



**SCHOOL OF SAINT LEO THE GREAT  
TUITION CONTRACT AND CONTRACT OF FINANCIAL RESPONSIBILITY**

This Agreement is made between the School of Saint Leo the Great (the “School”) and the parent(s) and/or guardian(s), and the party financially responsible for this Agreement (if different from the parent(s) and/or guardian(s)).

**Section 1. TUITION AND REGISTRATION**

**A. Tuition Schedules for 2019-2020 School Year**

**Yearly Tuition Rates (If paid in full on or before the first day of school):**

|   |             |
|---|-------------|
| *One Student                              | \$7,858.00  |
| *Two Students                             | \$14,975.00 |
| *Three Students                           | \$20,549.00 |
| *Single Student Active St. Leo In-Parish+ | \$7,202.00  |
| *Two Students Active St. Leo In-Parish+   | \$12,849.00 |
| *Three Students Active St. Leo In-Parish+ | \$19,171.00 |

**Monthly Tuition Rates:**

|  |            |
|--|------------|
| *One Student                               | \$ 786.00  |
| *Two Students                              | \$1,497.00 |
| *Three Students                            | \$2,053.00 |
| *Single Students Active St. Leo In-Parish+ | \$ 720.00  |
| *Two Students Active St. Leo In-Parish+    | \$1,284.00 |
| *Three Students Active St. Leo In-Parish+  | \$1,917.00 |

+Active Saint Leo In-Parish criterion is defined by **The Church** of Saint Leo the Great. If a student does not meet this criterion, the tuition will be the same as non-parishioner.

- B. All Tuition Payments must be paid via the FACTS Management Company. Enrollment in a FACTS payment plan is mandatory for all families for the 2019-2020 school year.** Tuition and Registration Fees for all returning students must be paid via FACTS. New families will pay the registration fee at the school and then enroll to pay tuition via FACTS. Please contact FACTS Management Company at 866-441-4637, or <http://online.factsmgmt.com> if you have any questions. Tuition may be paid by either:
- (1) Annual Lump Sum: A 5% discount will be given if a single payment of the Yearly Tuition Rates set forth above is made on or before the first day of the school year.
  - (2) Monthly Installments: Ten (10) equal monthly payments of the Monthly Tuition Rates set forth above. **The first monthly payment is due before August 30, 2019, and the last monthly payment is due by May 15, 2020.** There will be no exceptions to the due date of each monthly payment. If a monthly payment is not paid by the day of the month in which such payment is due, a **late charge of \$40.00** will be assessed to the parent/guardian (or financially responsible party, if any). **There are also additional fees charged by FACTS if payments are not paid on the date of your scheduled payment plan.**
- C. Registration Fees.** A registration fee of **\$395.00** is due for each student registered with the School. **This fee is non-refundable and non-transferable.**
- D. TUITION IS DUE AND NON-REFUNDABLE UPON REGISTRATION OF A STUDENT AND/OR AFTER EXECUTION OF THIS AGREEMENT.** Upon execution of this Agreement, and or payment of the Registration fee, in Section 2(C) of this Agreement the student(s) named in Section 1 is/are registered for the entire school year. ***The Yearly Tuition Rates set forth above must be paid to the School for a registered student, regardless of whether or not the student attends the School.*** This includes, but is not limited to, situations where the student registers and never commences attendance at the School, and where the student commences attendance at the School but withdraws prior to the end of the school year. The School reserves all rights to collect unpaid tuition for the remainder of the school year regarding any registered student.
- E. Nonpayment of Tuition.** Non-payment of tuition and/or fees may result in the dismissal of the student from the School. **If any account is not current by the end of any trimester or there have been at least two (2) late monthly payments, this shall result in the dismissal of the student from the School.** Students who participate in the 8<sup>th</sup> grade Washington, D.C. trip, the 7<sup>th</sup> grade Shakespearean Festival trip, the 6<sup>th</sup> grade Caritas Creek trip, and the 5<sup>th</sup> grade retreat must have all fees paid and tuition current prior to participation in these trips.

Accounts will be charged **\$25.00** for each returned check. Returned checks will not be re-deposited. After the bank has returned one check, the parent/guardian (or financially responsible party, if any) must submit a cashier's check, money order, or cash for all fees and tuition payments thereafter.

## **Section 2. ADDITIONAL FEES**

In addition to the charges described herein, the parent/guardian (or financially responsible party, if any) agrees to pay any and all applicable fees set forth on the Schedule of Fees attached hereto. All fees, once paid, are non-refundable and non-transferable.

