

## ST. ANNE SCHOOL - TERMS & CONDITIONS

Continuous Enrollment is a contract that enrolls a student for the upcoming year and all subsequent years or until:

- The student graduates, or
- The family decides to opt out via a 30-day written notice, which must be received by the School no less than 30 days prior to the first payment due date for the next enrollment term.

### PAYMENT PLAN OPTIONS

#### **Lower School (K-5)**

**-Annual:** One payment of \$19,400 due on July 1, 2026

**-Semi-Annual:** Two equal payments of \$9,700 due on July 1, 2026 and December 1, 2026

**-Monthly Payments:** Eleven equal payments of \$1,763.64 due on the first day of every calendar month from July 1, 2026 – May 1, 2027

(Monthly Processing Fee (Per Student) - 10.00)

**Non-refundable Registration Fee:** \$750.00

**Field Study Fee:** Payment due on July 1, 2026

- 4th Grade Trip \$600
- 5th Grade Trip \$550

#### **Middle School (6-8)**

**- Annual:** One payment of \$19,900 due on July 1, 2026

**- Semi-Annual:** Two equal payments of \$9,950 due on July 1, 2026 and December 1, 2026

**- Monthly Payments:** Eleven equal payments of \$1,809.09 due on the first calendar day of every month from July 1, 2026 – May 1, 2027

(Monthly Processing Fee (Per Student) - 10.00)

**Non-refundable Registration Fee:** \$750.00

**Field Study Fee:** Payment due on July 1, 2026

- 6th Grade Trip \$1,000
- 7th Grade Trip \$1,100

For the Truth In Lending Disclosures associated with the monthly tuition payment plan select the disclosure that includes Student's grade level, [Grades K-5](#) or [Grades 6-8](#).

Parents acknowledge and agree that in addition to the fees set forth herein, additional fees for school services may be charged during the 2026-2027 school year. These items may include, but are not limited to overnight field trips, hot lunch meals, home/school bus transportation, team sports fees, after-school enrichment classes, and extended day care. Payment of such fees shall be due when charged and will either be billed and payable through a third-party billing and payment administrator, Tuition Management, or paid directly to School or a third party, as designated by School.

Tuition payments shall be made by one of the tuition payment plan options. The monthly tuition payment plan includes a processing fee of \$10.00 per month (\$110.00 total).

Parents agree to pay the full amount of tuition and fees pursuant to the terms of this Contract. The tuition and fees may be modified if Parents receive financial assistance or a Family Tuition Discount from School. Any such modification of the tuition and fees shall only be effective if set forth in a written amendment to this Agreement, signed by Parents and School. Parents understand that fees include, but are not limited to, all curriculum fees such as books, field trips, technology, activity, and educational fees. The tuition and fees may be modified if Parents receive financial assistance or a Family Tuition Discount from School. Any such modification of the tuition and fees shall only be effective if set forth in a written amendment to this Contract signed by Parents and School. Regardless of whether Parents select the annual, semi-annual, or the monthly tuition and fees payment plan, a **non-refundable** registration fee of \$750 must be paid at the time of enrollment.

**Tuition Management Service.** Parents will be billed through a third-party billing and payment administrator, Tuition Management. Parents will make all tuition and fees payments through Tuition Management unless the School specifies otherwise. Tuition Management will collect, process, and record tuition and fee payments and will issue all billing statements to Parents. Parents must pay either by electronic funds transfer ("EFT"), check, MasterCard, Visa, or American Express credit cards. Tuition Management charges a convenience fee for credit card transactions. There is no charge for EFT or checks. If Parents make tuition or fees payments by credit card, the convenience fee charge will be included and collected with tuition and fees as they become due. Tuition Management reserves the right to impose a \$40 late fee for tuition payments received after the close of business on the due date as a reasonable cost incurred due to the late payment of tuition. Tuition Management reserves the right to impose a \$30 fee for any returned check or failed ACH payment, as a reasonable cost incurred due to a returned check/ACH, regardless of the reason. St. Anne School may charge a reasonable rate of interest on any outstanding balance at a rate of 1.5% per month, as permitted by law, to offset costs incurred in connection with the outstanding balance. All fees are subject to change.

