

## Continuous Enrollment Agreement

At Lancaster County Christian School (“LCCS” or “School”) we consider it an honor and a privilege to teach your child(ren) and provide our students with an outstanding Christian education. We thank you for choosing LCCS for your child(ren)’s education. By means of this Enrollment Agreement (“Agreement”) LCCS and the below signing Parent/Guardian agree as follows:

- 1. General Acknowledgement:** In signing this Agreement, the Parent/Guardian indicates his/her/their desire to enroll his/her/their student in LCCS for the 2019-2020 school year and each year thereafter upon successful completion of the student’s then current grade, and he/she/they agree to pay the annual tuition and fees incurred and abide by all the terms of this Agreement. Parent/Guardian also understands that his/her/their student is not enrolled at LCCS and no position is held for the student until this Agreement is signed and the student’s registration fees have been paid and that the student will not be permitted to begin classes until all requirements for transcripts, previous school records, test results, health records, emergency medical treatment authorization and any other records required by LCCS are provided to LCCS.
- 2. LCCS Policies:** Parent/Guardian acknowledges that enrollment in LCCS is a privilege, not a right, and is contingent upon the student’s satisfactory completion of the current school year, the completion of all enrollment forms, continued compliance with all School policies, procedures and moral teachings, and that grade and classroom placement is determined at the sole discretion of LCCS. Parent/Guardian and student acknowledge that he/she/they have carefully examined, agree with, and fully support LCCS’s Mission, Vision, and Statement of Faith, and the policies, procedures and practices of LCCS, including, but not limited to those set forth in the School’s Parent-Student Handbook (“Handbook”). All such items and their terms are incorporated into this Agreement by reference. Accordingly, Parent/Guardian and student agree to abide by all such policies, procedures, practices, and the provisions of the Manual and the Handbook and acknowledge that the same will be subject to periodic modification by LCCS. To the extent that it applies, Parent/Guardian and each student agree to promptly disclose any potential conflicts to the religious beliefs, moral teachings, policies, procedures, and practices of LCCS during the Initial Term and Continuing Term of this Agreement to the Head of School.
- 3. Initial Term & Continuing Term:** Parent/Guardian understands that the term of this Agreement shall be in effect upon signing this Agreement and shall renew automatically for each successive academic year until graduation[TS1] from LCCS unless and until this Agreement is terminated by LCCS for any reason or written notice of termination from the Parent/Guardian is received by the Head of School or Admissions Office on or before February 28 of each year. Simply stated, if a student will not return the following school year, the Parent/Guardian must notify the Head of School or Admissions Office in writing by February 28 of the current school year. In the event LCCS does not receive a written notice of termination on or before February 28, a non-refundable registration fee per student shall be owed and will be billed to Parent/Guardian in March. [TS2] Successful completion of the current

academic year and recommendation of LCCS is required for automatic renewal of currently enrolled students. LCCS is the sole arbiter of whether a student has successfully completed the school year and such determination may include nonacademic considerations. In the event that LCCS rescinds this Agreement prior to the first day of school, the registration fee will be refunded; provided, however, the registration shall not be refunded if any tuition amounts are outstanding.

4. **Dismissal:** LCCS believes that a positive and constructive working relationship between LCCS and families is essential to the accomplishment of its Mission, Vision, and Statement of Faith. Accordingly, if LCCS concludes that the actions, attitude, influence, or behavior of either a Parent/Guardian or a student are at odds with the School's principles, or otherwise seriously interferes with LCCS's accomplishment of its educational purposes for the student or other enrollees, LCCS reserves the right to end this Agreement or decline re-enrollment. (Examples of such conduct would include defamatory comments regarding teachers, administrators, volunteers, employees, board members, and/or the school itself, including the posting of negative or derogatory comments on the Internet, Facebook, Twitter, or other social media.)
5. **Withdrawal:** Parent/Guardian understands that, in consideration of LCCS's enrollment of his/her/their student, certain overhead expenses of the School are incurred on an annual basis, and such expenses do not diminish with the withdrawal of the student and that all tuition and fees are charged for a place within LCCS and not for a period of attendance. Parent/Guardian further acknowledge and agree that the absence of a student during an academic year does not materially reduce the expenses of LCCS. **Consequently, regardless of whether a student is voluntarily withdrawn or dismissed from LCCS for any reason, a pro rata tuition refund / forgiveness will be issued by LCCS according to the following established schedule: March 1 – June 30 (100% of total tuition), July 1 – August 31 (75% of total tuition), September 1 – October 31 (50% total tuition), and November 1 – December 31 (25% of total tuition). No tuition refund or forgiveness will be possible after December 31.** All tuition and fees owed are due and payable at the time a student withdraws or is dismissed from LCCS. Unpaid tuition and fees become delinquent one day after a student is withdrawn or dismissed. Student grades, diplomas, testing results, transcripts, or other records will not be released until all delinquent amounts, including all administrative fees, are paid in full and all other requirements are met.
6. **Payments:** Parent/Guardian agrees to fully and timely pay LCCS (in accordance with the payment plan elected) all tuition, charges, fees, and assessments associated with a student's admission, enrollment, and/or program participation at LCCS. Tuition and fees for each school year are established and published by the LCCS Board of Trustees no later than January 31. Payment for each academic year is due in full by July 1 unless a student is enrolled in the LCCS semi-annual or monthly payment plan program. For the sake of clarity, please note that enrollment in the semi-annual or monthly payment plan programs does not diminish the withdrawal refund/forgiveness of tuition outlined in Section E of this Agreement. Students enrolled at LCCS after July 1 are required to provide payment to cover all missed installments of the monthly payment plan at the time of the first tuition

