

affirming the action of the State Superintendent of Schools in denying a certificate may appeal from the Board's decision to the circuit court of the county wherein the applicant purposes to operate, or to the Superior Court of Baltimore City, if the applicant purposes to operate therein. On any such appeal from the action of the State Board of Education in either revoking such certificate or in affirming the action of the State Superintendent of Schools in denying a certificate, there shall be a rebuttable presumption that the action of the State Board of Education is proper and in the public interest. The burden of proof shall be upon the appellant to show that the decision complained of is either against the public interest, or that the State Board of Education's discretion in rendering its decision was not honestly and fairly exercised or was arbitrary or unsupported by any substantial evidence, or was unreasonable or beyond the powers of the Board or illegal. The appeal shall be heard by the court without a jury or with a jury if either party so request. The State Board may be a party to such appeal. If the court affirms the action of the State Board of Education in revoking a certificate, the revocation of such certificate shall thereupon become effective, if previously stayed. Either party shall have the right of appeal to the Court of Appeals from any decision of the court on the question of denial or revocation of a certificate.

(c) *Any school which is required to secure a Certificate of Approval from the State Superintendent of Schools, except nursery schools, kindergartens, elementary schools, accredited high schools and accredited institutions of higher learning, which requires a deposit more than thirty days in advance of the actual starting date (whether a note, cash or otherwise) of Fifty Dollars (\$50.00) or ten percent (10%) of the tuition fee, whichever is less, may be required at the discretion of the State Superintendent to furnish a performance bond IN SUCH FORM AS THE STATE SUPERINTENDENT SHALL DETERMINE TO BE NECESSARY, CONDITIONED ON THE FAITHFUL PERFORMANCE OF ALL AGREEMENTS AND CONTRACTS WITH STUDENTS, AND ON COMPLIANCE WITH THE PROVISIONS OF THIS SUBTITLE, in any amount not to exceed Twenty Thousand Dollars (\$20,000.00). THE AGGREGATE LIABILITY OF A SURETY FOR ALL BREACHES OF THE CONDITIONS OF SUCH BOND AS MAY BE REQUIRED SHALL IN NO EVENT EXCEED THE AMOUNT OF SUCH BOND. Such bond shall not be required in cases where the tuition is less than One Hundred Dollars (\$100.00) per academic or calendar year.*

(d) *No enrollment contract between a nonpublic school required to secure a Certificate of Approval from the State Superintendent of Schools, except those exempted in subsection (c) hereof and a prospective student thereof, shall be valid unless executed on a form approved by the State Superintendent. If a note is to be executed in connection with the payment of tuition or fees set forth in the enrollment contract, it shall be referred to in and attached to the contract of enrollment.*

(e) *No nonpublic school, except those exempted in subsection (c) hereof, may employ a sales representative or solicitor who holds himself out as a counselor unless said person meets the requirements of the State Department of Education for a certificate in counseling.*