

# THE ST. AUSTIN SCHOOL TUITION CONTRACT

## for the 2020 - 21 Academic Year

**Student(s) Name(s)** \_\_\_\_\_

**2020-21 Grade(s)** \_\_\_\_\_

In exchange for the undertaking of The St. Austin School (“the School”) to provide educational services as a private elementary school, I/We, the undersigned parent(s) or guardian(s), seek to enroll the above-named child(ren) in the School for the 2020-2021 academic year pursuant to this Tuition Contract (the “Agreement”) and subject to the rules and regulations of the School.

**Tuition Contract Due Date** - This signed tuition contract and the tuition deposit are due **by Saturday, February 1, 2020** for re-enrolling current students, and within 10 calendar days of acceptance for new students (for the 2020-21 school year) applying after February 1, 2020.

**Tuition and fees** - I/We agree to pay the tuition and fees in accordance with the terms and conditions specified below. Current year charges per student enrolled are:

	<u>Pre-K (Ages 3 &amp; 4) Please circle your choice</u>			<u>Kindergarten - 8<sup>th</sup> Grade</u>		
	<u>Tuition-full day</u>	<u>Tuition, ½ day</u>	<u>Books/Supplies</u>	<u>Tuition K - 4</u>	<u>Tuition 5-8</u>	<u>Books/Supplies K-8</u>
5 days/week	\$ 7,995	\$ 6,995	\$ 185	\$ 7,890	\$ 8,295	\$ 295
3 days/week	\$ 4,430	\$ 3,380	\$ 95			

These amounts are in addition to costs associated with Before/After care, participation in sports, drama and other extracurricular activities. Your application fee will apply to the first Tuition installment.

**Payment Schedule** - A deposit of \$ 1,000 per student must be submitted at the time the contract (signed by both parents/guardians) is submitted to the School. The remaining tuition and fees will be paid through (choose one):

- One (1) payment due August 1, 2020 (payment is made directly to the School).
- Two (2) equal payments due August 1, & December 1, 2020 (made directly to the School).
- Monthly automatic bank payments through FACTS. A \$45 fee per family, per year, will be charged by FACTS for this option. Payments must be completed by April 30, 2021. <https://online.factsmgt.com/signin/3GFVW>
- Credit Card payment through FACTS (MasterCard, Discover or AMEX; completed by April 30, 2020). There is a \$45 fee per family, per year, for this option and a “convenience fee” of \$2.85 per \$100 charged.

The School reserves the right to demand immediate payment of tuition in full if tuition payments are not made as per payment arrangement. In the event that the School takes any action to collect, I/we agree to pay all costs and expenses incurred in connection with such action, including attorneys’ fees.

**Tuition Obligation** - I/We understand and agree that the School incurs substantial costs which are based on the number of students enrolled for a school year. As a result of such reliance on student enrollment numbers, I/we understand and agree that my/our obligation to pay the tuition for the **full 2020-21 school year is unconditional.**

**No Refund policy** - Tuition deposits and the unconditional payments promised above are non-refundable, even in the event of a student’s withdrawal. If a family should incur unusual and extraordinary circumstances which require a student’s withdrawal (for example, job loss or out-of-town job transfer), the School may consider a tuition refund on a case by case basis and in the sole discretion of the School. In such event, the family must first submit a written request fully documenting their reasons for withdrawal. Refunds or forgiveness of the remaining promised payments are very rare and would not be granted as a result of a parental decision to send a student to a different school.

**Late Charges and Other Fees** - A fee of \$25, plus any applicable bank fees, will be charged for any payment returned for insufficient funds. A \$50 late fee per student will be charged each month for any payment not made within 10 days of the due date.

**Photo release** - I/We hereby give consent for the School to use my/our, or the student(s) photograph and likeness for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web content. I release the School from any expectation of confidentiality or privacy for the student(s) and myself from such usage.

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**School location** - The School will attempt to secure facilities within the “Desired Area” which is defined as a location within the following boundaries: From the intersection of Route 109 and Manchester road, north on Route 109 to South Eatherton Road, then to North Eatherton Road until it becomes Olive Street Road and from there to the western-most end of N Outer 40 Rd then east on N Outer 40 Rd until it ends. From the end of N Outer 40 Rd, (near Baxter Rd and I-64 / US 40) east on I-64 / US 40 to Swingley Ridge Rd, Stemme Dr, and City Center Dr. to Chesterfield Parkway West. From there, via Hilltown Village Center St. to Olive Boulevard, and then proceeding east from there on Olive Blvd. to N. Lindbergh Boulevard. Then south on N. Lindbergh Boulevard, and then south on S. Lindbergh Boulevard to Manchester Road, and then west on Manchester Road to Route 109. The school may relocate its operations at any time in the School’s sole discretion. The school will attempt to secure adequate facilities in the Desired Area, however, the school may also, at its sole discretion, relocate to a facility not within the Desired Area. In the event of a relocation of the school outside of the Desired Area, I/we may provide written notice to the school of our intent to withdraw our student or students within 10 calendar days of said relocation and will be entitled to a pro-rata refund of tuition I/we have paid for the school year.

**Waiver and Release and Limitation of Remedies** - I/We hereby forever release and discharge the School and its affiliates, sponsors, successors, assigns, officers, directors, employees and agents from any and all obligations, liabilities, costs, damages, expenses, claims, causes of action and duties, however and whenever originating, arising from any act, omission or neglect of the School. In no event will the School be liable for any incidental or consequential losses due to any failure of performance under this Agreement and, subject to the No Refund Policy stated above, damages shall in no event exceed the amount of one year’s tuition.

**Student Dismissal** - The School reserves the right to dismiss a student at any time in its discretion if it is determined that the student’s continued enrollment is no longer in the best interest of the student or of the School. In such case, the School may consider a partial tuition refund on a case by case basis and in the sole discretion of the School.

**Non-Discriminatory Policy** - The School does not discriminate against applicants or students on the basis of race, sex, color, and national or ethnic origin. The School adopts this racially nondiscriminatory policy as to students, makes this policy known to the general public, and operates in a bona fide manner in accordance therewith in administration of its educational policies, admissions policies, tuition assistance, scholarship and loan programs (if any), and other school administered programs.

**Invalidity of Particular Provisions** - If any term or provision of this Agreement is declared illegal, invalid, unenforceable, or void, the remaining terms and provisions of this Agreement shall not be affected thereby and shall remain effective and fully enforceable.

**Entire Agreement** - This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein. No restrictions, promises, representations, warranties, covenants or undertakings exist other than those expressly set forth or referred to herein. The Agreement supersedes all prior agreements and understandings between the Parties with respect to the subject matter hereof. The Agreement may be amended, modified, or supplemented only by written agreement of the Parties hereto.

I/We, the parent(s)/guardian(s) of the above-named student(s) have read, understand and agree to the terms and conditions of this Agreement.

**Father or Guardian:**  
Printed Name: \_\_\_\_\_

**Mother or Guardian:**  
Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Acceptance by: The St. Austin School:** \_\_\_\_\_ Date: \_\_\_\_\_

Make checks payable to: **The St Austin School P.O. Box 6906, Chesterfield, MO 63006**  
**www.SaintAustinSchool.org**