

ENROLLMENT CONTRACT

Heritage Christian School

5412 67th Ave. W., University Place, WA 98467 Phone (253)564-6276 Fax (253)460-1695

www.heritagecs.net

2023-2024 School Year

Name of Student: _____ Grade: _____ Date of Birth: _____

In consideration of the enrollment of the above-named student (the “Student”) by Heritage Christian School (the “School”), a ministry of Tacoma Bible Presbyterian Church, for the 2023-2024 academic year, the undersigned responsible parent(s), legal guardian(s), and/or financially responsible individual(s) (“I”), jointly and severally, and intending to be legally bound, on my own behalf and on behalf of the Student, agree to all of the following terms and conditions.

This Enrollment Contract (the “Contract”) is for the 2023-2024 academic year only. The School may, in its sole discretion, deny any student enrollment in the School. This Contract is contingent upon the Student’s successful completion of the previous academic year (whether at the School or elsewhere) in good academic, disciplinary, and financial standing, as determined by the School, in its sole discretion.

This Contract along with the registration fee must be submitted in order to hold a spot for your student. The School will not hold a place for the Student without this Contract and the registration fee. In order for the Student to be accepted into the School, the student must undergo testing (testing does not apply to Pre-K) and a family interview to see if the School would be an appropriate fit for the student and family.

All students who attend Heritage Christian School are placed on academic and behavior probation for their first six weeks.

Financial Obligations

Student Account

I understand and agree that I am unconditionally responsible for paying the Student’s School account (the “Student Account”) for the full academic year. The Student Account is comprised of School tuition and all related ancillary fees and other expenses or charges the Student may incur during the academic year. I understand and agree that the School will invoice the Student Account throughout the academic year for charges incurred for activities and other special fees not covered by tuition. I am responsible for and agree to pay additional costs not covered by tuition. I understand and acknowledge that the School will not refund or reduce any part of the tuition, fees, or other charges because of the dismissal, absence, or withdrawal of the Student, unless otherwise permitted pursuant to the Separation From School provision in this Contract.

Annual Registration Fee

The annual registration fee, together with this signed Contract, reserves a student’s seat in a class or spot on the waitlist and covers the costs of registration, recordkeeping, and essential classroom supplies. The annual registration fee must accompany the Contract, Application and Health form. The registration fee is non-refundable and non-transferable unless the student is not accepted for enrollment at the School. Please see the School’s website (heritagecs.net) or the Tuition and Fees form for the current registration fee(s).

Tuition

Tuition is based on a ten (10)-month schedule. There is no refund for absences or for days when the school is unable to operate due to weather or other reasons; nor is tuition reduced during months of fewer days (*e.g.* December despite a two-week Christmas break). Tuition fees are set forth on the Tuition and Fees form or the school website (heritagecs.net).

Tuition Remission

If the Student’s parent(s)/legal guardian(s) will receive tuition remission on account of their employment at the School, the tuition remission award will be reflected in the employee’s contract. However, if the Student’s parent’s/legal guardian’s employment at the School ends while this Contract is in effect, I understand that the School may rescind the tuition remission and I will be responsible for the full amount of tuition, prorated for the remainder of the school year from the date when employment ended.

Damage to Property

We understand that assessments may be made to pay for damage(s) to school property caused by my child (e.g. abuse of books/computers/tablets, broken windows, broken equipment/furnishings, etc.).

Financial Aid

In order to be considered for financial aid, the family is required to execute and return the financial aid application to the School. Because the School utilizes its resources to keep tuition affordable, and because annual tuition at the School is already less than other private Christian schools in the area, only limited tuition assistance is available for families. Any family that has been granted financial aid will receive a written notification reflecting the reduced total amount due for the 2023-2024 academic year.

Military Discount

In recognition of the sacrifices made by the US Armed Forces, families where either the father or mother is an active member of the US Armed Forces may receive a 10% discount on tuition. Military discount does not apply to the testing fee, registration fee, or other ancillary fees or charges the Student may incur.

Ministry Discount

Families where either the father or mother is involved in formal, full-time, Christian ministry may receive a 15% discount on tuition. Ministry discount does not apply to the testing fee, registration fee, or other ancillary fees or charges the Student may incur.

