



CONTINUOUS ENROLLMENT AGREEMENT AND PARENT STATEMENT

5000 Academy Drive • Frisco, Texas 75034 • 469-633-1330

Name of both parents or legal guardians:

Name of student:

Legacy Christian Academy (LCA) is an evangelical Christian school and believes in the totality and infallibility of God's Word, the Bible. The Bible is used as the standard to which all students must adhere. Legacy Christian Academy is charged with being good stewards of the resources the Lord has entrusted to the school's care. LCA would like to operate solely on the basis of trust in our dealing with everyone who enrolls their children at Legacy Christian Academy. However, the nature of our society requires the following to be disclosed and agreed.

This Continuous Enrollment Agreement and Parent Statement ("the Agreement") is between Legacy Christian Academy and both of the parent(s) or legal guardian(s) (hereinafter referred to as PARENT, which term includes the singular or plural, as applicable) of the above-named student (hereinafter STUDENT). As the PARENT of the STUDENT referred to above, I (we) have carefully examined the doctrinal statement, philosophy and Christian purpose of LCA, and desire that LCA, in cooperation with me (us), seek to provide the STUDENT with the spiritual and academic program of education offered by LCA expressly including all rules, restrictions and religious and moral policies stated by LCA in any handbook or doctrinal statement as published and provided by the school which may directly apply to the actions and behavior of my child and myself (ourselves). I understand and agree that each parent and/or legal guardian must sign this Agreement and that the STUDENT will not be enrolled until all parents and/or legal guardians complete, sign, and return all required documents, including, but not limited to this Agreement. I (we) hereby understand and agree to the following:

TERM AND MODIFICATION OF AGREEMENT

1. The term of this Agreement shall be in effect for the first academic school year that the STUDENT is accepted by LCA and shall renew automatically for each successive academic school year until the STUDENT'S graduation from LCA, unless and until this Agreement is terminated by LCA in accordance with the Agreement, or by the PARENT only in accordance with the Withdrawal of Student and Termination of Agreement by Parent section below.
2. PARENT understands and agrees that LCA may modify this Agreement at any time. In such cases, when LCA has made a modification, LCA will notify PARENT by placing the updated version of the Agreement with the effective date of the modification on LCA's Student Information System and will require PARENT to acknowledge receipt of the modification within ten (10) school days.

PAYMENT POLICIES & OBLIGATIONS

I (we) expressly acknowledge, agree and in all things consent to the following:

3. The Tuition and Fee Schedule established by LCA for each school year (including any amendments) set out the specific tuition and fees for your STUDENT for the specific grade level and program indicated and is incorporated herein by reference. All persons signing this Agreement are jointly and severally liable for the tuition and fees set forth therein.
4. STUDENT will not be permitted to attend class until the Agreement is executed by both parents or legal guardians. All required fees and tuition payments are made to and accepted by Legacy Christian Academy or FACTS Tuition Management Company. An annual account fee per family will be charged by FACTS.
5. Tuition and fees are to be paid as agreed in this Agreement, the Tuition and Fee Schedule or other activity fee document in strict compliance with the deadlines stated therein. If an account is delinquent by thirty (30) days, the account is considered past due. Any past due account will be handled in accordance with the Past-Due Account Policy. PARENT also understands and agrees that in the event an account is 60 days past due, STUDENT will not be permitted to travel on any school-sponsored or related trips and will be ineligible to participate in school athletic, fine arts or other team events until the account is current. PARENT also understands and agrees that in the event an account is 90 days past due with respect to any tuition or fees due, in the sole discretion and election of LCA, and with the unconditional and express consent of PARENT, the STUDENT may not be allowed to continue to

attend classes until tuition and fees are paid in full (or until PARENT makes other written arrangements acceptable to LCA to pay all amounts due). Further, grades, testing results, transcripts, report cards, etc. of the STUDENT shall not be released to the PARENT or any other party, including other schools and/or colleges, for any past due account **including any account for which the remainder of tuition and fees for the current school year are required to be paid by the terms of this Agreement to be paid in full but are not**, until such time as the tuition, fees and activity accounts are current or paid in full. PARENT expressly waives any claim or right to demand the release by LCA, to PARENT or to any third party, of any grades, testing results, transcripts, report cards, etc., of the STUDENT unless and until all accounts for STUDENT are paid in full as required under this Agreement. Under no circumstances shall LCA's decision not to allow STUDENT to attend class, or to withhold grades, testing results, transcripts, report cards, etc. in any way release PARENT from any obligation herein including the obligation to pay tuition and fees when due.

