

WESTWOOD CHRISTIAN SCHOOL
A MINISTRY OF FIRST BAPTIST CHURCH OF WESTWOOD LAKE
PARENT/STUDENT AGREEMENT

1st Student: Name: _____ Grade Entering: _____

2nd Student: Name: _____ Grade Entering: _____

3rd Student: Name: _____ Grade Entering: _____

4th Student: Name: _____ Grade Entering: _____

Recognizing that the education of my/our child is a parental responsibility given to us by God, we (parents/guardians) enter into this Agreement with First Baptist Church of Westwood Lake and Westwood Christian School (sometimes referred to "the School") to help us as parents/guardians to train and educate our child by enrolling him/her in Westwood Christian School. The purpose of this Agreement is to promote a clear understanding of the duties and responsibilities of each party. The undersigned parties agree as follows:

1. I/We subscribe without reservation to the Statement of Faith and Standards of Conduct of Westwood Christian School (set forth in separate documents) and agree that my/our family will abide by these doctrines in all aspects of our lives, both at and away from school ministries and functions, even though I/we may have membership in another church.
2. I/We understand and agree that the church and school ministries are inseparable and that my/our child may be expelled from the school if either of us is out of fellowship with the First Baptist Church of Westwood Lake, as determined in the sole discretion of the Senior Pastor and church leadership.
3. I/We have received, read and discussed the contents of the Parent-Student Handbook with my/our child. I/We understand the obligation of students and parents at Westwood Christian School. I/We agree to comply with the policies and procedures set forth in the Parent-Student Handbook and to ensure that my/our child does so, as well. I/We understand that the school may modify or eliminate any policy, procedure, or regulation as deemed appropriate by the administration.
4. I/We understand and agree that the education of my/our child will be guided by the instructors and other school officials. I/We agree that my/our purpose in obtaining a Christian education for my/our child will be achieved by following the curriculum set by the instructors. To that end, I/we agree that I/we will require my/our child to perform all duties and responsibilities entrusted to him/her by the instructors or school officials to the best of his/her ability to their satisfaction. I/We understand and agree that during my/our child's enrollment, the courses offered and the instructors teaching them may change from time to time at the discretion of the school leadership.
5. I/We understand and agree that neither I/we nor my/our child has any right to publish and distribute a student newsletter, petition, or any other publication at school. I/We understand and agree that Westwood Christian School has the right in its sole discretion to control what is published, circulated, or otherwise distributed at the school to its students or staff and I/we will ensure that my/our child understands this provision.
6. I/We understand and agree that attending Westwood Christian School is a privilege and the school reserves the right to discipline, suspend, or expel my/our child for violation of the school's rules, principles, or procedures as determined by the administration. Notwithstanding anything to the contrary herein, the Agreement does not bind either party to any specific period of enrollment. Either party may terminate this Agreement without cause upon seven (7) days written notice.

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(Tuition refunds are prorated per month, based on a 10 month school year. *The end date of attendance is defined when the School Office receives the student's official written notice of withdrawal.*) No tuition will be refunded for any month in which a student attended partially.

