

# Northshore Christian Academy (NCA)

## Early Learning Center

### Principles, Procedures and Payment Agreement

**Registration/Material Fees:** Fees are due at the time of registration and are **non-proratable and non-refundable** under any circumstance. Fees are charged per student. The Material Fee covering curriculum, paper, art supplies, field trips, and background checks, etc; for Pre-K students is due by July 01, 2011, or must be paid at the time of registration if after that date. Unpaid Material Fees will be assessed a late fee of \$35 after July 1.

**Past Due Accounts:** Tuition is due on the 1st of each month. A student may be dismissed if payment is more than 60 days delinquent. Report cards will be held if the tuition or any other amounts are past due. All tuition, fees, etc. must be paid in full before official student records will be released. A student will not be allowed to register for the following year if tuition is not current. Unpaid accounts will be sent to collections and a \$250 collection fee may be added to the unpaid balance at that time. A \$35.00 fee will be charged to my account for each returned check.

**Late Fee:** A late fee of \$35.00 will be assessed to my account for payments that have not been received by the 1<sup>st</sup> of each month. A late pick-up fee of \$1.00 a minute will be charged from 6:00 – 6:30 p.m. After 6:30 p.m. an additional \$50.00 will be charged.

**Adjustments:** Fees are as shown on the tuition schedule and are based on monthly fees. Adjustments to the account will occur after the end of the month. (Vacation, change of schedule, withdrawal)

**Enrollment:** Enrollment for each student is for one year (July-June) only and is not continuous. Every student must register for enrollment for each year and re-enrollment privileges are not guaranteed.

**NCA and Non-Discrimination Policy:** NCA has high expectations for its students. Students and parents must follow and abide by NCA Policies and applicable laws and regulations, and similar or related policies as adopted and/or amended from time to time (in NCA's sole discretion without advance notice) collectively the "NCA Policies." NCA expects its' students to work responsibly, play fairly and abide by all NCA Policies and rules. NCA requires each student to demonstrate a willingness to learn and develop in character. The ELC admits students of any race, color, national, and ethnic origin to all the rights, privileges, programs, and activities generally provided or made available to students at the ELC. The ELC does not discriminate on the basis of race, color, national or ethnic origin in administration of its educational policies, admissions policies, and other ELC administered programs, as required by federal and state laws (to extent applicable to the ELC). If a conflict exists between this Agreement and the NCA Policies, the NCA Policies shall govern.

**Communications:** All students' data will be in a classroom directory for internal and/or emergency use. NCA does not publish a school wide directory. You grant NCA permission to include any photograph or image of your Student in any NCA newsletter, web page, website, promotional marketing materials, catalogue, advertisement or other NCA document or publication unless you initial the statement below.

\_\_\_\_\_ Parent does **NOT** give the School **permission to publish** any photograph or image of Student(s) in any School web page, website, document or publication.

**Damages:** We will pay for intentional damages caused by our child.

**Student Dismissal Policy:** NCA reserves the right to admit or to dismiss students based on guidelines set forth in the NCA Policies. A student who does not maintain academic standards, spiritual commitment, Christian demeanor, including, a willingness to cooperate with the NCA administration, as set forth in NCA Policies, is subject to discipline up to and including dismissal. Two weeks written notice will be given prior to termination of care. The following conditions may cause Pre-Kindergarten, Preschool, and Early Learning Center enrollment to be terminated.

- Continued late and no payments
- Child behavior problems that affect the learning environment
- Not respecting the center's setting and policies (children and/or parents)
- Continued late pick-ups
- Children continually without required supplies (diapers, formula, lunches, appropriate clothing)

**Student Withdrawal with Notice:** A **written** notice of withdrawal must be submitted at least two weeks prior to the last day of attendance and given to the Director in order to begin the withdrawal process. Monthly charges will continue until this is received by the Director.

**Vacation:** Up to three weeks of tuition free vacation may be taken within the year that the student is enrolled in the Early Learning Center programs. A two week notice must be given in writing before the vacation. Your account will be credited at the end of the month after the vacation is completed.

**Arbitration:** If there are any disputes or claims related to this Agreement, amounts owed to NCA by you, the Student's enrollment at NCA or the Student's involvement in any ELC activities, NCA enforcement of its Parent Handbook or other NCA Policies, or any action taken or failed to be taken by NCA, then you and NCA will first attempt to resolve the dispute or claim through mediation. The mediator will be a mutually acceptable person selected by you and NCA who is a practicing attorney with a minimum of ten years experience or a retired judge, and who agrees with the Northshore Christian Church's Statement of Faith. If you and NCA cannot agree on a mediator within 10 days, then either party can demand binding arbitration by giving written notice of arbitration to the other party. You and NCA will select an arbitrator who meets the following qualifications ("**Arbitrator Qualifications**"): (A) a practicing attorney with a minimum of ten years experience or a retired judge, and (B) who agrees with the Northshore Christian Church's Statement of Faith. If you and NCA cannot agree on an arbitrator within 10 days, then each party will select an arbitrator who meets the Arbitrator Qualifications, and those two arbitrators will select a third arbitrator who meets the Arbitrator Qualifications. That third arbitrator will serve as the sole arbitrator. If either party declines to select an arbitrator, then the arbitrator selected by the other party will serve as the sole arbitrator. The arbitration will follow the procedures of Chapter 7.04A RCW. The Arbitrator has the authority to order discovery (including deposition, interrogatories, document production, or otherwise), as the arbitrator considers reasonable for a full and fair exploration of the issues in dispute, consistent with the expedited nature of arbitration. The decision of the Arbitrator is binding and may not be appealed. This Agreement is governed by the laws of the State of Washington.