6. In addition, if the STUDENT is enrolled in the Legacy Learning Center program, PARENT also understands and agrees that LCA reserves the right to fill STUDENT's space in the Legacy Learning Center program with another student upon PARENT's failure to make any payment beyond 30 days in arrears, but that any exercise of such right by LCA shall not release or discharge PARENT from the obligation to pay the full Legacy Learning Center fees or any other enrollment fees required by LCA.
7. For all checks written to Legacy Christian Academy, a \$25 service fee will be charged for any insufficient checks returned and only a cashier's check or money order will be accepted for such insufficient amounts and service fee.
8. Any transportation expenses, activity fees or other special fees and charges not included in the fees quoted on the Tuition and Fee Schedule must be paid separately to LCA for such activities in which the STUDENT participates.
9. PARENT agrees and consents that, regardless of any other qualification, STUDENT may not be permitted to begin attendance in class for any school year if any tuition or fees in any amount are past due and owing at the time classes begin for such school year. Such student's place on a class list will be confirmed only if the account for STUDENT is fully current.
10. I (we) have read the Continuous Enrollment Agreement and understand the contents and obligations related to payment contained herein and incorporated by reference.
11. I (we) commit, by the execution of this Continuous Enrollment Agreement, to be responsible for the full tuition of the STUDENT, for each and every school year of my STUDENT'S attendance in accordance with this Agreement, unless I (we) have withdrawn the STUDENT in accordance with this Agreement. In consideration of the School's acceptance of this continuous enrollment agreement, I (we) agree to accept and support the policies of the School and to pay when due the required charges for tuition and fees as indicated herein. I (WE) AGREE TO PAY THE FULL YEAR'S TUITION AND FEES, WHETHER OR NOT THE STUDENT ATTENDS THE SCHOOL FOR THE FULL YEAR, unless this Agreement is terminated by me (us) in specific and express accordance with the terms herein. I (we) understand that this Agreement is not a fractional agreement, even though I (we) may be permitted to pay my (our) obligation for the full year in more than one payment.
12. There are no conditions by which any tuition fees or tuition payments paid on behalf of one STUDENT may be transferred to another STUDENT.

WITHDRAWAL OF STUDENT AND TERMINATION OF AGREEMENT BY PARENT

13. The PARENT hereby understands and agrees that this Agreement shall renew automatically for each successive academic school year until STUDENT'S graduation from LCA, unless and until this Agreement is terminated by LCA, or the STUDENT'S PARENT submits the LCA Notice of Withdrawal form on or before January 31 of each year for the next academic school year. PARENT understands and agrees that if the STUDENT will not be returning to LCA for the following school year, PARENT is required to submit the LCA Notice of Withdrawal form to the Admissions Office by no later than January 31 of the preceding school year, or the PARENT will be responsible for the tuition and fees as set forth below for the subsequent school year. If the Notice of Withdrawal is received by LCA by January 31 of the preceding school year, the PARENT will be released from paying 100% of the next year's annual tuition and the STUDENT will be withdrawn at the end of the current school year.
14. As a non-profit institution, the overhead expenses of LCA do not diminish with the departure of some students during the course of the school year. PARENT agrees that it is impossible for LCA to determine, at the time of my execution of this Continuous Enrollment Agreement, the damage and loss to LCA that would occur due to the later cancellation/withdrawal of some of the students who have enrolled. As such, unless a Notice of Withdrawal form is submitted by the parent on or before January 31 of the preceding school year, the PARENT, becomes liable for the **entire year's tuition and fees for the upcoming school year as liquidated damages, even if the STUDENT is withdrawn, absent, or is involuntary separated from the School by the PARENT UNLESS the PARENT**

terminates this Agreement in strict accordance with the procedures set forth in Paragraph 14 below. If the STUDENT is withdrawn, absent, or involuntarily separated by the PARENT for any reason including, without limitation, change of residence, health, academics, or any other reason whatsoever, after the withdrawal dates set forth in Paragraph 14, there will be no refund or reduction of fees or tuition for that upcoming school year and any unpaid balance may, at the School's election, become immediately due and payable. However, PARENT further understands, consents and agrees that he/she/they shall be liable for the entire year's tuition and fees for the STUDENT if he/she is suspended or expelled at any time by Legacy Christian Academy for disciplinary reasons or other reasons as set forth in Paragraph 18. PARENT agrees there are no exceptions or appeals to these termination policies. Time is of the essence as to all deadlines stated in this Continuous Enrollment Agreement.

