

# Northshore Christian Academy (NCA) – Little Navigators

## 2012-2013 Enrollment Contract Terms and Conditions

This Enrollment Contract ("**Contract**") is between Northshore Christian Academy, a ministry of Northshore Christian Church ("**School**" or "**NCA**") and the parents or legal guardians who sign below ("**Parent**"). The School may be referred to as "**we**" or "**us**", and the Parent may be referred to as "**you**" or "**your**". The Contract relates to the **2012-2013** academic year ("**Academic Year**") (or a portion of the academic year if enrollment occurs mid-year). Parent and School may be referred to as the "**Parties**." The Parties agree as follows:

1. **Prior Page:** The Cover Page is a part of this Contract. Each student identified on the Cover Page is referred to in this Enrollment Contract as "Student". If there is more than one Student, then they may be referred to collectively as "Students". You agree to the terms set forth on that page and also agree to the Tuition Payment Option that you initialed.
2. **Enrollment:** This contract applies only for the Academic Year. Your Student or Students must register for enrollment for each school year and re-enrollment is not guaranteed.
3. **Fees:**
  - 3.1 **Application and Registration Fees:** An Application Fee is due for each Student at the time the Student first applies for admission. In addition, a Registration Fee is due for each Student at the time of registration. These fees are **non-proratable and non-refundable** under any circumstance.
  - 3.2 **Material Fee:** The Material Fee is for each Prekindergarten student. If the Material Fee is not paid at the time of registration then it is due by July 1, 2012 and is **non-proratable and non-refundable** under any circumstance. Unpaid Material Fee will be assessed a late fee of \$35 after July 1. The Material Fee is still owed if you choose not to have your Student(s) attend NCA for any reason. The Material Fee covers curriculum, paper, art supplies, field trips and background checks. It does not cover chaperone expenses for field trips.
4. **Tuition:**
  - 4.1 **Due Date:** The tuition charge is per Academic Quarter, per Student. Tuition for each Academic Quarter of the Academic Year is due as indicated on the Cover Page, depending on the Option Payment you initialed. Tuition for each Student for Academic Quarter of the Academic Year is owed unless the School receives a written notice of withdrawal from you at least 14 calendar days before the start of the new Academic Quarter. As a convenience to its families, the School allows monthly payments for tuition owed for each Academic Quarter. To allow for more even monthly payments, a portion of some monthly payments may be applied to the tuition owed for more than one Academic Quarter. For example, the November monthly payment will cover part of the tuition due for both the first Academic Quarter and the second Academic Quarter. Therefore, if you select an option that allows for monthly payments for each Academic Quarter, you may be entitled to a refund of a portion of your payment if you give timely written notice that your Student or Students will not be continuing with the School for the next Academic Quarter.
  - 4.2 **No Refunds:** Tuition will not be refunded for vacations, illnesses, weather related closures, withdrawal, suspension or dismissal of any Students or other missed school days. If you have more than one Student at the School, then this applies to each of your Students.
  - 4.3 **Payment Options:** You may pay tuition as indicated on the Cover Page. By checking a Payment Option on the Cover Page, you agree to the terms of Payment Option that you select. Credit card payments are only accepted in the case of annual tuition payment in full (Option 1 on the Cover Page). Changes to enrollment agreements will result in a \$25 administrative fee charge.
  - 4.4 **Consequence of Late Payment:**
    - A. The entire amount of unpaid tuition for the Academic Quarter is immediately due and payable along with a late fee of \$35. An additional \$35 late fee is also assessed on the first Business Day of each calendar month thereafter that tuition remains unpaid.
    - B. Your Student or Students may not be allowed to continue in the next Academic Quarter until all outstanding tuition, late fees, interest, and other charges have been paid in full.
    - C. You may not be allowed to use Options 4 or 5 for any future Academic Quarters in the Academic Year.

