Fee.** If a tuition payment is not received on or before the 5<sup>th</sup> business day of each month, FVMS will assess a \$75.00 late fee and a \$10.00 per day fee for every day thereafter. After two consecutive delinquent tuition payments, FVMS reserves the right to remove the student from FVMS and terminate this Agreement immediately.

d. **Tuition Payment by Credit Card.** You may elect to pay your tuition by credit card; FVMS accepts Visa, MasterCard, and Discover. A 5% convenience fee will be added to your statement for this service.

e. Tuition payments are made without adjustment for illness, absence, vacations or holidays.

2.2 **Registration Fee for New Students.** Upon enrollment, a one-time deposit is required for each student. The deposit will be held until the student leaves school, and will be applied to the student's remaining outstanding balance (i.e. last month's tuition). If the student has a zero outstanding balance upon leaving school, any remaining portion of the deposit will be returned to the student. Full-time students will pay a deposit of \$900, and part-time students will pay a deposit of \$500.

## ARTICLE III TERM AND TERMINATION

3.1 **Term.** This Agreement is for the 2018-2019 academic year ("Term") and tuition payments must be made, except as provided in Paragraphs 3.2(d) of this Agreement.

3.2 **Termination of this Agreement.** This Agreement may be terminated as follows:

a. **Termination During First 30 Days of Enrollment.** If during the first 30 days after enrollment in FVMS, the Classroom Director, Head of School and Parents determine the Student will not be successful in the Program, this Agreement may be terminated. If this Agreement is terminated pursuant to this Paragraph, Parents are not required to pay an Early Termination Fee.

- b. **Termination by Natural Expiration of Agreement.** This Agreement terminates upon expiration of the Term set forth in Article III, Paragraph 3.1.
- c. **Termination by Discontinuation of Program.** With 30 days advance written notice, FVMS may terminate this Agreement in the event it discontinues providing a Program elected by Parents. Parents are not required to pay an Early Termination Fee in the event this Agreement is terminated prior to the Term.
- d. **Early Termination by Parents.** In the event Parents terminate this Agreement prior to the Term, Parents must give a 30 day notice or pay FVMS a termination fee in the amount of one month's tuition for each Student or the tuition due for the balance of the Term, whichever is less ("Early Termination Fee").
- e. **Early Termination by FVMS.** With prior notice to Parents, FVMS may terminate this Agreement because a Student(s) is (are) expelled from school by FVMS. Parents are not required to pay an Early Termination Fee in the event this Agreement is terminated prior to the Term.

**ARTICLE IV  
MISCELLANEOUS PROVISIONS**

- 4.1 **Family Handbook.** FVMS shall provide Parents with a Family Handbook, governing the terms and conditions of FVMS operations and Student enrollment ("Handbook"). Parents agree to abide by the terms and conditions of the Handbook. The terms and conditions of the Handbook are incorporated by reference into this Agreement as if set forth fully herein.
- 4.2 **FVMS Admission and Enrollment Criteria.** FVMS considers for admission and enrollment, any Student(s) who with his/her family agrees with the objectives and mission statement of FVMS as set forth in the Handbook. FVMS does not discriminate against applicants and students based upon sex, religion, race, national origin, and/or any known physical or mental impairments.
- 4.3 **Non-Sufficient Funds ("NSF") Fee.** For any check returned to FVMS for non-payment, FVMS shall charge Parents with an NSF fee in the amount of \$75.00.
- 4.4 **Collection Agency Fees and Charges.** Parents promise to pay, subject to applicable law, all costs FVMS incurs to collect what Parents owe under this Agreement, including but not limited to, court costs, NSF fees, collection agency fees and reasonable attorney fees. Parents acknowledge FVMS may enter into a contingency fee or hourly fee arrangement with an attorney or collection agency.
- 4.5 **Student Records.** If Parents transfer their child and/or children to another educational facility and have not paid their outstanding balance, FVMS will withhold all student records until the balance is paid in full.
- 4.6 **Applicable Law.** This Agreement is governed, and enforced according to the laws of the State of Illinois with venue for state court proceedings lying in Kane County and venue in federal court proceedings lying in the Northern District of Illinois.
- 4.7 **Entire Agreement.** This Agreement contains all the terms entered into between the Parties. Any prior oral or written understandings or promises **not contained** in this Agreement are superseded by this Agreement and such promises are unenforceable against either Party. This Agreement may only be changed by a written amendment signed by both Parties. The undersigned agrees that a photocopy or electronic version of this agreement shall serve as if it were the original for all purposes.

FOX VALLEY MONTESSORI SCHOOL

PARENTS/LEGAL GUARDIAN

\_\_\_\_\_  
Head of School Signature

\_\_\_\_\_  
Parent/Legal Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date