## **Section 3. PARENT SUPPORT PROGRAMS & FUNDRAISING**

- A. School Service Hours per Family.** Each family with one or more students attending the School agrees to fulfill thirty (30) school service hours per school year. If a family chooses not to fulfill its school service hours, an assessment of **\$20.00 per hour** will be assessed for each hour unfulfilled. The first set of thirteen (13) school service hours are to be completed by December 13, 2019, and the second set of twelve (12) school service hours are to be completed by May 15, 2020. School service hours can be fulfilled through many different ways; please ask the School if you would like suggestions for how to participate in school service hours.
- B. Candy Sale.** Each family with one or more students attending the School agrees to either, before October 15, 2019: (1) participate in the candy sale and sell three (3) cases of candy; or (2) pay **\$180.00** to the School.
- C. Parent/Teacher Association.** Every parent and/or guardian is encouraged to attend all School Parent Club Meetings, as well as actively participate in Parent Club sponsored activities and events.

## **Section 4. CHILD CARE & BEFORE/AFTER SCHOOL HOURS**

- A.** The School offers an extended care facility ("CARE") for students outside of normal school hours. CARE is available from 7:00 a.m. – 8:00 a.m. and from 2:30 p.m. – 6:00 p.m. A student participating in CARE must pay a one-time registration fee of **\$50.00**. A fee of \$5.00 per hour will be charged for every hour of care. If a student participating in CARE is picked up after 6:00 p.m., a fee of **\$5.00 per minute** will be assessed. Upon three (3) occasions of late pick-up after 6:00 p.m., the School, at its sole discretion, may discontinue providing CARE services for the student.
- B.** The school day starts at 8:00 a.m. and ends at 2:30 p.m. for Pre-Kindergarten and Kindergarten; and at 3:00 p.m. for grades 1-8. Upon dismissal from school, the

student is to go directly home. Students in 5<sup>th</sup> grade and below must have written parental authorization to walk home. If the student is found loitering and/or exhibiting improper behavior in the surrounding neighborhood and is returned to the School, the student will be signed into CARE and CARE registration and fees will be assessed accordingly.

- C. Students who are on the school grounds prior to 7:45 a.m. and/or after 3:15 p.m. will be signed into CARE. If the student is signed into CARE more than one (1) time due to early drop-off or late pick-up, the **\$50.00** registration fee for CARE must be paid for that student. These CARE charges apply to all students Pre-K thru 8<sup>th</sup> grade.

#### **Section 5. CHILD CARE (PRE-KINDERGARTEN)**

The Rights of the Agency of the Community Care Licensing Division of the State of California for Pre-kindergarten child care only are as follows:

The Department has the authority to interview children or staff, and to inspect and audit child or child care center records, without prior consent. The licensee shall make provisions for private interviews with any child(ren) or staff member; and for the examination of all records relating to the operation of the child care center. The Department has the authority to observe the physical condition of the child(ren), including conditions that could indicate abuse, neglect or inappropriate placement.

NOTE: Authority cited: Section 1596.81, Health and Safety Code. Reference: Sections 1596.72, 1596.73, 1596.81, 1596.852 and 1596.853, Health and Safety Code.

#### **Section 6. MISCELLANEOUS**

- A. **Governing Law.** This Agreement is governed by the laws of the State of California.
- B. **Successors and Assigns.** This Agreement is binding on the parties' successors and assignees.
- C. **Severability; Waivers.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the same shall not affect or render any other provision(s) herein invalid, illegal or unenforceable. Any consent or waiver under this Agreement must be in writing and signed by the waiving party. Any single or partial consent or waiver of a right shall not be interpreted as a consent or waiver of any other right. The failure or delay of the School to exercise any right, power or privilege shall not preclude the future exercise thereof.
- D. **One Agreement.** This Agreement and the attachments hereto represent the sum of the understandings and agreements among the signing parties. This Agreement

replaces any prior oral or written agreement among the parties hereto and is intended to be the final, complete and exclusive statement of the terms agreed upon by the parties hereto.

