

HILLCREST CHRISTIAN SCHOOL
PARENTAL CONTRACT
2011-12 School Year

Student's Name _____ Grade _____
Student's Name _____ Grade _____
Student's Name _____ Grade _____

The following contract between Hillcrest Christian School and _____ hereby states:
(Parent's/Guardian's Names)

1. I/We understand that enrollment and re-enrollment at Hillcrest Christian School is by invitation only. Strict adherence to the Parent-Student Handbook is required for continued enrollment. Current enrollment and attendance at Hillcrest Christian School does not guarantee or create a right of re-enrollment for subsequent school years.
2. I/We understand that Hillcrest Christian School requires its students to comply with conduct standards as set forth in the Parent-Student Handbook. I/we agree that we will do our utmost to encourage and support my/our child to adhere to these standards and will provide the family support as required by the Family Support and Cooperation Policy set forth in the Parent-Student Handbook.
3. I/We will faithfully support the school through prayer and positive attitude and share any complaints, questions or negative comments with only those involved (Administration or Faculty) and not around my/our child(ren) or other parents.
4. I/We understand the general philosophy of education, and agree with the purpose and intent of Hillcrest Christian School.
5. I/We agree with the standards of conduct and discipline and grant authority to the teacher and administration to discipline my/our child(ren) when necessary. I/We understand that profanity, obscenity, immorality, dishonor to the Holy Trinity and the Word of God, disrespect to the personnel of the school, or continued disobedience to the established policies of the school are not tolerated by Hillcrest Christian School.
6. I/We will support the school by my/our involvement at school-sponsored meetings and activities, including parent/teacher/administration conferences.
7. I/We understand that my/our failure to report psychiatric counseling, any prescribed program of medication, or involvement with law or juvenile authorities may be cause for immediate disenrollment.
8. I/We will uphold the spiritual emphasis of Hillcrest Christian School by allowing our child(ren) to attend chapel services on campus and to receive Bible class instruction.
9. I/We agree to cooperate and support the school and its ministry with a positive attitude. All grievances, complaints, or comments will be made only for constructive purposes and in all cases will be made first directly to the teacher, administrator, or person involved and, in no case, repeated to others. I/We further agree to follow the Matthew 18 principles for resolving all grievances with the school and its staff and to strictly adhere to the Complaints and Criticisms Policy as set forth in the Parent/Student Handbook.
10. I/We agree to uphold and support the academic standards of the school by providing a place at home for my/our child(ren) to study and by giving my/our child(ren) encouragement in the completion of homework and assignments.
11. I/We agree to pick up my/our child(ren), or make arrangements to do so, should any problems arise concerning illness/health-related problems or because of behavior problems.
12. I/We give permission for my/our child(ren) to participate in all school activities and school sponsored field-trips, including permission to be transported to activities.
13. I/We understand and agree to the financial policy as stated on the 2011-2012 Tuition Payment Information sheet, the 2011-2012 Tuition Schedule, and the current Parent/Student Handbook.
14. I/We understand there are financial and administrative charges and assessments which are charged to each student's general account. I/We agree to pay all amounts due on a timely basis and to keep our child(ren)'s general account current.
15. I/We understand there is no supervision for our child(ren) before or after the hours as specified in the current Parent/Student Handbook. We will not allow our child(ren) to be on campus before or after official hours without supervision.
16. I/We further agree that any claim or dispute between us arising from or related to this Parental Contract or otherwise shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the Mediation and Arbitration of Disputes Agreement as set forth in the Parent-Student Handbook and which is reprinted on the back of this document. I/We agree that this Mediation and Arbitration of Disputes Agreement shall provide the sole remedy for any dispute arising between me/us, my/our children, and the school or its employees or agents and do hereby waive, on behalf of myself/ourselves and my/our children, the right to file any legal action against the school or its employees or agents in a civil court or agency, except to enforce an arbitration decision.
17. I/We have discussed the current Parent-Student Handbook with our children and have emphasized the importance of abiding by the policies, rules and provisions contained therein. I/We acknowledge that I/we have been provided with a copy of the current Parent-Student Handbook. I/We have carefully read, understand, and agree to be bound by all of the policies, rules and provisions contained therein. I/We further understand that a new Parent-Student Handbook is issued at the beginning of each new school year. I/We further understand that as a condition to my/our child(ren)'s continued enrollment at the school, I/we are required, within ten (10) school days of my/our receipt thereof, to provide the school with a written acknowledgment, signed by both parents/guardians, that I/we have read and understand the contents thereof and agree to be bound by its provisions. I/We acknowledge that failure to return this written acknowledgment will cause my/our child(ren) to be suspended until received by the school office.

