



Tuition Contract

Addendum 1

Parent(s) or Guardian(s) of Saint Michael Episcopal School student accept the following terms and conditions:

To reserve the student's place in the listed grade/age level program at Saint Michael Episcopal School, (SMES) must receive this enrollment contract completed and executed. SMES uses FACTS management company to manage student payment accounts. Final enrollment occurs when a parent has registered the student for the program, paid the initial deposit and acknowledged the stated policies and addendums.

- **Non-refundable, non-transferable Enrollment fees, Tuition payments, and other fees** are assessed **upon placement in Saint Michael Episcopal School (SMES)**, with Enrollment fees being paid at the time of registration. Tuition payments will be assessed per student; however, families may make one payment for all children enrolled in SMES.
- Remaining tuition balance may be paid monthly, semi-annually or annually.
- Monthly tuition payments are due beginning June 1, with the final payment due March 1.
 - Annual payments will be due June 1.
 - Semi-annual payments will be due June 1 and December 1.
- All payments will be made through FACTS Management System. Instructions for creating a FACTS account will be provided under separate cover.
- The Enrollment Fee of \$1000 (per child) will be charged to your FACTS account at the time the enrollment packet has been submitted.
- The Supply Fee of \$395 (per child) will be charged to your FACTS account on May 1st.
- An annual set up fee for FACTS is required: \$50 for accounts created for monthly payments and \$20 for accounts created for annual or semi-annual payments.
- A 2.85% processing fee will be assessed for payments made with credit and debit cards. There is no additional processing fee for ACH (electronic checking/savings) payments.

Any student whose first monthly payment of tuition is not received by June 15 will lose their reserved spot in the school. Failure to pay will result in immediate removal of the child from the SMES, cancellation of a place for the child in the following year's program and the inability to enroll siblings in the program for any future year. **All Enrollment, Tuition payments, and other fees are non-refundable and non-transferable as of the date of placement.**

It is understood and agreed that by the undersigned Parent(s)/Guardian(s) that the obligation to pay the above tuition balance and any additional incurred fees for the entire academic year is unconditional. If any installments for tuition or fees for any school year is past due, the School will not provide completed progress reports or recommendations on behalf of the Student to any party, except as required by law.

Withdrawal Policy:

The obligation to pay for the full academic year is unconditional and commences immediately upon execution of the Enrollment contract. No refunds or waivers of the enrollment deposit tuition payment or special fees will be made except as expressly set forth herein or as set forth in writing at the sole discretion of the School. Enrollment deposits of other students including siblings are not transferable. No tuition refunds will be made for absences, withdrawals or dismissals. Under all payment options all balances are due in full upon withdrawal or dismissal.

Parent(s)/Guardian(s) agree and accept the obligation to pay the full tuition and fees for the student for the entire academic year, regardless of whether the student is absent, withdrawn, dismissed, or otherwise ceases to attend the school for all or a portion of the academic year. Because the school makes financial commitments based on anticipated enrollment, the retention of sums paid and the requirement to pay sums outstanding, if any, shall be deemed liquidated damages, it being impractical to fix actual damages resulting from a withdrawal. A student who withdraws from the program may apply to the program at a later date but will need to do so by submitting a new student application and be assessed according to the grade or age level.

Force Majeure:

Parent(s)/Guardian(s) agree that in the event of any failure or delay in the School's performance under this contract resulting from causes beyond the school's reasonable control and occurring without its fault or negligence, including without limitation, acts of God, fire, pandemic, government restrictions, wars, an insurrections, the tuition obligations under this contract shall continue and the school shall not be liable for any such failure or delay in its performance. Parent(s)/ Guardian(s) understand that school scheduled calendar dates may be extended for a period of time equal to the time lost due to any delay so caused and or classes may be conducted via remote learning at the school's discretion. Parent(s)/Guardian(s) acknowledge that their execution of this contract is not contingent upon any particular program, curriculum, employee, or enrollment level and understand that the school retains the right to change the School's program, curriculum, or workforce at its discretion.

Parents understand that, just as the parents and students rely on the School to reserve a spot for their child based on the execution of this Contract, the School also relies on the Student and Parents to comply with their obligations pursuant to this Contract. The number of students admitted per class by SMES is limited, the resources ordered and purchased are based on the number of students committed, and students who are not admitted to the School must elect other educational options and will likely not be able to withdraw from those other commitments to replace a student who fails to comply with this Contract. Parents understand and hereby agree that all parents and guardians of the Student who have the right to make decisions regarding the Student's education shall be jointly and severally responsible for this financial obligation.

This Financial Obligation Contract contains all the terms and conditions, and Parents agree that neither party is relying on any representations made before the Contract was executed.

Pursuant to the Texas Uniform Electronic Transmissions Act, an electronic signature has the same legal effect as a manual or handwritten signature. An electronic signature will not be denied legal effect or enforceability solely because it is electronic, and any requirement for a signature is satisfied by an electronic signature. By submitting an electronic signature, the individual identified and providing the electronic signature herein verifies acknowledgement of the binding legal effect and enforceability of the electronic signature.

By signing below, I agree to abide by the provisions of the Contract and all materials incorporated in it. Unless otherwise indicated, the signature(s) below indicate agreement of the signing Parent(s)/Guardian(s) and non-signatory spouse.