**Payment Obligations:** Parent understands that Student is being enrolled for the entire School Year or period covered by this Contract. Parent further understands that the overhead expenses of the School do not diminish with the departure of some students during the course of the school year and agrees that it is impossible for the School to determine at the time of Parent's execution of this Enrollment Contract the damage and loss to the School that would occur due to the later cancellation/withdrawal of some of the students who have enrolled. Therefore, once this Contract has been submitted to the School with the Registration Fee set forth in the section entitled "Tuition & Fees". Parent becomes liable for the

entire year's tuition and fees as liquidated damages (and not a penalty) even if the Student is withdrawn, absent, or is involuntarily separated from School UNLESS the Parent terminates this Contract in strict accordance with the cancellation procedures set forth in the paragraph entitled "Cancellation" below (or the School rejects, in its sole discretion, Student's application and unilaterally terminates this Contract). If Student is withdrawn, absent, or involuntarily separated, for any reason, including without limitation, change of residence, health, withdrawal, or expulsion, after the termination dates set forth in the paragraph entitled "Cancellation" there will be no refund or reduction of fees or tuition, and any unpaid balance may, in the School's sole discretion, become immediately due and payable.

**Cancellation:** Either Parents or School may cancel this Contract by giving the other written notice of cancellation before the close of business on July 1, 2026. Cancellation will be effective on the date it is received by the other Party. Parents must address the written notice of cancellation to the attention of the Admissions Office. In the event Parents cancel this Contract on or before July 1, 2026, Parents will forfeit the non-refundable registration fee but will not be obligated to make the tuition and fee payments set forth above. Parents agree that if they cancel this Contract on or after July 2, 2026, Parents shall pay the full amount of tuition and fees subject only to the Enrollment Withdrawal Policy stated below.

**Enrollment Withdrawal Policy:** In the event Parents withdraw Student for any reason, whether voluntary or not, on or after July 2, 2026, Parents agree to pay tuition and fees as follows:

**Lower School**

- If withdrawn July 2, 2026 - July 31, 2026, 10% of tuition and fees - \$1,940
- If withdrawn August 1, 2026 - September 15, 2026, 25% of total tuition & fees - \$4,850
- If withdrawn September 16, 2026 - October 31, 2026, 35% of total tuition & fees - \$6,790
- If withdrawn November 1, 2026 - November 30, 2026, 40% of total tuition & fees - \$7,760
- If withdrawn December 1, 2026 - December 31, 2026, 50% of total tuition & fees - \$9,700
- If withdrawn anytime on or after January 1, 2027, 100% of tuition & fees - \$19,400

**Middle School**

- If withdrawn July 2, 2026 - July 31, 2026, 10% of tuition and fees - \$1,990
- If withdrawn August 1, 2026 - September 15, 2026, 25% of total tuition & fees - \$4,975
- If withdrawn September 16, 2026 - October 31, 2026, 35% of total tuition & fees - \$6,965
- If withdrawn November 1, 2026 - November 30, 2026, 40% of total tuition & fees - \$7,960
- If withdrawn December 1, 2026 - December 31, 2026, 50% of total tuition & fees - \$9,950
- If withdrawn anytime on or after January 1, 2027, 100% of tuition & fees - \$19,900

**Tuition Assistance:** Tuition assistance for tuition is awarded to students based upon financial need at the sole discretion of the School. If at any time the tuition payment for a Student receiving tuition assistance is 30 days or more late, any unused portions of the award may be forfeited. Additionally, the Student may not qualify for tuition assistance in subsequent years. Tuition assistance is granted annually and requires reapplication each year for the subsequent school year. If Parents are found to have misstated information or provided inaccurate information in any application for tuition assistance, the School may, in its sole discretion, cancel this Contract and remove Student from School.