15. PARENT may terminate this Agreement by submitting a written Termination Notice to the LCA Business Office in strict compliance with the dates indicated below (the Termination Date). The written Termination Notice must: (a) be dated; (b) state the STUDENT'S name; (c) provide a reason and any required documentation, if applicable, for the termination of the Agreement; and (d) be RECEIVED by the LCA Business Office on or before the Termination Date. If such Termination Notice is timely received, PARENT will be released from the financial obligation to pay for the entire year's tuition and fees subject to the following statements and in the manner set forth below. Even if this Agreement is terminated pursuant to the terms of this Paragraph, PARENT understands and agrees that the School will not refund any portion of the STUDENT'S enrollment and/or registration fee or any other non-refundable fees set forth by the School. Parent also understands and agrees that PARENT shall not be released from the financial obligation to pay for the entire year's tuition and fees if the STUDENT has been or is in the process of being suspended or expelled at any time by Legacy Christian Academy for disciplinary reasons or other reasons as set forth in Paragraph 18.
- a. If the Termination Notice is received on or before May 31, PARENT will be released from paying 70% of the next school year's annual tuition.
 - b. If the Termination Notice is received on or before June 30, PARENT will be released from paying 60% of the next school year's annual tuition.
 - c. If the Termination Notice is received on or before July 31, PARENT will be released from paying 50% of the next school year's annual tuition.
 - d. If the Termination Notice is received on or after August 1, but on or before December 31 of the current school year, PARENT is obligated to pay the entire annual tuition, UNLESS the PARENT provides written documentation, which, in the sole discretion of LCA, is acceptable evidence that the STUDENT has moved and now resides 30 or more miles from Legacy Christian Academy with the PARENT or another guardian who has legal custody of the STUDENT during the majority of the school week, or the STUDENT cannot attend due to a medical condition, as diagnosed in written form by STUDENT'S physician and provided to LCA. All such documentation must be provided to LCA on or before the deadline date herein. In these exceptional cases only, PARENT will be released from paying 50% of the current year's annual tuition.
 - e. If the Termination notice is received on or after January 1 of the current school year, PARENT is obligated to pay the entire annual tuition of that school year, UNLESS the PARENT provides written documentation in accordance with the deadline date herein which, in the sole discretion of LCA, is acceptable evidence that the STUDENT has moved 30 or more miles from Legacy Christian Academy with the PARENT or another guardian who has legal custody of the STUDENT during the majority of the school week, or the STUDENT cannot attend due to a medical condition as diagnosed in written form by STUDENT'S physician and provided to LCA. All such documentation must be provided to LCA on or before the deadline date herein. In these exceptional cases only, PARENT will be responsible for a prorated tuition for that school year, which includes all dates of attendance up to and including the date of withdrawal.

PARENT/SCHOOL RELATIONSHIP

16. LCA believes that a positive and constructive working relationship between LCA and each STUDENT'S PARENT is essential to the accomplishment of LCA's education mission and responsibilities to its students. Accordingly, if, in the sole judgment and discretion of LCA, the PARENT'S or other family member's behavior, actions, communications, or interactions whether on or off campus (including during school-sponsored events) is disruptive, intimidating, or overly aggressive, or reflects a loss of confidence or serious disagreement with the school's policies, Christian values, methods of instruction, or discipline, or otherwise interferes with the School's safety procedures, biblical moral standards and principles, responsibilities, or accomplishment of its educational purpose or program, or in any way act as counter-witness to the biblical principles followed and adopted by LCA, the School reserves

the right to dismiss the STUDENT(S) from the community without regard to circumstances of why, when and where such conduct occurs. In addition, the School reserves the right to place restrictions on PARENTS' or other family members' involvement or activity at school or presence on school property or at school-related events if the PARENT or other family member engages in behavior or has a status (such as a pending criminal prosecution or conviction) that would, in the sole discretion of LCA, suggest that such restrictions may be appropriate for the community. There will be no refund of tuition where such enforced withdrawal occurs and any unpaid balance is payable in full according to the terms of this Agreement. If, for any reason and in the sole discretion of LCA it is in 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 Continuous Enrollment Agreement. PARENT agrees that this policy is reasonable and is necessary to further the mission, values and policies of LCA, including the policies regarding non-refundable tuition and balances due.