I/We are the parent(s) or legal guardian(s) with the custodial rights of the student(s) listed above and have the legal right to sign this Parental Contract and by my/our signature(s) hereto, agree to these conditions and obligations.

Signature of Father (Guardian) _____ Date _____

Signature of Mother (Guardian) _____ Date _____

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MEDIATION AND ARBITRATION OF DISPUTES

1. HILLCREST CHRISTIAN SCHOOL (the "School") is a Christian institution which believes that the Bible commands individuals to make every effort to live at peace and resolve disputes with one another in private and within the parameters set by the Christian Church (see Matthew 18:15-20; 1 Corinthians 6:1-8). Therefore, the School, and the parents, legal guardians, and legal representatives of its students (hereinafter the parties) agree that except as expressly exempted from these provisions, any and all claims or disputes which would otherwise be the basis for legal or court action, which arise from or are related to the School and its operation, including all aspects of a student's relationship with the School, its administrators, faculty, and staff, shall be settled by biblically based mediation and, if necessary, legally binding arbitration.
2. The parties hereto agree to mediate any dispute or claim as above described arising between them before resorting to arbitration. Mediation is a process by which parties attempt to resolve a dispute or claim by submitting it to an impartial, neutral mediator, who is authorized to facilitate the resolution of the dispute, but who is not empowered to impose a settlement on the parties.
3. The mediation shall be conducted in accordance with the **Rules of Procedure for Christian Conciliation** contained in the booklet **Guidelines for Christian Conciliation** promulgated by the Institute for Christian Conciliation a division of Peacemakers Ministries (or its successor), whose address is P.O. Box 81130, Billings, MT 59108. (406) 256-1583. A copy of the Rules of Procedure are available in the school office or online at www.Peacemaker.net under the Institutes button. The mediation shall be conducted at a location, in the San Fernando Valley, as determined under the Rules. The parties to the dispute may mutually agree to the selection of an alternative method of mediation and/or a mutually acceptable alternative mediator to resolve the dispute.
4. If any party commences an arbitration or court action based on a dispute or claim to which the mediation provision applies without first attempting to resolve the matter through mediation, then in the discretion of the arbitrator(s) or judge, that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such proceeding.
5. The parties hereto agree that any dispute or claim in law or equity arising between them which is not settled through mediation, as above provided, shall be decided by neutral, binding arbitration and not by court action, except as provided by California law for judicial review of arbitration proceedings.
6. The dispute shall be submitted to binding arbitration in accordance with the **Rules of Procedure** promulgated by the Institute for Christian Conciliation, whose address, telephone number, and web address are provided above. In the event the arbitrator or arbitrators selected pursuant to the **Rules of Procedure** above decline to act, either party may submit the dispute to arbitration in accordance with the Rules of Procedure of ADR Services, Inc. (ADR) or Judicial Arbitration and Mediation Services, Inc./ Endispute (JAMS/Endispute). The selection between ADR and JAMS/Endispute shall be made by the claimant first filing for arbitration. The parties to an arbitration may agree in writing to use different rules and/or arbitrator(s). The cost of mediation and/or arbitration shall be governed by the Rules of Procedure. The parties shall have the right to discovery in accordance with Code of Civil Procedure Section 1283.05. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon any arbitration award may be entered in any court having jurisdiction thereof.
7. Exempted from the provisions of these mediation and arbitration provisions is the collection of monies due Hillcrest Christian School for tuition or other charges. Such collections may be enforced directly by legal action. The mediation and arbitration provisions created herein are not intended and do not give parents, guardians, or other legal representatives standing to arbitrate matters arising from the administration and implementation of the School's educational functions. Also exempted from the provisions of this Mediation and Arbitration of Disputes Agreement are any disputes which by law are required to be resolved by a governmental agency or are by law expressly exempted from arbitration.
8. If a dispute or claim involves an alleged injury or damage to which the School's insurance applies, the School's insurer may elect not to submit the dispute or claim to mediation or arbitration as described in this Agreement, in which event unless the parties otherwise agree, this Mediation and Arbitration of Disputes Agreement shall no longer be binding with regard to that part of the dispute or claim to which the School's insurance applies. Except as otherwise provided herein, the parents, legal guardians and legal representatives of their student agree that this Mediation and Arbitration of Disputes Agreement shall provide the sole remedy for any dispute between them, their children, or students, and the School and do hereby waive, on behalf of themselves, their children and students, the right to file any legal action against the School in a civil court or agency, except to enforce an arbitration award.

I/We have read the Mediation and Arbitration of Disputes Agreement printed above and agree to be bound thereby.

Signature of Father (Guardian) _____ Date _____

Signature of Mother (Guardian) _____ Date _____