**Family Tuition Discounts:** St. Anne offers a multiple child discount for parents who enroll multiple children at the School for 5 days a week as follows: \$1,000/sibling (does not apply to the first child). Children attending the Early Childhood Development Center must be enrolled for 5-day weeks in order to qualify as an enrolled child for purposes of the Family Tuition Discount. If Parents receive tuition assistance, the Family Discount will NOT apply.

**Change in Legal Custody:** Parents and or guardians are obligated to advise the School in writing of any change in legal or physical custody, or in any court order either Parent has provided to School and shall do so the first school day following the change.

**Positive Relationships with Parents and Students:** Parents understand that the School believes that a constructive and positive working relationship between the School, the Student, and his or her parent (s) or legal guardian(s) is essential to the fulfillment of the School's mission and educational goals. Therefore, the School reserves the right to suspend or discontinue enrollment or to refuse to enroll or re-enroll any student if the Head of School or his or her designee concludes in his or her sole discretion that the actions of the Student and/or his or her parent(s) or legal guardian(s) interfere with this constructive and positive relationship or with the School's ability to accomplish its educational goals.

**Placement of Student:** Parents understand that the School reserves the right to place the Student in the grade level and class as the School, in its sole discretion, determines most appropriate for the Student's needs and abilities.

**Participation in School Activities and Waiver:** Parents agree and consent to Student participating in all School classes, programs, activities and events, including athletics and any School-sponsored trips away from School premises, unless Parents provide the School with written notice to the contrary. Parents acknowledge and understand the risks of accident, serious injury, and even death from participation in all School classes, programs, activities and events, including sports and trips away from School premises. With full understanding of such risks, Parents on behalf of Parents and Student, release the School, its officers, trustees, employees, and agents from any and all liability or any injury incurred by Student while attending School, and participating in School classes, programs, activities and events, including athletics and any School-sponsored trips away from School premises from any cause, including but not limited to the ordinary negligence of School, its officers, trustees, employees, and agents.

**Compliance with School Rules:** Parents understand that by entering into this Contract, Parents and Students agree to accept and abide by the School's philosophy, rules, regulations, policies, and standards expressed in St. Anne's current School Parent-Student Handbook and Code of Conduct and all the rules and regulations stated therein. The Parent-Student Handbook is provided to Parents and Student on the School's intranet. Parents understand Student's enrollment is contingent upon Student's compliance with School rules, satisfactory behavior and academic performance during the 2026-2027 academic year. School shall have the right to suspend, expel, or otherwise remove Student for unsatisfactory achievement, conduct that violates School's philosophy, rules, regulations, policies and standards, as determined in the sole and absolute discretion of School.

**Indemnification and Hold Harmless:** Parents agree to indemnify and hold the School, its officers, trustees, employees, and agents harmless from any and all claims, damages, expenses, and costs of any and all injuries or damages sustained, in whole or in part, as a result of Student's or Parents' negligent, intentional, or other conduct related to Student attending the School and participating in School classes,

programs, activities and events, including recreational, athletic, and extracurricular activities offered by the School to its students, as well as field trips and excursions away from School premises.

**Parent Contact Information:** Parents are each required to keep their current home address, cell phone, home phone, work phone number, and email address on file with the School through Tuition Management and mySAS. This information may be used for emergency contacts, standard communications, or other important purposes. If either Parent's current home address, cell phone, home phone, work phone numbers, or email address changes, the Parent with the changed information must inform the School no later than the next school day following the change. Parents agree to respond promptly to all communications from School, and School's officers, trustees, employees, and agents.