17. On behalf of the STUDENT and myself, as parent or legal guardian, I (we) understand that it is required that both PARENTS and the STUDENT know and at all times follow the LCA rules, procedures, policies, and/or regulations contained in any handbook or other published document and agree to be bound and abide by the terms, provisions, obligations, and requirements thereof. However, I (we) also understand that while I (we) and the STUDENT must comply and follow all of the rules, procedures, policies, and/or regulations set out in these various handbooks and/or other documents, such handbooks and/or other documents are not contracts (other than this Agreement), nor are they intended to be so construed. LCA reserves the right to modify and/or amend the contents of any handbook and/or other published document at any time during the year.
18. The administration of LCA and the teachers serving under them shall have full and sole discretion in the administration of appropriate discipline and/or other requirements of the STUDENT. Legacy Christian Academy reserves the right to discipline students for, among other things, neglect of schoolwork, failure to meet academic standards of achievement, poor student citizenship, acting in any way as counter-witness to the biblical principles or Christian mission of LCA, misconduct or failure to follow the rules and regulations of Legacy Christian Academy, both on and off campus, and without regard to circumstances of why, when and where such conduct occurs.
19. Legacy Christian Academy has the right to suspend or terminate the attendance of any student for reasons set forth in the Student Handbook (or other published document), for reasons that the LCA administration considers detrimental to the School community, student, or to other students of the School, or for the PARENT'S failure to pay all or any part of the PARENT'S financial obligations for the STUDENT'S attendance. If the STUDENT'S attendance is suspended or terminated by the SCHOOL, the PARENT understands and agrees that he/she/they are liable for the entire current year's tuition and fees and the next year's tuition and fees if such suspension or termination is after the date required for Notice of Withdrawal by the PARENT, without exception. PARENT also understands and agrees that if the student is required to be enrolled in the Legacy Learning Center, that any removal or dismissal of the STUDENT from the Legacy Learning Center program for any reason will also result in a removal and/or dismissal of the STUDENT from LCA.
20. I (we) agree to cooperate with the LCA administration in using my (our) best efforts at all times in seeing that the STUDENT regularly attends classes on time and has timely transportation from the LCA premises at the close of the school day; in assisting the STUDENT to learn and advance in the educational process; in solving school-related problems; and in aiding the teachers in providing the STUDENT with a Christian education and in all ways assisting the STUDENT in building his or her relationship with God and living by biblical principles.
21. Failure to fulfill the terms of the Continuous Enrollment Agreement, including but not limited to making the payments required hereby, will constitute default, and all tuition and fees shall become immediately due and payable at the option of Legacy Christian Academy. Costs of any kind incurred by Legacy Christian Academy in connection with the collection of monies due will be the responsibility of the PARENT, including attorney's fees.

MEDICAL AUTHORIZATION & RELEASE

22. If, in the opinion of a properly licensed and participating physician, the STUDENT needs medical or surgical services which require my consent before being supplied, and I (we) cannot be reached, I (we) hereby authorize, appoint and empower the headmaster, principal, or his/her designee, to furnish on my behalf such written or oral authorization as may be so required. Further, I (we) release the headmaster, principal, his/her designee and LCA from any liability that might arise from the giving of such authorization, it being my desire that my child be furnished with such medical or surgical services as soon as possible after the need arises.

23. PARENT agrees that he/she is financially responsible for medical treatment of the STUDENT on or off campus. Legacy Christian Academy does not insure students for injury or accident on or off campus. Medical treatment will be obtained in an emergency situation.
24. Students participating in athletics must provide proof of insurance and must have a current athletic physical on file in the Athletic Office.
25. STUDENT will not be permitted to attend class unless the STUDENT is up to date on immunizations and current health records are on file in the Nursing Clinic.
26. PARENT also hereby authorizes the School to supply medical care as needed for the STUDENT (including administration of allergy medications, Epi-Pens, etc., according to the STUDENT'S prescription from a licensed practitioner) or other minor medical care as determined to be appropriate by LCA Administration. The PARENT also authorizes the School's student guidance counselor to meet and counsel with STUDENT regarding emotional, social, or family circumstances. PARENT hereby agrees to release, indemnify and hold the School harmless from any liability which might arise from the provision of any medical care or counseling services.

