



Name of student: ("Student")

Grade

We, the student's parents/legal guardians ("Applicant"), by signing this Tuition Contract ("Tuition Contract"), request that Charlotte Jewish Day School ("School") accept the Student for enrollment for the 2010-2011 academic year. In consideration for holding a place for the Student in the School, we agree to the following terms and conditions.

1. Regulations: Upon acceptance of the Student to the School, we and the Student will be bound by all policies, rules, and regulations as may be published and amended by the School from time to time and to the terms of this Tuition Contract.

2. Admission: Attending the School is a privilege and not a right, and the School retains the right, in its sole discretion, to determine whether or not to select a Student for admission, to re-enroll a Student, or to require a Student to withdraw from the School during the academic year. A Student may be voluntarily or involuntarily withdrawn from the School due to violation of the School's regulations, violation of law, personal maladjustment, prolonged academic deficiency, lack of parental cooperation, or non-payment of any amount due to the School. Admission for returning Students for the new school year is dependent on the balance being current. Any re-enrollment deposit paid prior to receipt of payment of an overdue account will be applied to the delinquent account.

3. Fees & Charges: We will pay the School the following ("Fees"):

A. Deposit: \$1,500.00 non-refundable deposit, payable upon submission of this Tuition Contract.

B. Fair Share Program Fee: \$500.00 non-refundable fee if one Student is enrolled, and \$625.00 non-refundable fee if more than one Student is enrolled in the School, payable on or before May 1, 2010; or alternatively, earn the equivalent fair share hours.

C. Default Fees:

- 1) Late Payment Fee of \$25.00 per month, if we fail to make any payment under the terms of this Tuition Contract on or before the day the money is due;
- 2) Return Fee of \$25.00, if any check, draft, or Automated Clearing House item is returned to the School for non-sufficient funds; and
- 3) All costs and fees incurred by the School as a result of our failure to pay any amount due under the terms of this Tuition Contract when due, including, but not limited to, collection costs, attorneys' fees, and reasonable court costs.

4. Tuition: We will pay the School \$10,401.00 (Junior Kindergarten); \$11,900.00 (Kindergarten); \$12,686.00 (Grades 1-5); \$20,871.00 (Ein Gedi Program) for tuition ("Tuition"). Tuition will be paid in accordance with one of the following three payment plans that we select (please check one of the following three options):

Option 1:

SINGLE PAYMENT PLAN
(after \$1,500.00 deposit)

Payment No.1
Due Date:
June 30, 2010

\$ 8,901.00 (Jr. Kindergarten)
\$10,400.00 (Kindergarten)
\$11,186.00 (Grades 1-5)
\$19,371.00 (Ein Gedi)

Option 2:

TRADITIONAL THREE-PAYMENT PLAN
(after \$1,500.00 deposit)
Payment No.1, No.2, and No.3

Due Dates:
June 30, 2010
September 1, 2010
January 1, 2011

\$2,967.00 Jr. Kindergarten
\$3,467.00 (Kindergarten)
\$3,729.00 (Grades 1-5)
\$6,457.00 (Ein Gedi)

Option 3:

10 MONTHLY PAYMENTS
THROUGH FACTS
MANAGEMENT SYSTEMS

(after \$1,500.00 deposit)
Payments No. 1– No. 10

\$ 890.10 (Jr. Kindergarten)
\$ 1,040.00 (Kindergarten)
\$ 1,118.60 (Grades 1-5)
\$ 1,937.00 (Ein Gedi)

5. Non-Refundability: We agree that we must notify the School in writing if, at any time, we decide not to enroll the Student or desire to withdraw the Student from the School. If, at any time, after the date of this Tuition Contract, for any reason, we decide not to enroll the Student, the Student's enrollment is terminated, or the Student is either voluntarily or involuntarily withdrawn from the School, we agree that:

- 1) We will not be entitled to a refund of any amounts designated as non-refundable in this Tuition Contract.
- 2) If written notice is given by April 30, 2010, we will not be obligated to pay Tuition pursuant to paragraph 4.
- 3) If written notice is given after April 30, 2010 but by June 30, 2010 we will be obligated to pay 80% of the Tuition pursuant to paragraph 4.
- 4) If written notice is given after June 30, 2010, we will be obligated to pay the entire Tuition pursuant to paragraph 4.

We shall pay all Tuition and Fees when due, in accordance with the provisions of this Tuition Contract and the Consumer Credit Sale Agreement, if applicable, and will continue to be bound by the terms of such agreements until all such amounts have been received by the School.

Default: Upon any breach of our obligations under this Tuition Contract, we agree that the School may accelerate the balance due under the terms of this Tuition Contract, enforce its rights, suspend the Student's enrollment, and withhold transcripts and/or grade reports from the Student, from us or any other third party.

6. In view of this obligation, we understand that the Tuition Refund Policy is being required at this time to protect our yearly financial obligations under the terms of the Enrollment Contract. This program refunds fees (prepaid and due) in the event of separation according to the terms of the policy.

We have received and read the enclosed information detailing the terms and conditions of coverage concerning this policy. It is imperative that Box A or B below is checked for each child enrolled. Note: Participation is required unless the full annual charges are paid by June 30, 2010, in which case the Plan is elective.

____A. We wish to participate in the Tuition Refund Policy. The yearly premium rate is \$208.00 (JK); \$238.00 (K); \$254.00 (grades 1-5); \$248.00 and \$417.00 (Ein Gedi). We authorize the School to process and collect any claim payment to which we are entitled under the Tuition Refund Policy and credit it to our account, paying any excess to us.