Ancillary Fees

Aside from tuition fees, there are ancillary fees charged to families throughout the school year. These include, but are not limited to, athletics fees, field trip costs, school pictures, computer fees, and yearbook costs. All ancillary fees may be added to the monthly statement and can be paid through FACTS.

Tuition Payment Plans

I, jointly and severally, agree to pay the Tuition to the School on a ten-month schedule. Tuition payments are processed through FACTS, a tuition management company. I understand that I must sign a contract with FACTS authorizing these monthly payments and a yearly enrollment fee will be charged. If I choose not to participate in FACTS, I must pay the tuition fees upfront (September 20th) or in two installments (September 20th and January 20th).

Delinquent Accounts

Failure to make a timely payment on a Student Account may result in significant consequences. If any payment under this Contract is delinquent, I agree to pay, in addition to all amounts owed, a late-payment charge of \$50.00, if tuition and fees are not received by the 20th of the month (or next business day). I understand that if the Student Account is not current, the Student may be prohibited from attending school, classes, examinations, or other school activities. If the Student Account has not been paid in full within sixty (60) days of the due date, the School may suspend the Student from classes and/or school events, and take any other action that the School deems appropriate, as permitted by applicable law. All unpaid tuition and fees must be paid in full before students may begin a new school year at the School. At the end of the school year, report cards will be withheld for unpaid fees, fines, or tuition. In addition, if the Student is transferring to a new school, the School may also notify the new school of the unpaid balance. To the extent that I have any other children enrolled in the School and such children's accounts are delinquent, I understand that these consequences may be imposed on all of my children, including the Student.

Acceptance of late payments by the School shall not constitute a waiver of any subsequent delinquency, default, or breach of this Contract, or be construed as a waiver of the total amounts owed to the School. I shall bear any and all costs of collection on the Student Account, including, but not limited to, administrative costs, reasonable attorneys' fees and costs, and collection company fees or other costs incurred by the School in the collection of any unpaid balance. Families leaving the School with tuition in arrears may have their debts turned over to collection agencies within sixty (60) days of the departure. Any bank charges for returned checks or other electronic payments will be charged to the Student Account along with an administrative fee.

Separation From School

I understand that a ten (10) day written notice of withdrawal of the Student's enrollment in the School must be received by the School office, but that no portion of the registration fee or withdrawal month's tuition will be refunded for any reason whatsoever at any time. I acknowledge and agree that the expenses of the School do not diminish with the departure of the Student, whether via withdrawal, dismissal, or for any reason, voluntary or involuntary, either prior to, or during, the academic year, and that my obligation to pay the full month's tuition, for the withdrawal month, regardless of the withdrawal date is absolute and unconditional. All school property must be returned to the School. School records will be released to the Student's new school only upon full payment of all tuition, fees, and/or fines. Registration, tuition, curriculum, and building fees are non-refundable and non-transferable.

Parent & Student Handbook

The Student and I agree to comply with the School's policies, rules, regulations, and standards of academic and social behavior as stated in the School's Parent & Student Handbook (the "Handbook"). I understand that the Handbook sets forth general expectations regarding the Student's enrollment in the School, but that the Handbook does not constitute a contract between me and the School or the Student and the School, and that the School may deviate from the guidelines and expectations set forth in the Handbook in its discretion as individual circumstances may warrant. The School may alter, interpret, and implement its rules, policies, and procedures, including those in the Handbook, at any time. In the event of a conflict between the terms of this Contract and the policies and provisions of the Handbook, the terms of this Contract shall govern.