RELEASE OF LIABILITY & AUTHORIZATIONS

27. **RELEASE AND INDEMNITY AGREEMENT.** In consideration of the STUDENT being allowed to enroll and participate in any and all LCA field trips, LCA-sponsored school functions, and/or LCA athletic events (collectively the "EVENTS"), as well as the STUDENT'S regular attendance at school, and to the full extent allowed by law, I (WE) HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS LCA, its officers, directors, Board members, administrators, faculty, staff, agents, employees, volunteers and invitees, together with all persons, including parents of other children or volunteers assisting with any phase of such enrollment and/or activity or EVENTS (collectively referred to as "Releasees") (but not including third-party vendors and service providers, such as paid, certified carriers), FROM ANY AND ALL CLAIMS, SUITS, LOSSES, DAMAGES, CAUSES OF ACTION OR OTHER LIABILITIES by reason of any accident, injury, or death suffered by the STUDENT or the PARENT OR OTHER FAMILY MEMBER, or damage to the STUDENT'S or my (our) property, which may arise in connection with the STUDENT'S presence on LCA's campus, enrollment and/or participation in any of the LCA activities, including regular attendance at school and all EVENTS, and any of the authorizations described above, whether occurring on or off LCA premises, and whether or not caused by any defect of LCA premises or other condition known or unknown to LCA, and regardless of any obligation under the law of premises owners to inspect, prevent or warn about any such conditions. SUCH RELEASE AND INDEMNITY APPLY WITHOUT REGARD TO WHETHER OR NOT SUCH ACCIDENT OR INJURY WAS CAUSED BY OR ALLEGED TO BE CAUSED BY THE NEGLIGENCE OF LCA OR ANY RELEASEE. I RECOGNIZE, UNDERSTAND, AND ACKNOWLEDGE THAT THE ACTIVITIES IN WHICH THE STUDENT WILL OR MAY PARTICIPATE INVOLVE RISKS, INCLUDING BODILY INJURY OR EVEN DEATH, BUT I AM NEVERTHELESS VOLUNTARILY AND KNOWINGLY CONSENTING TO MY STUDENT'S PARTICIPATION IN THOSE ACTIVITIES AND ARE FULLY RELEASING LCA FROM ANY AND ALL CLAIMS FOR SUCH INJURY OR DEATH.
28. PARENT further agrees that, in addition to the required fees, as part of the consideration for enrollment with LCA, PARENT will unconditionally release, defend, and hold harmless Releasees from any and all claims, demands, or causes of action of any sort arising out of LCA's teaching, discipline, communication, correction and instruction administered to STUDENT and in any way connected to STUDENT'S attendance and participation at LCA, including any claims for negligence or gross negligence, or cause of action related to any recommendations related to the child's educational plan, placement with any teacher, class, or program, including but not limited to the decision to retain and not promote STUDENT to the next grade level for any reason whatsoever, for LCA's election to withhold grades, testing results, transcripts, report cards, etc. per the terms herein, or for the production of information provided by LCA to either PARENT or any third party including another school or college. This release is expressly intended to release LCA and RELEASEES with respect to any and all educational decisions and actions made by LCA in connection with and directed toward STUDENT.
29. I (we) hereby authorize LCA, and their representatives, and assigns, the irrevocable and unrestricted right to use and publish video and/or photographs of me/us, any family member, or the STUDENT, which may be included in any editorial, trade, advertising or other medium at the sole discretion of LCA without restriction, limitation or prior consent. I (we) understand and acknowledge that these video or photographic images may be published on the internet or elsewhere including print or electronic media, and this release covers any and all claims, demands, and causes of action or other matters associated with the publication of any of our images anywhere and in any medium.

If a parent wishes not to have their child's image used by LCA for marketing purposes, PARENT shall contact the office of the Headmaster to receive a waiver. It is the sole responsibility and burden of PARENT to provide written and not electronic notification to LCA of such objection, within 14 days after the execution of this Agreement. Failure to provide such written objection shall operate to waive any and all future claims by PARENT or STUDENT under this paragraph.

30. Parent authorizes the School to place family information, including name(s), home address(es), email address(es), and telephone numbers of PARENT, STUDENT, and other children in attendance at the School, in a directory of students to be distributed to School families. PARENT acknowledges that this directory is not to be used for commercial use and PARENT shall not distribute to any person or entity other than another School family.

