

CONTINUOUS ENROLLMENT CONTRACT

This CONTINUOUS ENROLLMENT CONTRACT ("Contract") is made by and between Dayspring Christian Academy (the "School"), and the parent(s) or legal guardian(s) (individually and collectively, the "Parent(s)") of each student enrolled at Dayspring Christian Academy ("Student").

TERM

The Parent(s) understand and agree that an intent of this Contract is to provide for a continuing academic enrollment and relationship until Student graduates from the School or the contract is terminated, whichever first occurs. Accordingly, the initial term of this Contract shall be for the **2024-2025** school year, which is expected to begin on or about August 12, 2024, and end on or about May 22, 2025, after which it shall renew automatically for successive one-year school periods until graduation or termination occurs. This continuous enrollment agreement applies to students currently in grades 1-11, enrolling in grades 2-12. In exchange, the School agrees to provide a class placement to each Student who is the subject of the Continuous Enrollment Agreement.

TERMINATION

This Contract may be terminated by the Parent(s) as to any subsequent school year by submitting the official DCA Statement of Withdrawal (which may be obtained from the DCA office) to the school office on or before February 1 of the current school year. For purposes of explanation, if Student will not be returning to the School during the following school year, the School must receive the official written, signed DCA Statement of Withdrawal from the Parent(s) about that decision on or before February 1 of the then-current school year. The School shall provide information regarding the subsequent school year's tuition amount to the Parent(s) at least 30 days in advance of such February 1. As long as timely notice is given on or before February 1 of the intent to terminate enrollment, no further annual enrollment fee, student fees, or tuition will be owed for the next school year. Additionally, after receiving such notice, the School will have the right to offer the student's spot to another student.

In accordance with this policy, a withdrawal that occurs after February 1 shall result in the Parent(s) being obligated to pay the annual enrollment fee, student fee amount, and 3 months (August, September, October) tuition for the subsequent school year. Exceptions may be made for loss of job, relocation, or other similar reason, and the process for requesting such an exception will require an application and approval from the Executive Director. Regardless of the reason for withdrawal, if the withdrawal occurs after February 1, Parent(s) will be responsible for the annual enrollment fee and all student fees that are owed.

ACKNOWLEDGEMENTS

The Parent(s) will read and comply with the rules and regulations of the School as outlined in the DCA Parent/Student Handbook, as may be amended from time to time at the sole discretion of the School.

The School reserves the right to suspend or dismiss any student who has a conduct record judged to be unsatisfactory by the Executive Director. The School requires each student to make measurable and acceptable academic progress toward the requirements for promotion and graduation. In the event Student fails to make demonstrable academic progress, or the school, in its sole judgment, determines that the School is unable to meet the academic, physical, or social/emotional needs of the student, the school reserves the right to dismiss student or to withhold the offering of an enrollment contract for the following academic year. In the event a student is dismissed from the School, the School shall not be liable for claims

or for any costs or expenses incurred as a result. In such cases, the school will waive the financial obligation to pay 3 months tuition and the student fees.

DELINQUENT ACCOUNTS

A Parent(s) account is considered delinquent if not paid within 10 business days of the due date. A late payment fee of \$25 will be charged on a delinquent account. Any account 90 days past due will be forwarded to the Executive Director for recommendation of discontinuation of school services to the family and referral of the account to a collection agency. This includes loss of the student's spot in the class, which may be offered to a new student from the priority admission list. Grades and/or transcripts will not be released until all unpaid tuition and fees are received. Furthermore, certain fees may be added to the Parent(s) account for such items as library books, Chromebook, textbook charges, field trips and/or other educational opportunities, or athletic fees/uniforms. The Parent(s) also understand that in the case of a split family, the School will not recognize fractional tuition responsibility; all legal guardians or custodians of Student are jointly and equally responsible for all tuition and any other fees due to the School. Additionally, the Parent(s) agree to pay reasonable attorney fees and costs associated with any action to enforce this Contract.

The School reserves the right, within its sole discretion, to refuse the admission of an applicant or to discontinue enrollment of a student if the atmosphere or conduct within a particular home or the activities of the student are counter to or are in opposition to the Biblical lifestyle the school teaches.

By signing below, the Parent(s) agree to be bound by the terms and conditions expressed herein effective as of the date physically or electronically signed; The Parent(s) further understands that staffing commitments have been made upon the Parent(s) representation that the Student is expected to be enrolled at DCA for the full year. As a consequence of terminating earlier than set forth in this agreement, the obligation to pay at least three months of tuition is unconditional. No portion of such charges, whether paid or outstanding, will be refunded or canceled notwithstanding the subsequent absence, dismissal, or withdrawal of Student from the School before the end of the full Academic Year. Exceptions to this rule such as relocation or loss of job may be approved with an appeal to the Executive Director.