7. Tuition rates are as set forth on the Tuition and Fee Schedule. Tuition may be paid on a monthly, semester, or yearly basis. I/We understand that if we elect to pay on a monthly basis, the first payment is due August 1. A monthly payment schedule may be selected either on the 5th or 20th of the month, with the final payment due May 1. You may not change this during the current year. Tuition will not be reduced or prorated for absences, whether related to illness, disciplinary action or any other reason.
8. I/We understand my student, beginning in grade 9, will begin contributing to their Senior Class Trip. Fees for the trip are due at registration as follows: Freshmen \$100, Sophomores \$200, Juniors \$200, Seniors \$200 (with balance due prior to the trip). All **new** seniors will pay a Senior Trip fee of \$300 at registration. *The senior trip fee for **all seniors** will be non-refundable when the student is enrolled for their senior year.*
9. We understand that the school will charge a service charge of 1.5% per month or 18% per annum simple interest for all payments received after the due date. All accounts must be paid before records and transcripts can be released or transferred to other schools and colleges. I/We understand that *if our account becomes 30 days past due, my/our child will not be allowed to continue to attend classes until I/we make satisfactory written arrangements with the Business Office.* I/We further understand that I/we must still pay tuition for periods of non-attendance for delinquent accounts, unless my/our child is withdrawn from school as set forth in paragraph 6.
10. I/We understand that the registration fee (as outlined in the Tuition and Fee Schedule) is due with submission of this executed Agreement and no later than the first day of attendance in school. The registration fee is not refundable under any circumstances. The registration fee reserves a place for my/our child and is not credited toward tuition. I/We further understand that if I/we do not timely submit the registration fee, unsecured spaces may be made available to new students. I/We also understand that all matriculation fees (as outlined in the Tuition and Fee Schedule) are due by July 1 and that my/our failure to timely submit these fees will result in a loss of my child's reservation. After the first day of attendance in class, matriculation fees are nonrefundable.
11. I/We agree to allow my child's name, photograph, and information to be used by the school in the school's publications, promotional materials and website, and other forms of advertising without compensation and without prior notice. I/We release and hold the School and First Baptist Church of Westwood Lake harmless from any liability stemming from the use of my/our child's name, photograph, or information.
12. In the event my/our child becomes ill or is injured while under school supervision, I/we give my consent for the School authorities to take the following steps: (a) contact a parent of the child and follow his instructions; (b) contact the child's physician and follow his/her instructions, in the event neither parent can be reached; and (c) use their own discretion in contacting a properly licensed physician and follow his/her instructions if the child's physician cannot be reached. If, in the opinion of a properly licensed and practicing physician, my/our child needs medical or surgical services which require my/our consent before being supplied, and I/we cannot be reached, I/we hereby authorize, appoint and empower the Administrator, or his designee to furnish on my behalf such written or oral authorization as may be so required. Further, I/we release the Administrator, or his designee, the School, and First Baptist Church of Westwood Lake from any liability which might arise from the giving of such authorization, it being my/our desire that my/our child be furnished with such medical or surgical services as soon as reasonably possible after the need arises.
13. I/We understand that the School is not responsible for damages to or loss of personal property, including vehicles using our parking facilities.

