

Valley Christian Schools Enrollment Contract Provisions

This contract is entered into between Valley Christian Schools (hereinafter referred to as "VCS" or "School") and the parents or guardian ("Parents") of the student(s) listed herein ("Contract"). We hereby expressly agree to and enroll our student(s) under the following terms and conditions:

1. We pledge our fullest cooperation to VCS and its employees and further agree to keep doctrinal controversy and denominationalism out of the school at all times. (Rom. 13:8-12; I Cor. 12:12-14; Eph. 4:1-7). We further understand and agree that VCS is a religious school and, as such, implements religious instruction and religious conduct standards, applicable both on and off campus, as a part of its program.
2. We understand that VCS strongly encourages families to attend a Bible believing church regularly. We understand that VCS is a Christian school and will teach all students about the life and teachings of Jesus Christ and that every student will be challenged to receive Jesus Christ as their personal Lord and Savior. As does the School, we as Parents affirm we will fully support the decisions of our students to accept or not accept the Christian faith as their personal faith, accepting Jesus Christ as personal Savior whether or not we, as Parents are Christians.
3. We agree to effectively communicate any disputes or concerns to the appropriate VCS authority and not to express grievances to other parents or members of the community through personal or public communications or media (Matthew 18; Phil. 2:14). The School seeks to communicate openly and constructively with Parents and Parents agree to review and remain informed by School communications and to receive notice or communications from VCS through the email address of record with the School. Parents are expected to work out disagreements between themselves to minimize School disruptions. The School reserves the right to dismiss any student when, based upon its sole judgment and discretion, a Parent is unable to comply with any of these requirements.
4. We understand and agree that the School requires students to abide by VCS' behavior, religious conduct and lifestyle standards which are in harmony with biblical Christian standards (as determined by VCS), VCS' Philosophy of Christian Education and Statement of Faith, both on and off campus. We hereby invest authority in VCS to discipline our child as necessary. We further agree that we will cooperate and discipline our child in the home as needed. (Prov. 19:18; Eph. 6:1-2; Col. 3:20; Heb. 12:6)
5. A positive and constructive relationship between the School and Parents is essential to VCS' religious and academic mission, Philosophy of Christian Education, Statement of Faith and overall religious, educational objectives (Amos 3:3). We agree if a Student or Parent engages in behavior or communications on or off campus (including School related events) that are disruptive, divisive, intimidating, reflect a loss of confidence in School leadership, interferes with the ability of VCS to carry out or communicate its religious message or mission, or with the School's safety, security, traffic, safety procedures, or accomplishment of its purpose, program or religious standards, VCS reserves the right in its sole discretion to discipline, suspend, or dismiss a student from the School and/or place restrictions on a Parent's or student involvement or activity at School. Likewise, VCS reserves the right to discipline, suspend, or dismiss a student or limit the involvement of any student or Parent if a student or Parent demonstrates a lack of harmony, support or respect for VCS' methods of instruction, academic or conduct standards, Philosophy of Christian Education, Statement of Faith, mission, values, policies, discipline, dress code or an inability to adequately cooperate with VCS or its agents or employees. Parents acknowledge and agree

that their conduct can also jeopardize the enrollment status and/or continued enrollment of their student.