MISCELLANEOUS TERMS

31. If STUDENT is transferring from another school, it is solely the PARENT'S responsibility to ensure that the transferring school promptly provides the School with an official transcript. PARENT understands that STUDENT will not be eligible to participate in any competitive athletics until such transcript is received by LCA. Moreover, PARENT expressly understands that failure to comply with this provision may result in STUDENT'S dismissal from School or impairment of the college counseling process.
32. This Agreement is conditioned upon the STUDENT successfully completing the 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 STUDENT has not met this requirement, the School has the right to unilaterally cancel this Agreement.
33. PARENT consents and holds the School harmless for the release of STUDENT'S records and information upon request by another educational institution or law enforcement agency. PARENT also expressly and unconditionally releases and holds the School harmless from any liability stemming from the use, disclosure or release of STUDENT'S records or information to any third party, such release and indemnity by PARENT being in accordance with paragraphs 26 and 27 herein.
34. The School continually strives to ensure 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. Prior to relying on any written materials in making your decision to enroll STUDENT in the School, PARENT should verify the accuracy of information with the Admissions Office. Please also understand that even if the information was accurate at the time that you enrolled STUDENT, the information may change prior to commencement of classes or during attendance at the School. Please also note that only the Headmaster (or his/her designee) has the authority to make commitments regarding the nature of the program, specific arrangements for STUDENT, or other changes from the School's regular curriculum.
35. PARENT further understands that my (our) STUDENT will be using the facilities of LCA and facilities owned and operated by third parties. I further understand that my (our) STUDENT may be transported in equipment owned, leased, or rented by LCA, and that third parties may operate such equipment. PARENT further understands that I (we) am (are) financially responsible for any damage to public or private property caused in whole or in part by my (our) STUDENT.
36. The School's duties and obligations under this Agreement shall be suspended immediately without notice during all periods that the School is closed because of force majeure events including, but not limited to, any fire, act of God, storm, weather or other natural event, war, governmental action, act or threat of terrorism, epidemic, pandemic or any other event beyond the School's control, including events which, in the sole discretion of LCA, would endanger or threaten the health, welfare or safety of any student or faculty member. If such an event occurs, the School's duties and obligations in this Agreement will be postponed and in all things abated until such time as the School, in its sole discretion, may safely reopen. In the event that the School cannot reopen due to an event under this clause, the School is under no obligation to refund any portion of the tuition paid.
37. I acknowledge that in making a decision to offer a place to my (our) STUDENT, LCA has relied on information provided on the Application for Admission. LCA reserves the right to terminate this Agreement at any time if it learns that information provided on the Application for Admission is false, incomplete, factually incorrect, dishonestly presented, or that substantive information has been omitted.
38. If custodial or possession orders are in place for my STUDENT, I agree to provide LCA with complete, certified copies of such orders, signed by the Court. LCA will not accept or comply with partial, uncertified or unsigned copies of Court Orders.