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14. I/We understand that this Agreement is conditioned upon my/our child successfully completing his/her current school year in good standing, both academically and behaviorally. If after completion of the current school year, the School determines in its sole discretion that my/our child has not met this requirement, the School has the right to unilaterally cancel this Agreement.
15. I/We agree that a positive and constructive working relationship between the School and parents is essential to the fulfillment of the School's educational purpose. Thus, I/we understand that the school reserves the right not to extend the privilege of enrollment or re-enrollment to a student if the School reasonably concludes that the actions of a parent make such a positive and constructive relationship impossible or otherwise seriously interferes with the School's accomplishment of its educational purpose. Moreover, the School reserves the right to expel a student at any time if, in the judgment of the Senior Pastor and church leadership, conduct of anyone directly associated with a student, including but not limited to a student's parent, in or out of the School, is not in keeping with the School's accepted standards or principles. There will be no refund of tuition where such enforced withdrawal occurs. If, for any reason, it is the best interest of the School, the School also reserves the right to withdraw an offer of enrollment or re-enrollment at any time, and to nullify an executed Parent/Student Agreement.
16. I/We agree that my/our child will refrain from intimate sexual activity, or any form of homosexuality, lesbianism, bisexuality, bestiality, incest, fornication, adultery, and pornography. I/We agree that if my/our child is in violation of this principle, or if my/our child believes that he/she is gay, homosexual, lesbian, or bisexual, I/we will encourage my/our child to disclose the situation to the Senior Pastor or Administrator and seek guidance and counseling through the church. I/We will ensure that my/our child understands this requirement as well. I/We also understand that if the church/school learns that this principle has been violated and my/our child has not sought counseling, has refused counseling, or has engaged in such activity after counseling through the church, my/our child will be asked to withdraw from school.
17. I/We hereby consent and hold the School harmless for the release of my/our child's record and information upon request by an educational institution or law enforcement agency. I/We also release and hold the School harmless from any liability stemming from the use, disclosure or release of my/our child's records or information.
18. The School continually strives to update the accuracy of all written materials, including, but not limited to, promotional information, catalogs, brochures, handbooks, and advertising. In an effort to do so, however, information included in the materials (including class sizes, student-to-teacher ratios, school accreditation, teacher qualification, specialization, and length of service, etc.) may change as programs grow and as staff changes. I/We understand that prior to relying on any written materials in making my/our decision to enroll my/our child in the School, I/we will verify the accuracy of information with the School Office. I/We also understand that even if the information was accurate at the time that I/we enrolled my/our child, the information may change prior to commencement of classes or during attendance at the School. I/We also understand that only the Senior Pastor or Administrator (or their designee) have the authority to make commitments regarding the nature of the program, specific arrangements for a student, or other changes from the School's regular curriculum.
19. As Westwood Christian School is a Christian ministry organization, both parties agree that they would never make demands, threaten to sue, or actually litigate any matter whatsoever relating to or resulting from this Agreement. To do otherwise would be in clear violation of Biblical teaching and practice. I/We agree, on my/our behalf and on behalf of my/our child that when problems or disputes occur, they must be resolved according to the following criteria and procedures. Similarly, First Baptist Church of Westwood Lake and Westwood Christian School agree to resolve problems or disputes according to the following criteria and procedures.

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- A. Scripture (Matt. 18:15-17) advises us that resolving problems or disputes should first be attempted between the individuals involved. The first step, therefore, is to get all the facts together and try to reach a solution between parents/guardians and the teacher. Except in extreme circumstances as determined by the building principal, this first step is not to be bypassed.
 - B. If the problem or dispute is still unresolved, the next step in the problem resolution procedure is a meeting with the building principal, the parent/guardians involved, and the teacher. Generally, meetings involving a teacher will always include the teacher involved.
 - C. If necessary, the next step in the problem resolution procedure is to submit a letter requesting a meeting with the Administrator and Senior Pastor. The letter should state the specific grievance to be resolved. In the event that a problem cannot be resolved at this meeting, the final step of appeal will be binding arbitration, because Scripture condemns Christian suing other Christians in the secular courts (1 Cor. 6: 1-8).
20. I/We agree, except as set forth below, that any claim, dispute, or controversy arising out of, or related to, this Agreement or to any aspect of the student/parent/school/church relationship, including claims arising under statute, contract, ordinance, tort, or common law, under state, federal, or local law, or under equitable principles shall be resolved through the binding arbitration process set forth in this Agreement and in conformity with the Federal Arbitration Act and the Florida Arbitration Code (Fla. Stat. 682.01-22). This arbitration agreement does not apply to workers' compensation benefit claims or claims for benefits under any insurance, health care, welfare benefit, or pension benefit plan or policy providing a procedure for resolution of disputes. The arbitration procedures are as follows:
- A. The parties may request the use of an arbitration panel to resolve a conflict if the problem remains unresolved after the problem resolution procedure set forth in paragraph 18. The decision of the arbitration panel will be binding on all parties.
 - B. Prior to choosing arbitrators, the parties agree to work together to outline the issue(s) to be resolved. Once the parties agree to the issue(s) to be resolved, they agree that no other issue(s) will be presented in the dispute before, during, or after arbitration proceedings. If the parties cannot agree on the issue(s) to be resolved, the scope of the arbitration will be determined by the arbitrators.
 - C. The arbitration panel selected will consist of the three Christian arbitrators, none of whom are close friends of or related to either party or have knowledge of the dispute. "Christian" is to be defined according to the doctrinal teachings of The First Baptist Church of Westwood Lake. Each party will select one Christian arbitrator, who is not an attorney, with the other party having absolute veto power over the selection on up to three occasions. The two arbitrators selected by the parties will select a third Christian arbitrator who has a good reputation.
 - D. Arbitration will be held at a neutral site in Miami, Florida, to be decided by the arbitration panel.
 - E. Arbitration must be completed within 90 days after the arbitrators are chosen, unless otherwise agreed to by both parties. Regardless, the arbitrators must set a definite date to complete arbitration.
 - F. To the extent permitted by law, arbitration fees and all expenses related to arbitration will be borne equally by both parties. Each party will pay the expenses of their own legal counsel.
 - G. The arbitrators may, in their absolute discretion, receive and consider any evidence they deem relevant to the dispute, whether written or oral, without regard to any formal rules of evidence.