I/We generally give permission for my child named on the front of this Student Registration document to participate on playground equipment and in day to day activities throughout the current year. In consideration of my/our child being allowed to participate in NCA's activities, I/we assume responsibility for those ordinary and reasonable risks.

Release of Claims: Definition of Claims. The term "Claims" means all claims, demands, damages, actions, fees, costs, expenses, judgments, settlements, and other liabilities, known or unknown, related to or arising from the School's acts or omissions regarding your Student (or Students if you have more than one Student at the School), except to the extent caused entirely by the School's gross negligence or intentional misconduct.

Release of Claims. The School is a ministry of Northshore Christian Church. The term "**Church Releasees**" means Northshore Christian Church and its directors, officers, employees, volunteers, and other agents, including the School's principal, vice principals, teachers, staff and volunteers. You release the Church Releasees from all Claims. This release of Claims is binding on you and on any other person who asserts any Claim through you or on your behalf. To the extent that the law may allow, this release of Claims is also binding on your Student and any other person who asserts any Claim through your Student or on your Student's behalf. If you have more than one Student at the School, then this Release of Claims applies to each of your Students.

Indemnification and Defense: To the extent the above Release of Claims is held to be ineffective in whole or in part, then you agree to indemnify and defend the Church Releasees against all Claims, including paying all attorneys' fees, costs and other expenses incurred by any Church Releasee related to any Claim. If you have more than one Student at the School, then this Indemnification and Defense applies to the Claims of each of your Students.

Field Trips: I/We understand that I/we will be given (whenever possible) at least 48 hours' notice of all off-campus trips. I/We understand that I/we must approve all off-campus field trips by timely completing the Field Trip Consent Form. I/We further understand that I/we may revoke permission for a specific field trip by written notice hand delivered to the child's teacher more than one day prior to any trip. Although NCA desires to provide a safe and enjoyable time for all students, accidents and injuries can still happen. I/We understand that there are risks/dangers involved with my/our child's participation in off-campus trips and their associated activities. In consideration of my/our child being allowed to participate in this event, I/we assume responsibility for those ordinary and reasonable risks associated with the travel and activities.

I/We grant permission for the School to call 911 for emergency medical aid or to take your Student to a physician or hospital for medical treatment, or both, if in the School's sole discretion, your Student becomes ill, sustains an injury, or otherwise requires medical treatment. You give consent to any physician or emergency aid responder to administer drugs and perform any medical treatment that the physician or responder determines appropriate for the relief of pain or to preserve your Student's life or health. You assume all responsibility for all medical, rescue, transportation and other expenses incurred on behalf of your Student. You will fully and immediately reimburse the School for any of those expenses that the School chooses to advance, in its sole discretion. The School has no obligation to advance any expenses on behalf of your Student. Furthermore, I/we give NCA permission to administer medications at NCA or NCA approved functions as deemed necessary by a health care provider. We agree to hold harmless the NCA staff who administers or monitors my child's medication needs as directed and signed by a health care provider on the **Authorization for Administration of Medication**.

**Notice Regarding Rights of Parents:**

Northshore Christian School ("School") will allow (1) the release of a child, (2) information about the child (as deemed appropriate by the School, in its sole discretion), and (3) access to School educational records for the child to either of the child's parents or legal guardians unless the School receives sufficient evidence (in its sole discretion) that a court order, legally binding legal document (for example, a document relating to divorce, separation or custody), or law or regulation specifically revokes those rights. Either of the child's parents or legal guardians is authorized to make decisions on behalf of the child, unless the School receives sufficient evidence (in its sole discretion) to the contrary, whether in the form of a court order, legally binding legal document (for example, a document relating to divorce, separation or custody), or law or regulation specifically revoking the authority of the parent or guardian. In the event of conflicting instructions from the parents or legal guardians (when both are apparently authorized to make decisions on behalf of the child), the School may elect to take any action it deems appropriate, in its sole discretion, including taking no action.

Representations and Other Agreements: Each person signing below as Parent or Legal Guardian represents and warrants that:

- The person has full legal authority to enter into this Contract.
- The person has the authority to make educational decisions on behalf of the Student.
- All parents or legal guardian of the Student who have the right to make educational decisions on behalf of the Student have signed below.
- The person has read, understands and agrees to abide by the terms of this Contract.
- All Parents or Legal Guardians of the Student will carefully read, understand and agree to follow the **2011-2012 Parent Handbook**.

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(Signature of Father/Guardian) (Print Name) (Relationship to Student) (Date)

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(Signature of Mother/Guardian) (Print Name) (Relationship to Student) (Date)

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Child's Name (Please Print)

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NCA Representative Signature (Date)