Expectations

The School believes that a positive and constructive working relationship among the School, the Student, and the Student's parents/guardians is essential to fulfillment of the School's educational mission and statement of values. The School may suspend, dismiss, or refuse to enroll the Student, or place restrictions on an individual's involvement with School activities or events or presence on School property, if the School concludes that the Student, or a family member or other individual associated with the Student, has engaged in any behavior (whether on or off campus, and whether during the academic year or otherwise) that interferes with the School's ability to fulfill its educational purposes or runs contrary to the best interests of the School or members of the School's community. Examples include, but are not limited to, the following circumstances: (i) the Student is not satisfactorily meeting the School's standards for academic performance or social conduct; (ii) the Student, the Student's parents or guardians, or anyone associated with the Student, engages in behavior that is deemed unsuitable by the School; (iii) the Student's family does not participate with the School in the spirit of cooperation and partnership that the School deems necessary to support the Student's education; or (iv) the Student Account is in arrears. All decisions of the School in this regard shall be made in its sole discretion and shall be considered final and not subject to review.

Custody Matters

The School requires parents, including those who are separated or divorced, to cooperate in the Student's best interests with respect to the Student's education, including avoiding being disruptive to the Student's education. It is the responsibility of the parents to share communications with one another about school-related requirements, activities, grades, etc. Parents must provide details of any and all custody arrangements involving the Student to the School and keep the School office apprised of any changes in custody arrangements and other matters that may affect the Student or the School. In the absence of an appropriate court order or other legal documentation to the contrary: (i) the School may communicate and share any and all educational, administrative, social, and/or health information concerning the Student with both/all parents/guardians; and (ii) both/all parents/guardians may attend School functions, subject to the School's ordinary right to restrict access to School grounds.

Educational Outcomes

In its literature and in conversations with teachers and administrators, the School strives to describe its approach to education, but the School makes no representations or undertakings as to the kind, quality, or appropriateness of its education for the particular Student, nor does it guarantee any particular educational outcome. I understand that the School may, in its sole discretion, change without notice its course offerings, activities, class schedules, school publications, and personnel, as well as policies, procedures, and practices, as circumstances may warrant. This includes, but is not limited to, providing alternate means of instruction, such as distance learning. The School will endeavor to provide prompt notice of any such changes. Enrollment by the School is not a guarantee of placement of the Student in a specific classroom with a specific teacher. The School makes no guarantee regarding the re-enrollment of other students or classroom composition in any particular program.

Activities/Sports/Field Trips

We give our permission for our child to participate in all scheduled school-sponsored activities, including field trips. We understand that there are risks with any activity, and we assume full responsibilities for risks and liabilities that may arise from our child participating in school activities.

Relevant Information About The Student

I understand it is essential that I communicate and promptly disclose to the School any details that may affect the Student's experience at the School including, but not limited to, the Student's learning styles, medical conditions, behavioral issues, and emotional needs. I affirm that I will promptly disclose such information to the School and notify the School of any changes throughout the Student's enrollment.

Representation And Warranties

I affirm that all information about the Student provided to the School is accurate and complete to the best of my knowledge. I understand and acknowledge that any false, inaccurate, incomplete, or misleading statements may be grounds for dismissal of the Student.

Health Insurance

I understand that I am responsible for the costs of medical care for the Student while the Student is enrolled in the School. I understand that the Student is required to have health insurance coverage valid in the State of Washington that provides the level of benefits deemed necessary by the School. I am responsible for providing the School with the name of the carrier and policy number that insures the Student before the first day of school. I agree to notify the School if this coverage changes and to provide the School with the Student's current health insurance carrier and policy number.

Immunizations

In accordance with Washington law, the School requires all students to present an up-to-date Certificate of Immunization Status (CIS) form or a certificate of exemption before attending school. I understand that the Student may be prohibited from attending the School unless and until the Student has provided proof of immunization signed by a medical professional or proof of a qualified personal/philosophical, religious or medical exemption, pursuant to Washington law.

Web-Based Applications And Remote Learning Programs Authorizations

I understand and acknowledge that the School incorporates educational, web-based computer applications and online or remote learning programs in its curriculum and student activities. The School's online learning programs may consist of entirely distance learning, in which all students participate online, or hybrid learning, in which some students participate in class while other students participate online, as well as recordings of in-person instruction. The School expects students to participate in both distance and hybrid programs in a manner similar to how they would for in-person classes. The School may choose to record distance and hybrid classes and activities for a variety of operational reasons, such as ensuring that all students have access to the School's online learning programs. Families may contact the School's office for more information or with any questions about these applications and programs.

