



# The Montessori School of Raleigh

## TUITION REFUND PROTECTION PLAN 2023-2024 SCHOOL YEAR

In the mutual interest of parents and The Montessori School of Raleigh (“MSR” or “the School”), participation in MSR’s Tuition Refund Protection Plan (“TRPP”) is required unless the Comprehensive Fee, as defined below, for the 2023-2024 year has been paid in advance for the year under Payment Plan A (Pay in Full) and participation in the TRPP is waived by selection on the Enrollment Contract.

### ***Why does MSR impose this obligation on parents?***

Virtually all independent schools require an Enrollment Contract for the full payment of tuition for the entire academic year. The reason for this is clear: school expenses are incurred on an annual basis, and schools must take the position that refunds and/or cancellation of unpaid obligations cannot be made.

In the event that a student’s enrollment at MSR is interrupted, TRPP provides for refunds of unused tuition (per the guidelines stated below) and provides for the payment of fees that are unpaid and still due for the balance of the current academic year. TRPP allows the school to receive the income specified in the student’s Enrollment Contract whether a student is withdrawn voluntarily, is withdrawn for medical reasons, or is dismissed for scholastic or disciplinary reasons. TRPP also allows parents to have the security of knowing they will not be required to complete their contractual obligations should their child leave the school for any reasons outlined below.

### **REFUNDS ARE MADE FOR:**

### **REFUND FORMULA:**

*To arrive at the amount of refund payment, take:*

<b><u>REFUNDS ARE MADE FOR:</u></b>	<b><u>REFUND FORMULA:</u></b>
<b>A. MEDICAL WITHDRAWAL</b>	<i>To arrive at the amount of refund payment, take:</i>
100% of the unused Comprehensive Fee, prorated. This is for any physical disability certified to and treated by a legally qualified physician.	100% of [Comprehensive Fee x (Days Withdrawn/Total Number of Days in the Academic Year)]
60% of the unused Comprehensive Fee, prorated, for a mental or nervous disability certified to and treated by a legally qualified medical professional.	60% of [Comprehensive Fee x (days Withdrawn/Total Number of Days in the Academic Year)]
<b>B. NON-MEDICAL WITHDRAWAL</b>	
50% of the unused Comprehensive Fee, prorated, provided the student has attended more than ten (10) days of the current academic year.	50% of [Comprehensive Fee x (*Days Withdrawn/Total Number of Days in the Academic Year)]





C. DISMISSAL

60% of the unused Comprehensive Fee, prorated, provided the student has attended more than ten (10) days of the current academic year.

60% of [Comprehensive Fee x (\* Days of Dismissal/Total Number of Days in the Academic Year)]

Enrollment in the TRPP is contingent upon the full payment of the mandatory TRPP Fee, which is 2% of the Tuition Balance, as defined below. This mandatory TRPP Fee is to be paid with the first installment of the selected payment plan: July 1 if Payment Plan A (Pay in Full); July 1 if Payment Plan B (Semester); June 1 if Payment Plan C (Monthly) .

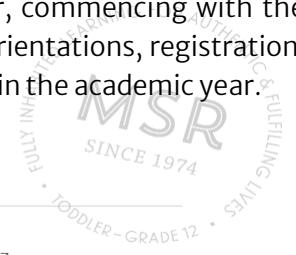
In the event of a separation from school for any of the approved reasons, the TRPP refund, under the refund formula outlined above, will be handled by MSR’s Business Office. Some delay is an inevitable part of this process, as the School must gather information on any outstanding charges to the student’s account before rendering a final accounting and/or a refund. The Non-Refundable Deposit, Non-Refundable New Family Fee (if applicable), TRPP Fee, and Finance Charges or Late Fees (if applicable) will not be refunded.

As the specifics of TRPP are clearly outlined in this document, disputes or differing interpretations are extremely rare. If such a dispute should arise, however, it is understood by the terms of this document that the final decision-making authority will rest with the Head of School.

