

ST. JOHN'S ACADEMY



ENROLLMENT AGREEMENT FOR SCHOOL YEAR 2019/2020

This enrollment agreement for the 2019/ 2020 school year (this "Agreement") is made and entered into by and between St. John's Academy Private School, Inc., a Florida private school corporation (the "School"), and the applicable parent(s) or guardian(s) who have signed this Agreement below ("Parents") of the following named student(s):

[Parents to provide full name(s) of each student above]

(each a "Student", collectively, the "Students"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The School hereby agrees to reserve a seat and to enroll each Student for the above academic school year and further agrees to provide the educational program and other services as prescribed for the respective grade.

2. Parents agree to pay tuition and other charges (defined below) for the above academic school year in accordance with the following:

(a) Tuition, books and supplies (collectively "tuition and supplies") are as follows:

Grade Level	Tuition
K- 5th Grade	\$6450
6th – 8th Grade	\$7365
Books & Supplies	\$500 (per child enrolled)
Our Safe Children Program	\$200 (per child enrolled)

(b) Parent(s) hereby select one of the following payment options:

Payment in Full by March 1, 2019 (\$150 discount per child applied);

Two Payments due on each of April 1 and August 1, 2019 (no discount given); or

Twelve (12) Monthly Payments, conditioned upon participation in the Tuition Obligation Plan (described below), is only permitted via automatic monthly bank withdrawal through electronic funds transfer on or after the 1st calendar day of each consecutive month from April 2019 through and including March 2020. The monthly payment plan is not eligible for payment by credit card, debit card, or check. **Even if Parents participated in the monthly payment plan last year, Parents electing monthly payments for the applicable academic year must attach a voided check to this Agreement, complete and submit the School's EFT paperwork, and make any appropriate arrangements with their bank or credit union.** Parents hereby authorize St. John's Academy to automatically withdraw monthly tuition from the Parents' designated bank or credit union account until the same is paid in full.

(c) To be eligible to participate in the monthly payment plan for tuition, the Parents hereby agree to participate in the Tuition Obligation Plan and hereby agree to deliver to the School by April 1, 2020 a one-time payment in the amount of 2.2 % of the unpaid balance of tuition.

(d) Parents acknowledge and agree that for any payments permitted to be made by credit card or debit card (i.e., payment of full tuition or payment in two installments, a 2.75% transaction fee will also be charged by the School, over and above the payment amount authorized by the Parents.

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3. Tuition Obligation Plan. The Tuition Obligation Plan (the "Plan") is intended to provide limited contractual protection to the School based on partial forgiveness of unpaid tuition payment obligations under certain limited circumstances, and only if approved by the School in its sole discretion after timely written request for consideration. The Plan only applies to the monthly tuition payment plan. As to any *unpaid* portion of your tuition obligations hereunder, under the following circumstances, you may be eligible to be released from fifty percent (50%) of the unpaid tuition balance, upon written request within 30 calendar days from any of the following events that cause the Student to be unable to remain enrolled:

- (a) Family move (greater than 60 road miles from the School);
- (b) Injury or sickness of the Student causing an absence of more than 30 consecutive calendar days;
- (c) Death of either Parent or of another child of a Parent;
- (d) Scholastic difficulties (e.g., the Student is unable to keep pace with the curriculum); or
- (e) Involuntary job loss of a Parent.

Moreover, the Plan will provide tuition forgiveness of 100% of the *unpaid* tuition balance in the event of death of the Student. Notwithstanding any term to the contrary: no portion of monies previously paid to the School will be refunded or waived in the event of absence, withdrawal, transfer, or dismissal from the School of the Student(s) and any and all payments made to the School shall be irrevocable and shall not be returned or refunded for any reason whatsoever. Parents hereby acknowledge that the purpose of participation in the Plan is solely to protect the School for the part of the Parents' yearly financial obligation payable by installment under the terms of this Agreement. The Plan reflects a contractual willingness of the School to partially waive a portion of its payment expectancy under contract law principles and is not insurance. Parents must be otherwise current on their obligations hereunder to be eligible.

Parents acknowledge and agree that, notwithstanding any term to the contrary, each and every payment that is made to the School arising out of or related to this Agreement is not refundable for any reason whatsoever, even in the case of withdrawal, dismissal of a Student for cause, or termination of this Agreement by the School for cause. Parents acknowledge and agree that TIME IS OF THE ESSENCE concerning their obligations to the School hereunder and that they are responsible for the full and timely payment of the tuition and supplies and other fees as provided herein.

4. No Third-party Beneficiaries. Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give any non-signing individual, any non-signing parent, any non-signing guardian, any non-signing attorney-in-fact, any Student, or legal or commercial entity, or any other third-party, other than the express parties as to this Agreement and their respective legal representatives and permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

5. This Agreement may be executed by the parties hereto in counterparts and delivered via facsimile, whereby the execution of a copy of this Agreement by each of the respective parties will be deemed to constitute the execution of this Agreement by all said parties.