- E. Indemnification.** The parent(s)/guardian(s) and financially responsible party or parties, if any, will indemnify and hold the School harmless from any loss, liability, damages, judgments and costs of any kind relating to or arising directly or indirectly out of this Agreement or any document related hereto and any litigation or proceeding related to or arising out of this Agreement or any such document; provided, however, that the parent(s)/guardian(s) and financially responsible party or parties, if any, are not required to indemnify and hold the School harmless only to the extent the School is proven to have been guilty of negligence or willful misconduct. This indemnity includes but is not limited to reasonable attorneys' fees that are actually incurred. This indemnity extends to the School, its parent, subsidiaries and all of their directors, officers, employees, agents, successors, attorneys, and assigns. This indemnity will survive termination of this Agreement.
- F. Notices.** Notices to the parent(s)/guardian(s) and financially responsible party or parties, if any, shall be sent to the addresses provided below, unless otherwise provided by such party.
- G. Headings.** Section headings are for reference only and shall not affect the interpretation or meaning of any provisions of this Agreement.
- H. Counterparts.** This Agreement may be executed in multiple counterparts and all such counterparts shall constitute one and the same agreement.
- I. Modification.** This Agreement cannot be modified unless the modification is made in writing and signed by the Principal of the School.
- J. Arbitration.** Any controversy or claim regarding the construction or application of this Agreement, or arising out of this Agreement or its breach, including controversies regarding tuition and/or fees (collectively, a "Claim"), except for controversies involving less than \$7,500, shall be resolved by arbitration.
- (1) Demand for Arbitration: A party to this Agreement may demand arbitration by delivering a written demand to the other party within sixty (60) days after occurrence of the dispute. The arbitrator(s) will give effect to statutes of limitation in determining any Claim and may dismiss the arbitration on the basis that the Claim is barred.
- (2) Rules Governing Arbitration: Any arbitration commenced pursuant to this Agreement shall be settled in accordance with the Commercial Arbitration Rules

of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

(3) Waiver of Jury Trial: By agreeing to binding arbitration, the parties irrevocably and voluntarily waive any right they may have to a trial by jury as permitted by law in respect of any Claim. Furthermore, without intending in any way to limit this provision, to the extent any Claim is not arbitrated, the parties irrevocably and voluntarily waive any right they may have to a trial by jury to the extent permitted by law in respect of such Claim. WHETHER THE CLAIM IS DECIDED BY ARBITRATION OR BY TRIAL BY A JUDGE, THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS AGREEMENT IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.

## **Section 7. AGREEMENT**

The School may, in its sole discretion, dismiss any registered student as provided herein for misconduct or actions that violate the Handbook of the School. If a registered student is dismissed from the School on such grounds, the parent(s) and/or guardian(s) of the student and the party who is financially responsible for this Agreement shall be notified, and such student's Yearly Tuition Rate is still owed to the School in accordance with Section 2(D) hereof.

This Agreement must be signed by each of the following: the parent(s) and/or guardian(s) of the student AND the party who is financially responsible for this Agreement (if different from the parent(s)/guardian(s)). The signed Agreement must be returned to the School on or before **August 5, 2019**. The registration fee from Section 2(C) and the Special Funding Fee on the Schedule of Fees (attached hereto) must be paid before child's attendance to School for the 2019-2020 school year.

By signing below you certify that you have read this Agreement and understand the requirements and duties to which you agree.

[signature pages follow]



### SCHEDULE OF FEES

**Total Tuition and Fees Expected for this Contract Year: \$ \_\_\_\_\_**  
(Please add all amounts: tuition, registration, and additional required fees)

#### Summary of Additional Fees per Family

##### FEES APPLICABLE TO ALL FAMILIES

|  |               |  |
|--|---------------|--|
| Special Funding Fee**  | \$ 350.00     | (Required by 7/21/19)  |
| Candy Sale   | \$ 180.00     | (Required by 10/15/19)   |
| Non-participation Service Hours<br>(Non-participating families ONLY) | \$ 20.00/hour | (30 hrs.x \$20.00 = \$600.00<br>maximum; fee due upon billing) |

##### FEES APPLICABLE TO SOME FAMILIES

|   |           |                              |
|---|-----------|------------------------------|
| Capital Improvement Fee (New Parent ONLY)                         | \$ 100.00 | (Required by 9/15/19)        |
| Supplemental & Promotion Fee (K ONLY)                             | \$ 130.00 | (Required by 9/15/19)        |
| Supplemental Fee (Pre-K ONLY)                                     | \$ 100.00 | (Required by 9/15/19)        |
| 8 <sup>th</sup> Grade Graduation Fee (8 <sup>th</sup> Grade ONLY) | \$ 250.00 | (Required by 11/01/19)       |
| Extended Care Registration Fee                                    | \$ 50.00  | (Required upon registration) |

#### Summary of Additional Fees per Student

|  |          |                               |
|--|----------|-------------------------------|
| Art Fee (every student)                    | \$ 20.00 | (Required by 8/19/19)         |
| Athletic Fee (participating students ONLY) | \$ 90.00 | (Required upon participation) |

#### Miscellaneous Fees

|                                |                   |
|--------------------------------|-------------------|
| Lost/Damaged Books             | Replacement value |
| Lost/Damaged Athletic Uniforms | Replacement value |

**\*\*For students accepted after August 1, 2019 the mandatory Special Funding Fee must be paid at the same time the Registration Fee is paid.**

**All fees set forth in this Schedule of Fees are non-refundable and non-transferable. Non-compliance may result in the dismissal of your child from the School of Saint Leo the Great.**