I authorize the Student to use the School's web-based computer applications in connection, and consistent with, the School's curriculum and student activities. I further consent to the livestreaming and recording of any distance, in-person, or hybrid learning interactions among the Student and the School, its employees, and other students. This consent applies in any context, including, but not limited to, both group and one-on-one contexts. I understand that livestreams or recordings may include situations in which the Student is livestreamed or recorded on or off campus. If I do not consent to either use of the web-based computer applications or the livestreaming and recording of any distance or hybrid learning programs involving the Student, I agree to notify the School office in writing prior to the first day of school. I understand that a decision to not allow the Student to use these applications and/or to be livestreamed and recorded may seriously impact the Student's ability to participate in the School's programs and activities, including engaging in distance and hybrid learning.

Student Media Waiver

The School's ability to portray its program accurately and vibrantly depends on families' support of the School's use of images of students and students' work. Therefore, I authorize the School, its successors and assigns, and those acting within its permission and upon its authority, to use the Student's name, photographic image (including, but not limited to, portrait, picture, video, or other reproductions), audio recordings of the Student's voice, video recordings of the Student, and likeness, in written or in electronic format, and reproductions of the Student's work, including media from a remote learning context (collectively referred to herein as "Student Media Information") in the School's publications, marketing and promotional materials, website, press releases, advertising media, and/or social media accounts (including, but not limited to, Facebook and Instagram). I waive the right to inspect or approve the finished product, including written or electronic copy, wherein the Student Media Information appears. I acknowledge the School's right to crop or alter any photographic image of the Student at its discretion. I authorize the School to use the Student Media Information, as described herein, on more than one occasion, without limitation to the number of times it is used, in perpetuity. I authorize the School to reproduce, or cause to be reproduced and used, the Student Media Information described herein. I shall not be entitled to receive any compensation for such use, and I hereby release the School, its successors and assigns, and those acting within its permission and upon its authority, from any liability, responsibility, or claim that may arise by reason of any exercise of the authority granted above. If I do not consent to such use, I agree to notify the School office in writing prior to the first day of school. Media release permission is not shared with students or parents and does not ensure Student Media Information will not appear, if published by a student, parent, or other individual, or in student-run publications or student-run social media sites. While the School strives to abide by parent/guardian wishes, it does not guarantee incidental uses of a student's name or image will never occur.

School Name

I agree that I am not authorized to use the School's name (Heritage Christian School), any likeness of or reference to the School's name (e.g., "Heritage" or "HCS"), or crest or logo in any way, including to describe any event, outing, club, sports team, group, or other activity ("Group") that the Student or I may organize or lead or in which the Student or I may participate, without the express written permission of the School administration. If the Student or I participate in any activity that uses the School's name or a name like or resembling the School's name or logo that is parent-organized or led by others, including current and former School faculty, I understand that the Group is not sponsored or endorsed by the School unless I receive written notice from the School Board stating that the Group has been recognized by the School. I understand that any questions about whether a Group is sponsored by the School should be directed to the School office.

Force Majeure

I understand and agree that the duties and obligations of the School under this Contract may be modified or suspended immediately and without notice because of *force majeure* causes beyond the School's reasonable control and occurring without its fault or negligence including, but not limited to, acts of god, fire, wars, governmental action, terrorism, epidemic, pandemic, weather, other threats to the safety of students, national emergencies, or any other event beyond the School's control. If such an event occurs, I acknowledge and agree that my obligations under this Contract, including my financial obligations outlined in this Contract, including, but not limited to, my obligation to be financially responsible for the Student's tuition, and other fees, shall continue and the School's duties and obligations may be modified, suspended, or postponed until such time as the School, in its sole discretion, may safely resume operations. I acknowledge and agree that the sole remedy for a *force majeure* event is future service delivery and not a financial refund. The School may, at its option, and in its sole discretion alter the academic year schedule or provide alternate means of instruction, including, but not limited to, distance or remote learning.

