



**FRANCIS HOWELL SCHOOL DISTRICT
TUITION AGREEMENT**

THIS TUITION AGREEMENT (hereinafter “Agreement”), is made and entered into by and between the FRANCIS HOWELL SCHOOL DISTRICT (hereinafter “District”), a seven-director school district located in St. Charles County, Missouri, and _____, parents/guardians of a school-aged child (hereinafter “Parents”).

WHEREAS, Parents represent that they are the parents or guardians of, or are otherwise responsible for caring for the following school-aged child (hereinafter “Child”):

_____ (Student’s Full Name)

_____ (Date of Birth/Age)

WHEREAS, Parents further represent that they do not currently reside within the boundaries of the District, but nevertheless wish to enroll their child in the District schools on a tuition payment basis; and

WHEREAS, the District is willing to enroll the child as a tuition-paying student for the 2024-2025 school year subject to the terms and conditions set out herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. The District agrees to enroll the child as a full-time student for the 2024-2025 school year. Except as otherwise provided herein, the child will be subject to the same rights, privileges, duties and responsibilities as a resident, non-tuition paying student. In addition, the child will be allowed to participate in extracurricular activities, subject to all District and school rules, procedures, and expectations and subject to all rules of the Missouri State High School Activities Association. Parents must agree to pay any costs or fees charged to non-tuition students to participate in said activities.

2. The Board of Education of the District sets the tuition rate for each school year. The annual tuition rate for the 2024-2025 school year is \$15,749.37 for all students (grades K-12). For each school year that the child is enrolled, Parents agree to pay the annual tuition to the District in two equal installments. Fifty percent of the annual tuition is due on August 1st of the school year in question and the remaining fifty percent is due January 5th of said school year. The child shall not be allowed to start a new semester until all tuition payments are current. The child’s attendance during any time when tuition is in default will not prejudice the District’s right to seek prompt and full payment and to terminate this Agreement. If the District is required to go to Court to recover unpaid tuition, Parents agree to pay reasonable attorneys’ fees and costs associated with such litigation.

3. This Agreement is conditioned upon Parents making the child’s past education and discipline records available for preview. It is also conditioned upon the District determining that the child is likely to be successful in District schools and not likely to be dangerous to others or to self, or unduly disruptive in school. The District’s decision to admit a child is not final until all records have been received and reviewed. Parents authorize and will direct all schools the child has attended for elementary and secondary education to transfer the child’s education and discipline records to the District. The parents agree that they are responsible for obtaining all education and discipline records and will cooperate with the District in providing said records. Parents affirmatively represent that, if the child has ever been expelled or suspended from any school in the past, they have informed the District of each such event and the circumstances.

4. The child can be suspended or otherwise disciplined for misconduct at school or school-sponsored activities. If the child commits misconduct at school or school-sponsored activities which, in the District's opinion, justifies the child's being permanently excluded from District schools, the District may terminate this Agreement and the child has no further right to attend District schools. Off-campus misconduct may result in termination of this Agreement if there is a nexus or link between the misconduct and the school. In the event of termination, the District shall refund a pro rata share of the year's paid tuition, minus any costs related to the infraction and to enforcement of this provision.

5. This Agreement shall remain in effect for the 2024-2025 school year and may be renewed only with the written consent of both parties. The District will not be interested in renewing the Agreement if, in the opinion of District officials, the child's conduct at school or school-sponsored activities has been prejudicial to good order and discipline or otherwise counter to the District's expectations, or the child's academic effort and performance has been deficient. Nor will the Agreement be renewed if the parents have failed to pay tuition in a timely manner. To effectuate a renewal, the parties shall sign a new Tuition Agreement for the new school year.

6. The provisions of this Agreement will be governed by the laws of the State of Missouri.

7. This Agreement constitutes the entire agreement between Parents and the District, and supersedes all prior understandings, whether oral or written, between the parties. Any amendments or modifications to this Agreement must be in writing and signed by the parties. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS of this Agreement, the parties have signed this document on the dates written below.

NOTE: Unless the child/children are living with only one parent or guardian, both parents must sign below.

PARENT(S)

FRANCIS HOWELL SCHOOL DISTRICT

BY: _____
Print Father's/Guardian's Name

Authorized District Official

Signature

Date

BY: _____
Print Mother's/Guardian's Name

Signature

Date