**Medical Information & Consent to Medical Treatment:** Student must have a current Student Health & Emergency form, Physician's Examination Form, and an official yellow California Immunization Card (signed, dated and stamped) or immunization exemption form on file with the School Health Center by July 15th preceding the school year (or before Student begins classes if student commences classes mid-year) or Student will be denied admission until medical forms are completed. In the event of an injury to Student or Student illness, School will make reasonable efforts under the circumstances to contact Parents. In case of injury to Student or Student illness, Parents authorize School, to take Student to the hospital, urgent care center, or other health care provider, and Parents consent to any x-ray examination, anesthetic, surgical or other medical treatment rendered by a physician, nurse, or other health care practitioner or emergency services provider. Parents understand and acknowledge that this authorization is given in advance of any specific injury or illness. Parents agree to pay all costs of medical care and services provided to Student while attending School and participating in School classes, programs, activities and events, including athletics and any School-sponsored trips away from School premises.

**Disruption of School Operations:** Although the School expects to operate its facilities during the term of this Contract, Parents understand that a "Force Majeure Event" may necessitate a cessation of all or part of its operations and result in an extension or contraction of the school year and/or a change in the facilities at which School's educational program, including classes, programs, activities and events are held. A "Force Majeure Event" includes, but is not limited to, any fire, flood, act of God (earthquake, tsunami, volcanic eruption, hurricane, tornado, lightning, etc.), governmental action, or acts or threats of the following: terrorism, epidemic, pandemic, viral outbreak, war, revolution, natural disaster, riot, strike, lockdown, or any event beyond the School's reasonable control, or that makes performance inadvisable, impracticable, illegal or impossible as determined in the School's sole discretion.

If a Force Majeure Event occurs, Parents understand that the School shall be entitled, in its sole discretion, to immediately and without notice: (1) extend, condense, or otherwise modify the School Year; (2) change the facilities in which the School's educational program, including classes, programs, activities and events, ("Program") are held; (3) change the manner and format of the Program, including but not limited to changing to an on-line electronic format, independent or parent-guided study, or any other format or manner; or (4) postpone or cease all or part of its operations and its duties, obligations, and performance under this Contract. Parents further understand that Parents' obligations under this Contract remain and will continue, and that no portion of any tuition, fees or other payments made by Parents or that are outstanding will be forgiven or refunded if the School's operations cease or are postponed, suspended or modified because of any Force Majeure Event

**School Directory:** The School's Family Directory and all information set forth therein may only be used for School purposes and for School families to have contact information to communicate with other School families for School related or social purposes. Parents may not use the Family Directory, or any information set forth therein for any purpose other than School purposes or to communicate with other School families for School related or social purposes. Any misuse, as determined in the School's sole discretion, of the School's Family Directory may result in Student's dismissal from School.

**Publications and Recording:** Parents authorize School to use Student's name, voice, signature, photograph, or likeness, in any manner, including, but not limited to, School materials, publications and promotions, published and distributed in any form, including on the School website unless the School receives written notification from Parents expressly stating that the Parents do not authorize School to use the Student's name, voice, signature, photography or likeness in School materials, publications, and promotions, including on the School website.

Parents understand that classes, programs, one-on-one meetings, and other activities, including those that are online, may be recorded by the School for promotional, marketing, or instructional purposes. The School may record one-on-one meetings between teachers or administrators and parents/students. Parents understand that since instruction may take place online via an online platform, any recording for instructional, promotional, or marketing purposes, may capture other individuals or objects that can be seen from Student's video camera or heard from Student's audio recording. Student has the option of muting the audio at various times, or disabling, the camera at various times, where it is not necessary to have those functions operating to participate in the class or when not otherwise required by the teacher or other School employee that is instructing or overseeing a class or program or participating in a one-on-one meeting.

Parents understand and acknowledge that the School prohibits Parents and Student from recording remote class sessions.

**No Guarantee of Future Enrollment:** Parents understand that current and/or past enrollment in School does not ensure future enrollment, and that School reserves the right, in the sole discretion of its Head of School, to decline enrollment to any Student for any school year. School is not obligated to provide early or any specific type of notification of its intent not to enroll Student for the upcoming school year, or any successive school year, and it is expressly agreed that declining to enroll Student shall neither be a breach of this Contract nor any other obligation on the part of School.