payment. All tuition payments must be paid when due. If at any time a student's account is past due more than 15 days, a late fee will be assessed, and the student may be subject to suspension from school and all school-sponsored activities (including but not limited to graduation) until the account is made current. Parent/Guardian agrees to accept full responsibility for any and all costs incurred by LCCS to collect any delinquent amounts due LCCS including, but not limited to, administrative fees, attorney's fees and expenses, collection costs or other related costs, as well as interest as allowed by law.

7. **Tuition Assistance:** Parent/Guardian understands that if student qualifies and is awarded any form of tuition assistance, there may be additional requirements that must be accepted and fulfilled before the award will be applied to the student's tuition account. For example, the award will be held until tax returns or other requested documentation is verified or past due accounts are paid.
8. **Cooperation:** Parent/Guardian agrees to fully cooperate with LCCS teachers and administrators in the education and related discipline of his/her/their student, agrees to assist his/her/their student to learn and advance in the educational process, and will help to solve any school-related problems using Matthew 18 biblical principles. In addition, Parent/Guardian will furnish general aid and support to the teachers and administration in providing a Christian education to his/her/their student. LCCS reserves the right to periodically adopt and/or modify rules and regulations. Parents/Guardian agrees to review the LCCS Handbook annually and agrees to be bound thereby and to cause his/her/their student to adhere to all rules and regulations adopted by LCCS. Further, Parent/Guardian assigns to LCCS the authority for appropriate disciplinary action in accordance with the Manual and Handbook including dismissal or expulsion of his/her/their student as a consequence of violation of the rules and regulations then in force. Parent/Guardian further agree that images of his/her/their student may from time to time be used in promotion of the School via social media outlets, website, and other print and online marketing materials.
9. **Release of Liability:** PARENT/GUARDIAN(S) HEREBY AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LCCS AND ITS ADMINISTRATORS, TEACHERS, VOLUNTEERS, EMPLOYEES, COACHES, DIRECTORS, TRUSTEES, AND ANY OTHER REPRESENTATIVES FROM ANY LIABILITY WHATSOEVER INCLUDING BUT NOT LIMITED TO PHYSICAL INJURY, PAIN, SUFFERING OR LOSS OF ANY NATURE THAT MAY BE INCURRED OR CAUSED BY STUDENT OR OTHER FAMILY MEMBERS AT ANY REGULAR OR SPECIAL EVENTS WHICH LCCS MAY SPONSOR OR IN WHICH LCCS OR ITS REPRESENTATIVES MAY PARTICIPATE WHETHER ON OR OFF LCCS PREMISES.
10. **Mediation and Arbitration:** Both LCCS and the Parent/Guardian(s) believe disputes are to be worked out between the parties without recourse to the courts. Accordingly, the parties agree that any claim or dispute arising out of, or related to, this Agreement or to any matter involving the student, including claims under federal, state, and local statutory or common law, the law of contract, and law of tort shall be settled by biblically based mediation. If resolution of the dispute does not

result from mediation, the matter shall then be submitted to an independent and objective arbitrator from the Institute for Christian Conciliation for Binding Arbitration. LCCS and Parent/Guardian(s) agree for the mediation and arbitration process to be conducted in accordance with the "Rules of Procedure for Christian Conciliation" ("Rules") contained in the Peacemaker Ministries booklet, Guidelines for Christian Conciliation. Parent/Guardian(s) understand that these methods shall be the sole remedy for any controversy or claim arising out of this Agreement or involving the student and expressly waive the right to file a lawsuit against LCCS in any civil court or administrative agency, except to enforce a legally binding arbitration decision.

**Non-Discrimination Policy**

LCCS does not discriminate on the basis of race, color, national or ethnic origin in the administration of its educational policies, admissions policies, scholarship and loan programs, employment policies, and athletic and other School-administered programs. LCCS is a religious educational ministry, and reserves the right to act or not act in accordance with its constitutionally protected right of the free exercise of religion.