39. PARENT understands and agrees that the School's primary purpose is to provide educational opportunities to the students within its institution. PARENT also understands that it is disruptive to the School for a PARENT to involve the School (or any of its employees) in domestic legal disputes between the PARENTS and that the School often must pay for legal fees and costs associated with such issues. **Therefore, PARENT agrees to promptly reimburse the School for all expenditures incurred by the School as a result of PARENT'S actions or seeking to involve School in any domestic or other legal disputes, including, but not limited to: parental disagreements about STUDENT'S education, placement or retention; divorce proceedings; custody proceedings; and/or modifications of custody proceedings. Costs incurred for which PARENT shall, upon written demand, reimburse School may involve, but are not limited to, reasonable attorneys' fees/costs to prepare for and/or attend depositions, trials, or hearings; expert witness fees; communication with PARENT or PARENT'S counsel, guardians ad litem or attorneys ad litem; respond to subpoenas; draft letters or motions; assemble or provide documentation in discovery; performing research; copying documents, providing records, engaging substitute teachers or temporary employees, computerized research, and travel expense.** PARENT agrees to reimburse the School for such fees/costs within thirty (30) days of the School billing PARENT for such expenses. Any dispute between the PARENTS regarding which PARENT may owe which portion of the bill should be resolved between the PARENTS so that the bills for reimbursement to the School can be paid on a timely basis. PARENT'S failure to pay such fees/costs promptly will result in dismissal of the STUDENT from the School. PARENT shall be responsible for any of School's costs incurred in enforcing and recovering such costs, including reasonable attorney's fees. Further, all policies regarding PARENT'S obligations with respect to payment of tuition and fees herein shall apply equally to PARENT'S obligation for reimbursement of costs under this provision.
40. This Agreement shall be interpreted in accordance with the laws of the State of Texas and mandatory and exclusive venue for any action brought to enforce or interpret this Agreement shall be brought in state district court in Collin County, Texas, and PARENT expressly waives any argument of inconvenient forum or improper venue.
41. The terms and provisions herein have been entered into voluntarily and with PARENT'S full knowledge of all of the obligations of PARENT and STUDENT, and all of the terms shall be given their plain meaning and nothing herein shall be interpreted or construed more strictly against either party hereto.
42. Any waiver or decision by School not to enforce any of its rights or authority herein shall not act as a waiver of any other right under any other provision, or on any other occasion, and the entirety of the agreement shall remain in full force and effect.
43. Each party represents and warrants to the other (1) that it has full power to enter into and perform its obligations under this Agreement; and (2) that this Agreement constitutes its legal, valid, and binding obligation, enforceable in accordance with its terms. Parents in two-parent households agree that each is acting as agent for the other. Any modification of this agency relationship shall be in writing (not electronic) and delivered to the School. No oral modifications will be recognized or accepted.
44. I (we) agree and acknowledge that, as of the date stated herein below, this Continuous Enrollment Agreement is the only agreement or contract with LCA. This agreement is intended to be an integrated writing and any prior oral or written agreements between the parties are merged into this agreement and extinguished. No custom or course of dealing between the parties shall in any way vary or alter the terms and conditions of this agreement. There have been no representations or warranties made by any party other than the representations and warranties contained herein. PARENT is not relying on any agreements, past policies or actions, warranties, promises or representations of any kind outside of the terms of this Agreement in entering into same. Any other subsequent or additional agreements or modifications must be in writing and signed by both parties.
45. PARENT fully understands and acknowledges that it has the right to enter or reject this Agreement, and that upon execution and signing below, PARENT understands all of its obligations and intends to be fully and legally bound by all of the terms of this Agreement.

BEFORE SIGNING THE CONTINUOUS ENROLLMENT AGREEMENT

1. I (we) have read the Continuous Enrollment Agreement, understand its terms, and commit to strictly adhere to all the terms contained within without exception, and if any child of mine attended LCA previously, I acknowledge this agreement has new and different terms from prior enrollment agreements.
2. I (we) understand that in cases of withdrawal, I will be released from my tuition obligations only in accordance with the terms contained herein, and that there are no exceptions to these terms.
3. I (we) understand and agree to the tuition and fee schedule.
4. I (we) agree to provide my STUDENT in grades 9-12 with a computer per LCA published specifications.
5. I (we) agree not to use the school directory to solicit business.
6. I (we) agree to support the standards of the school in every area of its philosophy and policies including academic, behavioral, biblical, spiritual, dress, moral and discipline.
7. I (we) agree to assume the responsibility of my child's care by being an encourager and keeping in regular contact with my child's teacher, and assisting my child in spiritual growth in accordance with biblical principles.
8. If legal action is required to collect monies due, the undersigned will be responsible to pay reasonable attorney fees incurred by LCA in collection of same or enforcement of any terms herein or any judgment.
9. I (we) understand that I (we) may not make any changes or modifications to this Agreement without the written approval of the School. Any such changes or modifications to the Agreement, without written approval of the School, will make this Agreement null and void and could affect the enrollment of the STUDENT.

PLEASE CHOOSE ONE PAYMENT OPTION BY INITIALING THE APPROPRIATE BOX.

OPTION 1
Pay in full.

OPTION 2
Payment by Installment through FACTS Tuition Management Company. If a FACTS account is not already established, please indicate who should receive the FACTS information to establish an account:

Name: _____ Address: _____

Email: _____ City, State: _____

Telephone # : _____ Zip: _____

*****BOTH PARENTS/LEGAL GUARDIANS MUST EACH EXECUTE THIS AGREEMENT PRIOR TO ENROLLMENT**

Signature of Father (or legal guardian)

Date

Signature of Mother (or legal guardian)

Date