

SAMPLE

# THE ST. AUSTIN SCHOOL

CATHOLIC ✚ CLASSICAL

<p>Test (New) The St Austin School Year: 2024-2025 Grade: 08</p> <p>Instructions &amp; Resources</p>
Enrollee Information
Religious Affiliation
Household
Grandparents
Emergency Contacts and Authorized Pickup
Medical Information
The St. Austin School Tuition Contract
FACTS Tuition Plan Selection
Document Upload
Electronic Signature Page
Complete Review and Submit

## The St. Austin School Tuition Contract

### Electronic Record and Signature Disclosure

Please read and agree to the Electronic Record and Signature Disclosure below.

This Electronic Signatures in Global and National Commerce (E-Sign) Disclosure and Consent Notice ("Notice") allows the use of electronic records to satisfy any statute, regulation, or rule of law requiring that such information be provided in writing, if you, the consumer, affirmatively consent to such use and have not withdrawn such consent.

- 1. Electronic Signature on Documents Presented:** Your consent covers only the document(s) for which you are presently signing. You understand and agree that your electronic signature on any document presented that requires a signature shall be legally binding and such transaction shall be considered authorized by you. Checking the box creates an electronic signature that has the same legal force and effect as a handwritten signature.
- 2. Non-Electronic Copies:** You have the right to receive a paper copy of the record for which you provided an electronic signature. If you wish to receive a paper copy of the record, please send an email to your school administrator or call your school administrator. There are no fees for a copy of the requested record.
- 3. Withdrawing Your Consent:** To withdraw your consent prior to completing your transaction, simply exit this session prior to accepting this Electronic Signature Agreement. To withdraw your consent after you have already accepted this Electronic Signature Agreement, you must send an email to your school administrator or call your school administrator. Your notice of withdrawal will be effective within a reasonable time after the school receives the withdrawal notice. The school will not impose a fee to process the withdrawal of your consent. If you withdraw your consent after accepting this Electronic Signature Agreement, all prior electronically signed documents will be unaffected and are still subject to the federal Electronic Signatures in Global and National Commerce Act.
- 4. Hardware and Software Requirements:** In order to sign documents presented for signature through the on-line process, you will need:
  1. Access to the Internet.
  2. Access to a computer or similar device and current browser software that is capable of receiving displaying, and accessing, any communications, disclosures, notices and other records. We support the most current version of popular browsers such as Google Chrome, Microsoft Edge, Mozilla Firefox, and Safari. The use of the most current browser versions is recommended.
  3. Access to a valid e-mail address.
  4. Access to software which permits you to receive and access Portable Document Format "PDF" files, such as Adobe Acrobat Reader version 8.0 or higher (available for downloading at <http://get.adobe.com/reader/>).
  5. Sufficient storage space to save agreements, communications, disclosures, notices, and other records (whether presented online, in e-mails, or in PDF format) or the ability to print such agreements, communications, disclosures, notices, and other records.
  6. Access to a printer (if you wish to print paper copies of any agreements, electronic communications, disclosures, notices, or other records).
  7. If we change the minimum hardware and/or software requirements, we will notify you of the changes via our websites.
- 5. Federal Law:** You acknowledge and agree that your consent to your electronic signature is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

I agree to use electronic records and signatures

\*  Yes  No

In exchange for the undertaking of The St. Austin School ("the School") to provide educational services as a private Catholic elementary school, I/We, the undersigned parent(s) or guardian(s), seek to enroll the herein-named child(ren) (hereafter, "Student") in the School for the 2024-25 academic year pursuant to this Tuition Contract (the "Agreement").

**Tuition and fees** - I/We agree to pay the tuition and fees specified in this Agreement.

**Payment Schedule** - A deposit of \$ 1,000 per student and an enrollment fee of \$25 per student must be submitted at the time the contract (signed by both parents/guardians) is submitted. The remaining tuition and fees will be paid through.