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- H. The parties and their respective witness must, when required by the arbitrators, attend and submit to examination and cross-examination as to all or any of the matters referred to in the proceedings, and to produce and deposit with the arbitrators all or any non-privileged evidence in their possession or under their control concerning such matters. If any party fails to comply with this paragraph, the arbitrators may proceed with the arbitration at their discretion as if no such evidence were in existence, insofar as it may be favorable to the non-complying party.
 - I. All presentations shall be controlled by the arbitrators. Any disputes regarding procedure shall be decided solely by the arbitrators.
 - J. The arbitrators shall issue a written reasoned decision, which shall be subject to confirmation, modification, correction, or vacation in accordance with the provisions of Fla. Stat. 682.12 – 682.19, except that any such request must be made within twenty (20) days after service of the final arbitration decision. Should any term or provision, or portion thereof, be declared void or unenforceable it shall be severed and the remainder of the decision shall be enforceable.
 - K. The parties agree that if a parent/guardian fails to follow the problem resolution and arbitration procedure and/or involves the court in any dispute, the school reserves the right to require immediate withdrawal of the child from the school.
 - L. If a party bypasses the problem resolution and arbitration procedure and files suit in a court to seek damages or other relief and the other party has to move to enforce the provisions of this problem resolution procedure and arbitration, the prevailing party shall be entitled to recovery of its fees and cost incurred (through appeal).
21. This Agreement shall be governed under the laws of the State of Florida (as to any state law claims) and under federal law for any claims arising under federal law or statute.
22. The parties agree that there are no other agreements or understanding between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the Agreement of the parties. Neither this Agreement nor its execution have been induced by any reliance, representations, stipulations, warranties, agreements or understandings of any kind other than those expressed herein. If any provision of the Agreement is found to be void or voidable, it shall not affect the validity of any other provision. Both parties shall remain bound by all other provisions.
23. I/We certify that I/we will explain this Agreement and its meaning to my/our child. I/We will assist the School in every way necessary to ensure my/our child abides by all the terms of this Agreement.

I/WE UNDERSTAND THAT THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH REQUIRES THAT I/WE, ON OUR OWN BEHALF AND ON BEHALF OF MY/OUR CHILD, GIVE UP RIGHTS TO TRIAL BY JURY. SIMILARLY, THE FIRST BAPTIST CHURCH OF WESTWOOD LAKE AND WESTWOOD CHRISTIAN SCHOOL ALSO GIVE UP THEIR RIGHTS TO TRIAL BY JURY.

*Signature of Father (or legal guardian) Date

*Signature of Mother (or legal guardian) Date

Responsible for Billing
***Both parents must sign**

Responsible for Billing

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Please PRINT address for Billing Statements:

Name

Street Address

City, State, Zip

Student Agreement: I agree to abide by the rules and policies in the Student-Parent Handbook

1st Student's Signature (Grades 6 to 12)

Date

2nd Student's Signature (Grades 6 to 12)

Date

3rd Student's Signature (Grades 6 to 12)

Date

4th Student's Signature (Grades 6 to 12)

Date

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