**DEFINITIONS**

1. The Comprehensive Fee is the Tuition Balance, as defined in Paragraph 2, plus any additional charges for enrollment in optional School programs and services such as All-Day Miners care, before-school care, after-school care, conference day care, spring break care, and/or bus services. The Comprehensive Fee does not include any additional fees, such as IB and/or AP testing fees, international field trips, or student's selective enrollment in additional auxiliary programming such as Studios or Summer Camps that may be assessed during the school year.
2. The Tuition Balance is the total amount of tuition for the academic program in which the student enrolls, less any Tuition Assistance or Remission awards, any applicable discounts, and the Non-Refundable Deposit.
3. The academic year upon which refunds are based consists of instructional days in the school calendar, commencing with the first day of formal academic instruction. Pre-season athletic practices, orientations, registration, staggered start dates, and graduation days are not included in the academic year.

If the student enrolled mid-school year, the academic year upon which refunds are based consists of instructional days in the school calendar, commencing with the student’s first day of class. Pre-season athletic practices, orientations, registration, staggered start dates, and graduation days are not included in the academic year.





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4. “Withdrawal” means complete, voluntary severance from classes for the balance of the academic year. “Dismissal” means complete, involuntary severance from classes by school authorities for the balance of the academic year. Temporary absences, temporary suspension, or a change of program enrollment for any reason are not bases for claims.
5. Withdrawal due to a student’s normal pregnancy or normal childbirth is defined for purposes of coverage as a non-medical withdrawal. Temporary absence for this reason is not a basis for claim.

### TERMS OF TRPP COVERAGE

#### **MEDICAL**

Coverage is from the first-class day of the academic year through the last day of the academic year.

##### *Medical Conditions Excluded from Coverage*

1. Withdrawal due to any physical or medical condition which would not qualify as a disability under the Americans with Disabilities Act or does not substantially limit any of the student’s major life activities.
2. Withdrawal due to any physical or medical condition for which the student does not regularly receive treatment by a licensed healthcare provider during the period of absence or withdrawal.
3. Withdrawal due to any physical or medical condition which is temporary or otherwise does not preclude the student from attending and/or participating in academic instruction or other School-sponsored activities for a substantial amount of the academic year.

#### **NON-MEDICAL**

Coverage is for the entire academic year provided the student has attended more than ten (10) school days of the current academic year.

##### *Non-Medical Conditions/Circumstances Excluded from Coverage*

1. Any withdrawal or dismissal prior to or within the first ten school days of the academic year.
2. Inability of the School to provide formal academic instruction on campus, provided that academic instruction is provided online or through other means.
3. Temporary school closure or temporary inability to provide formal academic instruction.
4. Withdrawal caused by insurrection, rebellion, riot, civil commotion, or any governmental order directed to the student.
5. War or act of war, declared or undeclared; any nuclear reaction, controlled or accidental; participation in a riot.
6. Destruction or loss of use of any school facility.
7. Boycotting of classes.





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8. Pandemic or fear of contagion.
9. Changes in personnel or classroom assignment.

### **DISMISSALS**

Coverage is from the first-class day of the academic year through the last day of the academic year.

#### *Dismissal Conditions/Circumstances Excluded from Coverage*

1. Dismissal for use or possession of drugs (any drug or agent classified as a narcotic, hallucinogenic, psychedelic, or having similar classification or effects). Exception: If drug or agent is administered under legally qualified medical procedures.
2. Dismissal for actual violence, imminent violence, or threat of imminent violence or any physical aggression that may cause harm to others.
3. Dismissal for the possession of a weapon on School property, including School-owned or leased vehicles, or at School-sponsored events on or off School property. Weapons and replicas of weapons constitute any item used to threaten or cause actual harm, including but not limited to, firearms, knives, metal knuckles, chains, razors, explosives, poisonous or noxious gases, or any other tool or instrument capable of inflicting bodily injury.