- One (1) payment through FACTS, due August 5, 2024.
- Two (2) equal payments through FACTS due August 5, & December 5, 2024.
- One (1) payment by check, due August 5, 2024 (mailed to PO Box 6906, Chesterfield, MO 63006)
- Two (2) equal payments by check due August 5, & December 5, 2024 (mailed to PO Box 6906, Chesterfield, MO 63006).
- Monthly automatic payments through FACTS. Payments must be completed by May 20 2025.
- Credit Card payment through FACTS (MasterCard, Discover or AMEX; completed by May 20, 2025). There is a "convenience fee" of \$2.95 per \$100.

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 2024-25 school year is unconditional.**

\*  **Initial, Father or Guardian:**  
Name:   
Date: / /2024

*If only one custodial parent, please enter "NONE" on the appropriate line*

\*  **Initial, Mother or Guardian**  
Name:   
Date: / /2024

**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 generally will not be granted as a result of a parental decision to send a student to a different school.

\*  **Initial, Father or Guardian:**  
Name:   
Date: / /2024

\*  **Initial, Mother or Guardian**  
Name:   
Date: / /2024

**Release of Liability and Limitation of Remedies** - I/We hereby forever release and discharge the School and its affiliates, sponsors, successors, assigns, officers, directors, employees, volunteers, and agents (collectively "Staff") from any and all obligations, liabilities, costs, damages, expenses, claims, causes of action and duties (collectively, "Claims"), however and whenever originating, arising from any act, omission or neglect of the School, including without limitation Claims related to Students or family members contracting or transmitting infectious diseases while participating in School activities. I/we recognize and agree that the School has no expertise in or practical ability for protecting Students or families from such diseases and, consequently, has no legal responsibility therefor.

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.

**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.

**Non-Discrimination Policy.** - The School does not discriminate against applicants or students on the basis of race, sex, color, and national or ethnic origin in the administration of its educational and admissions policies, tuition assistance, scholarship and loan programs (if any), and other school administered programs.

**School location** - The School will attempt to secure facilities within the "Desired Area" which is defined as a location within the following Zip codes:

63011, 63017, 63146, 63132, 63141, 63124, 63131, 63119, 63122, 63005

The school may relocate its operations at any time at the School's sole discretion. The school will attempt to secure adequate facilities in the Desired Area, however, the school may, 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.

**School Rules and Policies** – The School has the sole discretion to set and enforce reasonable rules and policies for Student and family conduct while engaged in School activities for the good of Students and the School community. The School reserves the right to dismiss a student at any time in its sole 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.

**Need for financial support** – Like most private Catholic schools, the School’s tuition income does not cover the entire cost of running the school. The “Gap” between tuition and fees collected and expenditures varies, but the School expects it to be about \$ 2,500 per student for the 2024-25 school year.

**Would you like to assist and contribute to this area?**

\*  Yes  No

**Invalidity of Particular Provisions** - If any term or provision of this Agreement is declared invalid, or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby and shall remain effective and enforceable to the fullest extent allowed by law.

**Entire Agreement** - This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes all prior agreements and understandings with respect thereto. No agreements or undertakings exist other than as set forth herein. This Agreement may not be changed in any way except by written instrument signed by the Parties.

**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.**

\*  Parent / Guardian Signature:

Name:

Date: / /2024

\*  Parent / Guardian Signature:

Name:

Date: / /2024

## THE ST. AUSTIN SCHOOL TUITION CONTRACT for the 2024 - 25 Academic Year, Appendix

**Student First:**

\*

**Last name:**

\*

**2024-25 Grade:**

\*

**Tuition Contract Due Date** - This signed tuition contract and the tuition deposit are due by February 6, 2024 for re-enrolling current students, and within 10 calendar days of acceptance for new students (for the 2024-25 school year) applying after February 6, 2024.

### **Financial Assistance**

The financial assistance application process (Tuition Assistance Application Process) includes:

- application for any Beyond Sunday assistance for which the family is eligible,
- application for any MO Scholars assistance for which the family is eligible, and
- completion of the FACTS Tuition Aid forms on line and providing all required documentation to FACTS (this FACTS process includes payment of an approximately \$ 30 fee to FACTS).