____B. We do not wish to participate in the Tuition Refund Policy. We understand that it is our responsibility to pay the yearly fees in full by June 30, 2010.

____C. We do wish to participate in the Tuition Refund Policy even though our yearly fees will be paid in full by June 30, 2010, in order to protect our financial investment should our child be voluntarily or involuntarily withdrawn from the school.

7. Tuition Assistance: In the event we believe that we cannot pay the Tuition and/or Fees, we may submit an Application for Financial Assistance to determine eligibility for a deferred payment plan or need-based scholarship. The School's ability to grant a payment deferral or to provide such assistance is limited, and all such decisions are solely made in the discretion of a subcommittee of the School's Financial Policy Committee. Eligibility is determined by an outside agency on the basis of financial information it receives on behalf of the Student. Applicants requesting assistance must pay all applicable fees and submit the necessary forms, including copies of the most recent paycheck(s), current year's income tax returns, and a letter explaining the need for assistance, prior to December 18, 2009.

8. Joint & Several Liability: If more than one parent or legal guardian signs this Tuition Contract, each is jointly and severally obligated to pay the full amount owed and to fulfill all obligations herein. The School may enforce its rights under this Tuition Contract against each Applicant individually or jointly, which means that each Applicant may be required to pay all of such amounts owed. The School may release or waive enforcement of this Tuition Contract against one Applicant and such a waiver or release will not extend or extinguish the liability of the other Applicant.

9. Assignability: We may not assign our obligations under the terms of this Tuition Contract to any other party without the written consent of the School. Any such assignment shall be null and void. The School may assign its right to collect payments or enforce its other obligations to any third party without the consent of the Applicant.

10. Waivers: We waive our rights to require the School to do the following: (a) to demand payment of amounts due (known as "presentment"); (b) to give notice that amounts due have not been paid (known as "notice of dishonor"); and (c) to obtain an official certification of non-payment (known as "protest"). No failure by the School to insist upon the strict performance of any provision contained in this Tuition Contract, or to exercise any right or remedy available upon a breach or any subsequent breach of such provision, shall act as a waiver of any rights or remedies under this Tuition Contract. No obligation, covenant, agreement, term, or condition of this Tuition Contract, and no breach of this Tuition Contract shall be waived, altered, or modified, except by written instrument. No waiver of any breach shall affect or alter this Tuition Contract, but each and every obligation, covenant, agreement, term, and condition of this Tuition Contract shall continue in full force and effect with respect to any other then-existing or subsequent breach of this Tuition Contract. We understand that the School may grant waivers or make policy exceptions from time to time to accommodate special circumstances. No waiver or other accommodation for any other person shall affect or alter this Tuition Contract or imply that a similar waiver or accommodation will be granted to any other person.

11. Release: To the fullest extent permitted by law, we, on behalf of ourselves and on behalf of the Student, hereby release and hold the School, its agents, and employees harmless from all claims, damages or other liabilities for injuries to the Student, his/her parents, or legal guardians, which are not the result of gross negligence by the School, its agents, or employees. The Student, his/her parents, or legal guardian also hereby agree to indemnify and hold the School harmless for any damages incurred by the School or any third party as a result of actions taken by the Student or his/her parents or legal guardians.

12. Entire Agreement: This Tuition Contract contains the entire agreement between the Applicant and the School concerning the subject matter hereof, and no oral or written statements not specifically incorporated herein by reference shall be of any force and effect. No modification or waiver of this Tuition Contract shall be binding on either party unless set forth in a document executed by these parties or a duly authorized agent. This Tuition Contract benefits the School, its successors and assigns, and binds the Applicant, his or her heirs, personal representatives, and assigns. If any provision of this Tuition Contract shall for any reason be held to be invalid or unenforceable, such determination shall not affect the enforceability of the remaining provisions of this Tuition Contract.

13. Giving of Notices: Any notice that must be given to the Applicant under this Tuition Contract will be given by delivering it or by mailing it by first class mail addressed to the Applicant at the address contained in this Tuition Contract. Any notice that must be given to the School under this note will be given by mailing it by first class mail to the School's principal place of business.

14. Governing Law: This Tuition Contract shall be governed in accordance with the laws of the State of North Carolina.

15. Effectiveness: This Tuition Contract shall become effective when executed, dated, and delivered by all parties hereto.

WE UNDERSTAND THAT AFTER JUNE 30, 2009, OUR OBLIGATION TO PAY ALL FEES FOR THE FULL ACADEMIC YEAR IS UNCONDITIONAL AND THAT NO PORTION OF SUCH FEES SO PAID OR OUTSTANDING WILL BE REFUNDED OR CANCELLED NOTWITHSTANDING THE SUBSEQUENT ABSENCE, WITHDRAWAL, OR DISMISSAL FROM THE SCHOOL OF THE STUDENT NAMED ON THIS TUITION CONTRACT.

We affirm that we have read, understand and accept the terms and conditions of this Tuition Contract. Contract and the terms and conditions of the Consumer Credit Sale Agreement, if applicable.

Signature of Applicant

Name (Printed)

Date

Signature of Applicant

Name (Printed)

Date

ACCEPTED BY CHARLOTTE JEWISH DAY SCHOOL:

Signature

Date

Admission is without regard to race, creed, color, sex, or national origin.