- D. Your Student or Students may be dismissed from School if amounts are past due by 60 days or more.
  - E. Report cards will be held if tuition or any other amounts are past due.
  - F. All tuition, fees, and other amounts owed to the School must be paid in full before any Students' official student records will be released.
  - G. Unpaid amounts or accounts are sent to collection, then a \$250 collection fee may be added to your unpaid balance at that time.
- 5. Monthly Statements:** The School will provide you a monthly statement of amounts owed. The charges include amounts owed for tuition, if you select Payments Options 4 and 5, "NSF" and other bank charges, yearbook and other charges or amounts.
- 6. NCA Policies:** The School has high expectations for its students. You and your Student must follow and abide by the terms of the NCA Parent Handbook and other School policies and procedures ("**School Policies**"). The Handbook and School Policies are referred to collectively as "**NCA Policies.**" Failure to abide by any NCA Policy may result in suspension or dismissal of your Student. Any NCA Policy may be amended by the School at any time, without notice, in the School's sole discretion. Your Student must work responsibly, play fairly and abide by all NCA Policies. Each Student must demonstrate a willingness to learn and develop in character. If a conflict exists between this Enrollment Agreement and the NCA Policies, the NCA Policies govern. If you have more than one Student at the School, then this applies to each of your Students.
- 7. Non-Discrimination Policy:** The School 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 School. The School does not discriminate on the basis of race, color, national or ethnic origin in administration of its educational policies, admissions policies, scholarship and loan programs, athletic and other School-administered programs, as required by federal and state laws (to the extent applicable to the School).
- 8. Student Discipline and Dismissal Policy:** The School reserves the right to admit, discipline, and dismiss students based on guidelines set forth in the NCA Policies. If your Student does not maintain academic standards, spiritual commitment, Christian demeanor, including a willingness to cooperate with School administration, as set forth in NCA Policies, the Student may be subject to discipline up to and including dismissal from the School, as deemed appropriate by the School in its sole discretion. Student discipline may include warnings, behavioral contracts, loss of privileges, loss of opportunity to participate in field trips or other school activities, suspension from School and dismissal from School. If you have more than one Student at the School, then this applies to each of your Students.
- 9. Parental Cooperation and Support:** The school had high expectations for its parents. Parents must demonstrate their support of the teachers and educational programs through their actions and words. Parents must demonstrate Biblical conduct while on campus and/or at off-site school sponsored events and while communicating with NCA staff and families. Parents must be willing to work toward positive and respectful conflict resolutions if involved in a conversation attitude and take actions to resolve conflict by following the Matthew 18 principle. Parents must uphold the Parent Affirmation located in the NCA Family Handbook.
- 10. Field Trips:** Whenever possible you will be given at least a 48 hour notice of all off-campus trips away from the School campus. You must approve all off-campus field trips by timely completing the Field Trip Consent Form. You may revoke permission for a specific field trip by written notice hand delivered to your Student's teacher at least one day before the trip. Any person signing below as Parent may grant permission for your Student to attend the field trip. If you do not grant consent, then your Student may not participate in the field trip. If a permission form is not completed before the field trip, your Student will remain at School and will be mainstreamed into another classroom. If you have more than one Student at the School, then this applies to each of your Students.
- 11. Assumption of Risk:** Although the School desires to provide a safe environment for all students, accidents and injuries can still happen. By signing below, you indicate that you understand and agree that there are risks and dangers involved with participation by your Student in any School activities, including use of playground equipment and travel on field trips or to sports events, and in the activities involved in the Extended Care Program or Study Hall, if applicable. You assume the risk of your Student's participation in all School activities, whether on campus or off-campus. If you have more than one Student at the School, then this applies to each of your Students.
- 12. Medical Consent:** You 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. If you have more than one Student at the School, then this applies to each of your Students.

**13. Administering Medications:** If your Student is taking over-the-counter and/or prescribed medications you must provide a signed authorization and all other information requested by the School, including evidence of a valid prescription from a licensed physician. Authorization forms are available from the School upon request. If you have more than one Student at the School, then this applies to each of your Students.

**14. Release of Student:** The School may release your Student to any parent of the Student (not just the Parent who signs below), unless the Parent provides the School sufficient evidence as determined by the School, in its sole discretion, that a Parent does not have that right. Sufficient evidence may be in the form of a court order or parenting plan signed by both the Student's parents or entered by a court. If you have more than one Student at the School, then this applies to each of your Students.

**15. Access to Student Information and School Records:** The School may release any information about your Student or give access to your Student's records or information about the Student to any parent of the Student (not just the Parent who signs below), unless the Parent provides the School with sufficient evidence as determined by the School, in its sole discretion, that a Parent does not have that right. If you have more than one Student at the School, then this applies to each of your Students.

**16. Authorizations from Any Parent:** Any Parent of your Student (not just the Parent who signs below) is authorized to make decisions on behalf of the Student, unless the Parent provides the School sufficient evidence, as determined by the School in its sole discretion, that a parent does not have that right. In the event of conflicting instructions from the Parents or Legal Guardians of the Student (when both are apparently authorized to make decisions on behalf of the Student), the School may take any action it deems appropriate, in its sole discretion, which may include no action. If you have more than one Student at the School, then this applies to each of your Student.

**17. Release of Claims:**

**17.1 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.

**17.2 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.

**18. Indemnification and Defense:** To the extent the above Release of Claims in Section 19.2 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.

**19. Arbitration:**

**19.1** If there are any disputes or claims related to this Contract, amounts owed to the School by you, the Student's enrollment at the School or the Student's involvement in any School activities, the School's enforcement of its Family Handbook or other NCA Policies, or any action taken or failed to be taken by the School, then you and the School will first attempt to resolve the dispute or claim through mediation. If you have more than one Student at the School, then this applies to each of your Students.

**19.2** The mediator will be a mutually acceptable person selected by you and the School 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.

**19.3** If you and the School 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 the School 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.

**19.4** If you and the School 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.

**19.5** 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.

**19.6** The decision of the Arbitrator is binding and may not be appealed.

**19.7** This Contract is governed by the laws of the State of Washington.

**20. Communications:** Certain information about your Student will be in a classroom directory for internal and emergency use. The School does not publish a school wide directory. You grant the School permission to include any photograph or image of your Student in any School newsletter, web page, website, promotional marketing materials, catalogue, advertisement or other School document or publication unless you initial the statement below. If you have more than one Student at the School, then this permission applies to each of your Students.

\_\_\_\_\_ *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.*

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

**20.1** The person has full legal authority to enter into this Contract.

**20.2** The person has the authority to make educational decisions on behalf of the Student. If you have more than one Student at the School, then this applies to each of your Students.

**20.3** All parents or legal guardian of the Student who have the right to make educational decisions on behalf of the Student have signed below. If you have more than one Student at the School, then this applies to each of your Students.

**20.4** 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 **2012-2013 NCA Family Handbook**. If you have more than one Student at the School, then this applies to each of your Students.

Parent/Guardian Signature: \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date \_\_\_\_\_

NCA Representative Signature: \_\_\_\_\_ Date \_\_\_\_\_

On behalf of Northshore Christian Academy, a Ministry of Northshore Christian Church, a Washington nonprofit corporation.