**Arbitration Agreement.**

a. Applicable Law: This Agreement to arbitrate disputes ("arbitration agreement") shall be governed by federal law pursuant to the Federal Arbitration Act ("FAA").

b. Binding Arbitration: In exchange for the valuable consideration of Student's voluntary enrollment at and participation in the St. Anne's School ("School"), its educational and extra-curricular and athletic programs, including any and all of its School-sponsored activities and events (e.g., field trips), I/we understand and agree that any dispute, claim or controversy arising out of or relating to the School and Student or me/us, as parent(s)/guardian(s), any legal and actionable controversy or claim arising under or relating to this Enrollment Contract or its breach, including any dispute relating to Student's enrollment, education, activities, and disciplinary actions at School and Student's departure from School,

including the determination of the scope and applicability of this arbitration agreement, to the extent permitted by law, shall be settled solely by final and binding arbitration pursuant to the FAA before a single neutral arbitrator chosen from a JAMS panel of arbitrators in Orange County, California in accordance with the JAMS comprehensive arbitration rules & procedures then in effect which can be accessed at <http://www.jamsadr.com/rules-clauses>. Judgment on the award may be entered in any court having jurisdiction. SCHOOL AND PARENTS ("Parties") HEREBY KNOWINGLY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY OTHERWISE HAVE TO TRIAL BY JURY OR COURT OF SUCH CLAIMS OR DISPUTES.

The Parents and School agree that this waiver of any right they may otherwise have to trial by jury or court of such claims or disputes, applies to and waives any right to participate as a representative or member of any class of claimants. The initiation, existence, and outcome of any arbitration, including without limitation any material filed with the arbitrator, the contents of all depositions or testimony, all documents produced during the course of the arbitration, any written decision, and any remedy imposed or damages awarded by the arbitrator, shall remain confidential. This provision applies during the term of this Enrollment Contract and survives after the termination of this Enrollment Contract. While the Parties shall be responsible for their own attorneys' fees and most costs incurred in connection with any arbitration hereunder, the School shall pay all costs that are unique to arbitration, including, without limitation, the arbitrator's fees and administrative fees. Parents are not responsible for any expenses unique to arbitration. If any aspect of this arbitration agreement is found by an arbitrator or a court to be incomplete or unlawful, that determination will not render any other portion of the arbitration agreement invalid or unenforceable, and the unaffected provisions of the arbitration agreement shall remain in full force and effect. In addition, the Parties authorize the arbitrator or court to add to or revise ("blue pencil") the language of this arbitration agreement in order to make the provision complete and lawful, so as to effectuate to the maximum extent possible the Parties' mutual intent to have all disputes subject to this provision be resolved solely by final and binding arbitration.

**Entire Agreement:** This Contract, and the documents incorporated herein by reference, including, but not limited to, the executed Enrollment Contract, constitutes the full and complete agreement between Parents and the School regarding the enrollment of Student. No other verbal or written agreement shall alter any provision of the Contract unless Parents and School agree in a written document signed by Parents and School and that expressly refers to an amendment to this Contract. This Contract is an integrated writing and any prior oral or written agreements between School and Parents are extinguished.

**Jurisdiction and Venue:** Parents and School agree that except for the Arbitration Agreement in of this Contract, which is governed by federal law pursuant to the Federal Arbitration Act ("FAA"), this Contract shall be interpreted and governed by the laws of the State of California, and that Orange County shall be the venue for resolution of all disputes.

**Amendments; Waivers:** This Contract may not be amended except by an instrument in writing, signed by Parents and the School and that expressly refers to an amendment to this Contract. No failure to exercise and no delay in exercising any right, remedy, or power under this Contract shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Contract preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

**Severability:** If a court or Arbitrator holds any provision of this Contract to be invalid, unenforceable, or void, the remainder of this Contract shall remain in full force and effect. In addition, the Parties authorize the Arbitrator or court to add to or revise the language of the Arbitration Agreement in order to make the provision complete and lawful, so as to effectuate to the maximum extent possible the Parties' mutual intent to have all disputes subject to this provision be resolved solely by final and binding arbitration.