6. Payments not delivered to the School within ten calendar days of the due date will result in a late charge of \$50. Further, payments not made within fifteen calendar days of the due date will accrue interest at Florida's maximum legal rate. Any payment that is dishonored or any check returned for insufficient funds or otherwise will result in a \$40 processing fee in addition to any other applicable fees hereunder. In addition to its other rights and remedies available to it at law, in the event of any default or breach by Parents of any obligation hereof, the School shall have the option to accelerate and declare immediately due and payable the balance of the unpaid payment obligations hereunder. Parents understand and agree that the School, in addition to its other rights and remedies which are deemed cumulative, may withhold school records and transcripts or suspend or dismiss the Student if tuition obligations are not met by the Parents.

7. Parents acknowledge and agree to be bound by the School's Bylaws and the resolutions and rules as may be passed by the School's Board of Governors from time to time along with any policies and procedures promulgated by the School's Administration. Parents acknowledge receipt of a copy of the Parent/Student Handbook and agree to be bound by same. Parents acknowledge that the Bylaws, the Parent/Student Handbook, rules, resolutions and policies may be unilaterally changed, deleted, or amended from time to time by the School in its sole discretion, and Parents hereby expressly agree to be bound by same as a condition of further attendance. In the event of a conflict between the terms of this Agreement and the terms of: the Bylaws, the Parent/Student Handbook, rules, resolutions or policies of the School, then the terms of this Agreement shall be deemed to govern and control.

8. This Agreement shall be construed in accordance with the laws of the State of Florida, without regard to its conflict of law rules.

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9. REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, WHETHER SOUNDING IN TORT, CONTRACT, STATUTE, COMMON LAW, EQUITY, OR OTHERWISE, ANY DISPUTE, LOSS, DISAGREEMENT, OR CLAIM, WHATSOEVER, ARISING OUT OF OR RELATED TO THIS AGREEMENT; THE SCHOOL, ITS OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, OR AGENTS; THE CURRICULUM; THE TEACHING METHODOLOGY; THE STATEMENT OF FAITH; THE PHILOSOPHY OF EDUCATION OF THE SCHOOL; THE BYLAWS; THE PARENT/STUDENT HANDBOOK; THE RULES, RESOLUTIONS AND POLICIES OF THE SCHOOL; AND ANY EMPLOYMENT ARRANGEMENT WITH THE SCHOOL (IF ANY); OR OTHERWISE, SHALL BE SUBJECT TO BINDING ARBITRATION ADMINISTERED PURSUANT TO CHAPTER 682, FLORIDA STATUTES. THE COSTS OF ARBITRATION AS CHARGED BY THE ARBITRATOR SELECTED SHALL BE DIVIDED EQUALLY BETWEEN THE CLAIMANT'S AND RESPONDENT'S SIDE OF ANY CASE. NO PARTY SHALL HAVE A RIGHT TO SEEK INJUNCTIVE RELIEF IN COURT UNLESS AN ARBITRATION AWARD HAS BEEN ENTERED AS TO THE PARTIES WITH FINDINGS OF FACT SUPPORTING SUBSEQUENT ENFORCEMENT OF SUCH AWARD IN COURT. ANY BINDING ARBITRATION AWARD MAY BE ENFORCED BY CONFIRMATION CONSISTENT WITH THE ABOVE STATUTE. THE PARTIES HEREBY EXPRESSLY WAIVE THEIR RIGHTS TO BRING ANY ACTION IN COURT AGAINST EACH OTHER INCLUDING, WITHOUT LIMITATION, AGAINST THE OFFICERS, DIRECTORS, AGENTS, AFFILIATES, MEMBERS, MANAGERS, ATTORNEYS, AND EMPLOYEES OF EACH OTHER, AND AGREE THAT BINDING ARBITRATION SHALL BE THE SOLE AND EXCLUSIVE MEANS FOR DISPUTE RESOLUTION FOR ALL CLAIMS WHATSOEVER. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY.

10. Parents acknowledge that processing fees are required for all installment payments and all types of payment plans must be financed through EFT Corp. The School reserves the right to assess additional fees and charges during the school year as necessary. Parents acknowledge that they are ultimately responsible for the behavior and academic performance of their child(ren). Parents represent that they are satisfied with the curriculum, teaching methodology, Statement of Faith, and Philosophy of Education of the School to enroll my child(ren) at St. John's Academy. Parents represent that they have read the Dorothy Sayers article "The Lost Tools of Learning", which was provided with the School's application for admission. Parents represent that they have read and support the goals and policies of the Parent/Student Handbook and will discuss the same with their Student(s). Parents acknowledge and agree that the handbook does not contractually bind St. John's Academy and is subject to change without notice by decision of SJA's governing body. By signing below, Parents further agree to be bound by the supplemental general terms and conditions of the School, which such terms are fully incorporated herein by reference as if fully restated herein and which such terms you represent you have accessed and reviewed at <http://www.stjohnsacademy.com/terms2217stc>

11. This Agreement shall become effective when signed by one or more Parents, delivered to the School, and when signed by the Principal. This Agreement and the supplement general terms and conditions constitute the complete and entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any and all prior promises, statements, understandings, or representations between the parties.

WITNESS OUR HANDS:

Date _____

OFFICE USE: Date Admitted _____

Parent/Guardian Signature

ADMINISTRATOR [Signature admits the Student(s)
for the school year on this contract]

Parent/Guardian Signature

Street Address

City

State

Zip