Dispute Resolution

This Contract, and all rights and obligations provided for herein, shall be governed by the laws of the State of Washington without regard to conflict of law principles. I understand and agree that any dispute arising out of this Contract or otherwise between the School and the Student and/or me must be submitted to mediation or binding arbitration. Any such mediation or arbitration shall be conducted confidentially before a single, neutral mediator or arbitrator under the Rules of the American Arbitration Association and the laws of the state of Washington. The mediator or arbitrator must be selected by mutual agreement of the parties and must have experience in education law and the historic Christian faith. To the extent permitted by law, I agree that the existence and outcome of any mediation or arbitration, the contents of all depositions or testimony, all documents produced during the course of the mediation or arbitration, and any remedy imposed or damages awarded by the arbiter shall remain confidential. Failure to maintain the confidence of the mediation or arbitration will void any award in favor of the breaching party and shall entitle the non-breaching party to liquidated damages to be determined by the mediator or arbitrator. I agree to pay the cost of any mediation or arbitration brought by the School to enforce any provision of this Contract, including, but not limited to the School's attorneys' fees. Jurisdiction for enforcement of the terms of this dispute resolution agreement or the confirmation of any award rendered pursuant to this dispute resolution agreement shall rest exclusively in a state or federal court located in Washington.

Miscellaneous

If any part of this Contract is found to be unenforceable or illegal, the remainder of this Contract shall still be valid and enforceable to the fullest extent permitted by law. This Contract is the entire agreement of the parties relating to the Student's enrollment in the School, and I acknowledge that I am not relying on any other oral or written agreements. This Contract may not be amended or modified except in a written document signed by all parties that expressly acknowledges such amendment or modification. Multiple copies of this Contract may be signed, all of which shall constitute one and the same agreement. I understand that certain provisions of this Contract survive termination of the Contract.

I understand and agree that this Contract is a binding and enforceable agreement and that the School may bring an action to enforce any rights under this agreement. In such an event, or to the extent that I cause the School to be brought into any dispute to which it is not a named party, I agree that I shall be liable for, and shall pay to the School, its costs in handling the dispute, including, but not limited to, reasonable attorneys' fees, in addition to any other amounts that I may owe the School by way of judgment, settlement, or otherwise.

No failure or delay on the part of the School to fully enforce any right, power, or remedy under this Contract or any other student's enrollment contract shall be construed as a waiver or otherwise preclude the School from fully enforcing its rights at any time with respect to the Student or any other student.

Absent legal documentation to the contrary, this Contract must be signed by all parent(s) and legal guardian(s), as well as any other individuals who are financially responsible for the Student's enrollment in the School, but one signature on the Student's behalf is sufficient to create a binding contract.

By signing below, I acknowledge that I have read this Contract and understand and accept all of its terms and conditions. I understand that this Contract may be electronically signed, and by indicating my assent below, I am agreeing to the use of electronic signatures. I understand and agree that my electronic signature will have the same legal effect and validity as a written signature, and that this Contract is valid and will be given the same legal effect as a written and signed Contract. I understand that if I do not wish to sign this document electronically, I can request a paper copy of this document from the School office or I can print the document, sign it, and return it to the School office. I understand that I can withdraw my assent to electronic signatures at any time.

Signature lines on the following page

IN ORDER TO RESERVE A PLACE FOR THE STUDENT, THIS SIGNED ENROLLMENT CONTRACT AND THE REGISTRATION FEE MUST BE RECEIVED BY THE SCHOOL.

Parent/Guardian 1 – Print Name	Signature	Date	
Address	City	State	Zip
E-Mail Address	Telephone 1	Telephone 2	

Parent/Guardian 2 – Print Name	Signature	Date	
Address	City	State	Zip
E-Mail Address	Telephone 1	Telephone 2	

Other Financially Responsible Person (Print Name)	Signature	Date	
Address	City	State	Zip
E-Mail Address	Telephone 1	Telephone 2	

Accepted on behalf of Heritage Christian School

Name	Title	Date
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STUDENT COMMITMENT

1. I promise to obey school rules and school authorities.
2. I promise to give my best effort in all school activities.
3. I promise to treat all people and property with respect.

Student Signature <i>(Parent may sign for child entering grades PK-2 after discussing Student Commitment)</i>	Date
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