Evergreen Christian School

Parent Agreement

2012-2013

Student name Grade Student name Grade

_____ _____

_____ _____

Parent Commitment

1) The undersigned parent(s) or legal guardian(s) ("parent") understands, affirms, and will support Evergreen Christian School's (the "school") "General Statements of Faith".
2) The parent agrees to support the child(ren)'s ("child") spiritual and academic program by accomplishing the following:
   a) Review the child's academic and spiritual growth and give positive support to encourage his/her best performance.
   b) Maintain open communication with the teacher and administration.
   c) Actively participate in school-sponsored programs such as Parent-Teacher Ministry (PTM), parent-teacher conferences, and other scheduled family/school activities.
   d) Provide for the welfare of the child through proper rest, diet, attire, and an environment at home conducive to learning and spiritual growth.
   e) Support the Family Stewardship Program.
3) The school shall have authority to discipline the child, and the parent will require the child to comply with the school's regulations and policies including those found in the Parent-Student Handbook. The parent further agrees to support the school in discipline matters and to uphold school standards.
4) The parent understands and agrees that the school has full discretion in class placement.
5) The parent will endeavor to reconcile all grievances with school staff members quickly, and will communicate honestly and directly to those involved.
6) The parent understands and agrees to repay the school for any loss it incurs if the child damages school property or the property of others on the school premises.
7) The parent understands and agrees that the school cannot guarantee a student's eligibility for continued enrollment after his or her initial admittance to the school. The school reserves the right to admit or dismiss students in its sole and absolute discretion. Likewise, the school may amend, supplement or rescind its policies at any time.

Financial Commitment

The parent agrees to pay the tuition and fees for the child as outlined below. The parent agrees to make payments as follows:

_____ Payment of full tuition by the date(s) specified by the school;
_____ Payment with automatic deduction from a bank account (ACH) in monthly payments; or
_____ Payment in nine monthly payments at the school office by cash or check for preschool.
_____ Payment in ten monthly payments at the school office by cash or check for K-8

Payment terms include:

a) Monthly cash or check payments are due on the 1st of each month. ACH payments are generally drawn on the 3rd <u>or</u> 20th of each month depending on the payment date selected.

b) Late fees will be assessed on payments received after the 5th of each month. These late fees are $20 per enrolled child.
c) If the parent is unable to make the required monthly payments by the 1st of the month, the parent agrees to contact the school office prior to the 5th of the month. The parent understands that the school may be willing to negotiate an alternate payment plan.
d) If the parent's account becomes 40 days past due, and the parent has not complied with (or negotiated) an alternate payment plan, the school may dismiss the child from the school. (This does not alter the school's right to dismiss a student in its sole and absolute discretion.) The parent further agrees to pay any and all charges accrued, including collection fees as necessary. Collection fees include, but are not limited to, attorney's fees and all costs incurred by the school (directly or indirectly) to collect or enforce the parent's payment obligations to the school.
e) The parent must give written withdrawal notice to the school thirty days before the withdrawal date. If the child withdraws from the school, the school will calculate the final payment owed by the parent. This payment will be calculated on a pro-rata basis, taking into consideration annual tuition and the number of days in the school year and the number of days the child has remained enrolled at the school through the appropriate withdrawal date.

Release, Payment of Expenses, Medical Consent, Mediation/Arbitration

1. *Activity and Photograph Release*. The undersigned parent(s) or legal guardian(s) ("parent") grants permission for the child(ren) ("child) to use all playground equipment and participate in all of the school's activities including field trips off of the school's grounds. The Parent grants permission to the school to use photographs of the child for school-related publicity purposes.

2. *Medical Consent.* The parent grants permission for the school to take the child to a physician or hospital for medical treatment, or to call 911 for emergency medical aid, if in the school's sole and absolute discretion, the child becomes ill, sustains an injury, or otherwise requires medical treatment. The parent gives consent to any physician or emergency aid responder to administer drugs or medicine or to perform such medical treatment as the physician or responder determines necessary for the relief of pain or to preserve the child's life or health. The parent assumes full responsibility for all medical, rescue, transportation, and other expenses incurred on behalf of the child and will fully and immediately reimburse the school for any of these expenses that the school, in its sole and absolute discretion, chooses to advance.

3. *Release of Claims*. The parent releases the school and its directors, officers, employees and agents from and against any and all Claims. "Claims" means all claims, demands, damages, actions, fees, costs, expenses, liabilities, awards, or judgments—known or unknown, foreseen or unforeseen—related to or arising from the school's acts or omissions regarding the child and all other losses or damages (except those caused entirely by the school's gross negligence or intentional misconduct) that the child or the parent may suffer as a result of the child's enrollment and/or participation at the school. This release of Claims ("Release") is binding upon the parent and any other person who asserts any Claim through the parent or on the parent's behalf. To the extent that the law may allow at any time in the future, this Release is also binding upon the child and any other person who asserts any Claim through the child or on the child's behalf.

4. *Indemnification.* To the extent the Release is not abided by or is held to be ineffective, in whole or in part, the parent agrees to indemnify and defend the school and its directors, officers, employees and agents from and against all Claims—of the parent and of the child—including, without limitation, paying all attorney fees and costs that the school incurs related to a Claim.

5. *Mediation/Arbitration*. All disputes and claims related to the child's participation and/or enrollment at the school including, but not limited to, any statutory or common law claims for discrimination, breach of

contract, negligence, emotional distress, and all other claims, shall be resolved by mediation and binding arbitration. Mediation and arbitration shall be before a mutually acceptable person who: is a practicing attorney with a minimum of 10 years experience or a retired judge and a member of an Assemblies of God church. In the event that the parties cannot agree on such a person, each shall appoint a qualified person and the two shall agree on a third qualified person to be the sole mediator or arbitrator. The arbitrator shall not be the same person as the mediator. The parties hereby incorporate and the arbitration shall follow the procedures of Chapter 7.04 RCW. The laws of the State of Washington shall govern.

6. *Free Act.* The parent acknowledges that the parent has read this Agreement, understands it, and signs it voluntarily. The parent also acknowledges that apart from this Agreement itself, in entering the Agreement, the parent is not relying on any representations or statements by the school. The parent executes this Agreement having received full, adequate, and complete consideration and intends to be bound by the Agreement.

7. *Severability; Not Revocation*. If any portion of this Agreement is construed by a court or arbitrator to be contrary to law, then the remainder of the Agreement shall be valid in all respects. This Agreement does not revoke, in whole or in part, any agreement regarding assumption of risk, permission to assist, medical consent, release of claims, or indemnification that already exists between the school and the parent. Instead, this Agreement provides additional protection to the school.

Please read carefully. This document contains a release and waiver of liability.

We have read the above Parent Agreement and fully understand and agree to its provisions, including the financial agreement, and the release, of claims, and indemnification and mediation/arbitration agreement.

_____ _____

Father's Name (or Legal Guardian) Signature Date Mother's Name (or Legal Guardian) Signature Date