After Parents have executed this Tuition Contract and have fully completed the Tuition Assistance Application Process, the School will evaluate the requested financial assistance, assess its available resources, and make a financial assistance award decision (the “Decision”).

Parents will be informed of the school’s financial aid award Decision by April 25 (or as soon as practicable if the Application is completed after February 28th). If the assistance awarded by the Decision is less than the full amount of the Parents’ stated need, Parents have the right to cancel this Tuition Contract by informing the School of the cancellation in writing within 7 days after being informed of the Decision by the School.

If the parents cancel the Tuition Contract at that time and the assistance awarded by the Decision is less than the full amount of the Parents’ stated need, all application fee(s) and tuition deposit(s) paid will be refunded.

**Tuition & fees** - I/We agree to pay the following tuition and fees:

**“Early Bird” contract rates (for returning students contracts received by 2/6/24)**

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**Pre-K (Ages 3\* & 4) - 8th Grade, please pick your choice.**

- 5 day, Full Day \$9,795 Books/Supplies \$195
- 5 day, 1/2 Day \$8,695 Books/Supplies \$195
- 3 day, Full Day \$5,595 Books/Supplies \$99
- 3 day, 1/2 Day \$4,795 Books/Supplies \$99
- 2days/week\*, Full Day \$5,490 + Books/Supplies \$75
- 2days/week\*, 1/2 Day \$4,490 + Books/Supplies \$75
- Tuition K-4th Grade, \$8,895 + \$295 Books/Supplies
- Tuition 5th-8th Grade, \$9,395 + \$295 Books/Supplies

\* Pre-K 3 Students can only attend Tuesday / Thursday unless space is available in the 3 or 5 day program.

**“Spring” contract rates (for returning student contracts received after 2/6/24 but before 5/31/24 and “New Family” contracts received by 5/31/24)**

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**Pre-K (Ages 3\* & 4) - 8th grade, please pick your choice.**

- 5 day, Full Day \$10,195 + Books/Supplies \$195
- 5 day, 1/2 Day \$9,095 + Books/Supplies \$195
- 3 day, Full Day \$5,895 + Books/Supplies \$99
- 3 day, 1/2 Day \$5,195 + Books/Supplies \$99
- 2days/week\*, Full Day \$5,490 + Books/Supplies \$75
- 2days/week\*, 1/2 Day \$4,490 + Books/Supplies \$75
- Tuition K-4th Grade, \$9,595 + \$295 Books/Supplies
- Tuition 5th-8th Grade, \$9,995 + \$295 Books/Supplies

\* Pre-K 3 Students can only attend Tuesday / Thursday unless space is available in the 3 or 5 day program.

**“Space Available” - Contracts received after 5/31/24**

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**Pre-K (Ages 3\* & 4) - 8th grade, please pick your choice.**

- 5 day, Full Day \$10,395 + Books/Supplies \$195
- 5 day, 1/2 Day \$9,295 + Books/Supplies \$195
- 3 day, Full Day \$5,995 + Books/Supplies \$99
- 3 day, 1/2 Day \$5,395 + Books/Supplies \$99
- 2days/week\*, Full Day \$5,490 + Books/Supplies \$75
- 2days/week\*, 1/2 Day \$4,490 + Books/Supplies \$75
- Tuition K-4th Grade, \$9,995 + \$295 Books/Supplies
- Tuition 5th-8th Grade, \$10,995 + \$295 Books/Supplies

\* Pre-K 3 Students can only attend Tuesday / Thursday unless space is available in the 3 or 5 day program.

**Late Charges and Other Fees - A fee of \$35, 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.**

**These amounts are in addition to costs associated with Before/After care, or participation in sports and other extracurricular activities that may be offered. Application fees will apply to the outstanding balance.**

**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.**

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\*  Father's (Guardian's) Signature

Name:

Date: 1/19/2024

\*  Mother's (Guardian's) Signature

Name:

Date: 1/19/2024

**SAMPLE**