

The de Paul School – **EARLY CARE/EARLY CARE/EXTENDED DAY PROGRAM**

**AGREEMENT – School Year 2022-2023**

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Student Name Please Print Team \_\_\_\_\_

This agreement is entered into by and between The de Paul School, Inc., 1925 Duker Ave., Louisville, KY 40205 (hereinafter referred to as “the School”) and the Parents(s), Guardian(s), or Other Responsible Person(s) (hereinafter referred to as “the Parent”) whose signature(s) appear below. The Parent accepts the following terms and conditions governing the payment of Early Care/Early Care/Extended Day Program fees for the Child (hereinafter referred to as “the Student”) at the School for the 2022-2023 school year (hereinafter referred to as “the 2022-2023 School Year”).

1. The School reserves the exclusive right to change programs, policies, schedules, and the school calendar throughout the school year as deemed appropriate by the School’s administrators.
2. The School utilizes the services of FACTS Tuition Management. FACTS manages the School’s billing and payment accounts. The Parent understands that an Early Care/Early Care/Extended Day Program payment plan must be established with FACTS and Parent further agrees to comply with the terms set forth in the FACTS payment agreement. FACTS provides one, two, ten, and twelve pay plans for the Early Care/Extended Day Program via direct debit or credit card. Parents may opt to add the cost of the Early Care/Early Care/Extended Day Program to their current tuition plan. The fact that the School allows Early Care/Extended Day Program fees to be paid in multiple installments via FACTS Tuition Management does not create a fractional contract or in any way relieve the Parent of the responsibility for the entire 2022-2023 School Year’s Early Care/Extended Day Program fees.
3. The Parent agrees that the payment of Early Care/Extended Day Program fees is to be made in accordance with the FACTS Early Care/Extended Day Program Payment Plan and that the School shall also have the right to take such legal action as it may deem appropriate to collect Early Care/Extended Day Program fees which are not paid when due. In the event the School takes legal action to enforce the terms of this Agreement, the Parent shall be responsible for all costs, including reasonable attorney’s fees and collection costs (whether incurred before, during, or after the filing of a lawsuit). Parent further agrees that if the School incurs expenses or costs, including legal fees, with respect to its obligations in any dispute or disagreement between the parents or legal guardians (or other financially responsible person) with respect to the Student, or the rights of the parents or legal guardians (or other financially responsible person) with respect to the Student, Parent will jointly and severally be responsible for the payment of such amounts, or for the reimbursement to the School of any amounts paid by it.
4. This Early Care/Extended Day Program Agreement is valid only for the 2022-2023 School Year. Parent(s) must have a fully executed 2021-2022 Tuition Agreement in effect to be eligible for the Early Care/Extended Day program. A \$25.00 fee will be added to the Parent’s account for each change made to the Two, Three, Four, or Five day plans after the execution of this original agreement.
5. The School is not responsible for damages to or loss of Student’s personal belongings.
6. The School’s duties and obligations under this Agreement shall be suspended immediately without notice during all periods that the School is closed because of force majeure events including, but not limited to, any fire, act of God, war, governmental action, act of terrorism, epidemic, pandemic or any other event beyond the School’s control.
7. This Agreement shall be governed under the laws of the State of Kentucky. The venue of any action arising hereunder shall lie exclusively within the Circuit Court of Jefferson County, Kentucky, and the parties hereto do hereby consent to personal jurisdiction and expressly waive all rights to trial by jury.

This Early Care/Extended Day Program Agreement constitutes my/our offer for contract pursuant to the terms and conditions herein and upon acceptance by the School it shall become basis for all liabilities for Early Care/Extended Day Program fees described herein and in the Early Care/Extended Day Program fees schedule. The undersigned hereby agree that they are jointly and severally liable for the full amount of Early Care/Extended Day Program fees and understand that the School is neither party to nor subject to any court order or other agreements between the Parents.

**THE FOLLOWING SECTIONS MUST BE COMPLETED ENTIRELY. THIS AGREEMENT WILL NOT BE ACCEPTED IF INCOMPLETE. PLEASE PRINT LEGIBLY. This agreement is not complete and will not be processed without ALL required parent/guardian/responsible party signatures. All form fields must be completed. Incomplete applications will be returned to the applicant and may result in the loss of Student placement or qualification for Early Care/Extended Day assistance.**

Parent/Guardian/Responsible Party Name: Please Print

Mother  Father  Guardian  Responsible Party

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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Year 2021-2022

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Employer: \_\_\_\_\_ Employer Phone: \_\_\_\_\_

**Parent/Guardian/Responsible Party Name:**

Please Print
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Mother  Father  Guardian  Responsible Party

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Employer: \_\_\_\_\_ Employer Phone: \_\_\_\_\_