6. We agree to pay the tuition according to arrangements made and to conclude all required payments by May 15 of each school year. We understand we are required to use FACTS if we elect to pay tuition in installments. We agree to abide by the guidelines for payment of tuition as outlined by FACTS. We understand and agree that VCS has the right to dismiss a student from school when an account becomes 30 days past due. In addition, if VCS receives an insufficient funds notice from FACTS (three times for any reason) during the school year, including but not limited to the following: stop payment, closed account, insufficient funds, or inactive hold, the account must be paid in full, or the student will be required to withdraw and/or dismissed from school within 10 schooldays.
7. We understand that assessments or charges will be made to our account and we are responsible to pay to cover damage to VCS property caused by our child(ren)/student(s) (including, but not limited to, breakage of windows, equipment, abuse or loss of school property, etc.) and for parking violations/citations issued by VCS. We also understand and agree that certain activities may involve additional fees. We agree to promptly pay any such assessment, charge, or fee when invoiced or issued.
8. We understand and agree that in the event of early withdrawal or dismissal from VCS, for any reason, after May 31 of the current year, tuition already paid will not be refunded and is still payable for the entire semester (or trimester for the elementary school).
9. We understand and agree, to the fullest extent permissible under the law, that no grades or transcripts will be released or forwarded to another institution unless a student's tuition account and all other fees or charges are current, and expressly waive any rights we may have in this regard under any state education code, law or regulation, with respect to ourselves and/or our child(ren)
10. We understand and agree that a student will not take final exams at the end of the first or second semester if the tuition account is not current or any other fees, expenses, charges or assessments remain outstanding until such time as all such amounts are paid to VCS and the account is current.
11. We understand that VCS has subscribed to a credit reporting organization and authorize VCS to obtain a credit report or other credit information regarding Parent(s) and/or persons responsible for paying tuition. We agree that VCS, at its option, may determine the credit worthiness of the individuals responsible for paying tuition. If a negative credit report should disqualify the acceptance of the family, the enrollment fee will be refunded. VCS will also report any accounts which remain delinquent.
12. The School's duties and obligations under this Contract may be suspended indefinitely without notice during all periods in which VCS is closed due to any force majeure events, including, but not limited to, any earthquake, fire, flooding, act of God, war, governmental action, act of terrorism, epidemic, pandemic, state of emergency, or any other event beyond the School's control. The School has developed a contingency instruction plan to deliver remote instruction as soon as is reasonably practicable and safe under the circumstances. If such a force majeure event occurs, the Schools' duties and obligations in this Contract may be postponed for a period of time until the School can deliver its contingency course instruction or until such time as the School, in its sole discretion may safely reopen. In the event the School is closed for a period of time or must deliver course work remotely due to an event under this clause, Parent agrees the School remains entitled to all tuition owed under this Contract and is under no obligation to cancel, waive, or refund any portion of tuition that is owed or paid to VCS.
13. We consent to and authorize VCS (and its affiliates, including the Quest Institute for Quality Education) to use photographs, images, likenesses, or video or audio recordings of our child(ren)/student(s) in publications, promotional materials, brochures, books, films, productions, and in other media, including, but not limited to, on websites, social media, films, or productions displayed on VCS or its affiliates' or

licensees websites or through other third party persons, entities or distribution channels without compensation or notice to Parent or our child(ren)/student(s). We further agree VCS (and its affiliates or their licensees) have the right to edit these in their discretion and that VCS (and its affiliates) may sell, license, or otherwise transfer to another third party these rights or make any of these available through third-party distribution channels, without compensation or notice to Parent or our child(ren)/student(s).

14. We understand that during the course of the school year, opportunities exist for students to choose to participate in athletic events or teams and also several on-campus activities occur that involve students voluntarily participating in events that include or may require some physical activity. These events include, but are not limited to, physical education classes, participation on athletic teams, activities during Rally Week, Spirit Week, and Homecoming week. We agree that to our knowledge our child does not have any conditions that would prevent any involvement in such activities. In entering this Contract, we are consenting to and providing permission for our child(ren) to participate in such activities knowing that these involve physical activity. This consent and permission remains effective until specifically revoked, in writing to your student's campus principal. We further agree, in entering this Contract, to the fullest extent permissible, to defend, indemnify, and hold VCS, its agents and employees, harmless from any claims, expenses, or losses, including attorney's fees, relating to the permission provided herein or associated with any injury incurred during said on-campus events. It is understood by Parents that students may try out for such activities such as sports, cheer, theater, and many other activities but that not all students can be selected for the number of limited spaces available which will be determined solely at the discretion of the coach or educators involved. We understand and agree to pay fees in addition to tuition for Student's participation with certain courses, activities and co-curricular programs.
15. We also understand that VCS's program includes periodic field trips and other off-campus activities which involve transportation of children off campus. VCS may provide notice to Parents of any off-campus activities through email to the email address of record for Parents and/or through VCS' parent portal. Parents grant permission for their child(ren) to be transported off-campus and to participate in such field trips or other off-campus activities, unless Parents specifically objects to a student's participation at least 48 hours in advance, in writing directed to the campus principal and staff member or educator in charge of the field-trip or activity.
16. We agree that to the fullest extent permitted by law, the maximum liability of VCS to us for any claims under any breach of contract theory, including, but not limited to, any claims of breach of contract or breach of an alleged warranty, arising under this agreement or relating to this Contract or our child(ren)s enrollment at VCS shall not exceed the total amount of tuition and mandatory fees to be charged under this Contract.
17. We understand and agree that enrollment and/or continued enrollment is conditioned upon both Student and Parents' compliance with all current or future policies, rules, applicable conduct standards, procedures, health and safety guidelines, and regulations of VCS as outlined in the Student and Parent Handbooks, notices, or other communications, as well as support for the School's discipline, religious standards, religious instruction, Philosophy of Christian Education, and Statement of Faith as they currently exist or may be amended by VCS, in its sole discretion. Parents agree they have been provided a sufficient opportunity to read and review these documents as they currently exist prior to entering this Contract. The Student/Parent Handbooks, Philosophy of Christian Education, and Statement of Faith are available for examination upon request in the school office and on the VCS website (www.vcs.net).
18. We agree to cooperate with VCS to minimize the traffic impact on the surrounding neighborhoods as well as ensuring the safety of all students on the campus and agree to abide by the traffic requirements below. These are conditions that have been agreed to with the City of San Jose, as a part of Valley Christian School's current traffic allowances. Therefore, Parents and students agree to adhere to the following rules:

- Students are not allowed to park in surrounding neighborhoods on any public street
- Parents are not allowed to drop their students off or pick them up on any public street surrounding the school
- All off-campus drop-offs and pick-ups are to be made at either the Fehren lot located ¾ mile north of the campus on Monterey Road or the Ford drop off location (mornings only) located just south of the campus on Monterey Road. Security is provided for the continuous morning and afternoon Fehren Park and Ride shuttles only. More information on transportation can be found on the VCS website at (www.vcs.net).
- All campus drop-offs and pick-ups are only to be made in approved designated areas. These are located in front of the football stadium and soccerfield
- Pick-ups and drop-offs are NOT ALLOWED in the visitor or staff lots during peak traffic periods. These lots are reserved for bona-fide school business visitors only
- The sole entry to the School is on Skyway Drive. Any other entry to the School is prohibited
- Violation of these parking, traffic, drop off and pick up policies may result in disciplinary action up to and including withdrawal of the student from the school

We must ensure that our covenants with the city are taken seriously in order to be good neighbors and maintain our traffic allowances. Your cooperation is required as a matter of continued enrollment and appreciated.

19. We agree that a student, in addition to other applicable requirements, must also complete the current VCS academic year in good standing, both academically and behaviorally to retain any placement or continued enrollment at VCS. We also agree that the School may elect to deny re-enrollment or discontinue the enrollment of a student for any reason it deems justified or to be in the best interest of the School regardless of the student's academic or behavioral performance.
20. We further understand and agree that it is disruptive and requires the School to incur additional costs for a Parent to involve the School (or any of its employees) in personal legal disputes or inter-parental disagreements. Accordingly, we agree to reimburse the School for the added costs associated with the Parents' personal legal disputes or inter-parental disagreements, which include, but are not limited to: Parent or child claims against a 3rd party, divorce or custody proceedings, or modifications thereto, inter-parental disagreements regarding a Student's placement, education, discipline, educational meetings, and transportation. Costs to be reimbursed include, but are not limited to: fees/costs of VCS employees time to prepare for and attend duplicative meetings necessitated by the Parents, depositions, court proceedings, costs for identifying and preparing subpoenaed documents, postage or expedited delivery charges, travel costs, time for communications with Parent's or Student's counsel (or guardian ad litem), and VCS' attorney's fees and costs. Disputes between any Parents regarding which Parent may owe which portion should be resolved among the Parents. Failure to timely pay such fees/costs can result in dismissal from the School. The minimum hourly fee for staff time spent on such matters shall be \$125.00 per hour and \$350.00 per hour for any School administrator or higher personnel exceeding a total of three hours for any student and siblings. Reimbursement for outside attorney's fees and costs will be in accordance with the School's actual expenses incurred for such legal services.
21. Mediation and Binding Arbitration - The parties to this agreement accept the Bible's command to make every effort to live at peace and to resolve disputes with each other in private or within the Christian community in conformity with the biblical injunctions of I Cor. 6:1-8, Matt. 5:23-24, and Matt. 18:15-20. Therefore, the parties agree that any claim or dispute arising out of or related to this agreement or to any aspect of the School relationship, including any contract, tort, or statutory claims, shall be settled by biblically-based mediation, first through the organizational chain of command with the President or Superintendent of VCS and, if still unresolved and unsuccessful, then through the use of an outside mediator. If resolution of the dispute and reconciliation do not result from such efforts, the matter shall then be submitted to a single neutral arbitrator for binding arbitration. The arbitration process shall be conducted in accordance with the Rules of Procedure for Christian Conciliation ("Rules") of the "Institute

for Christian Conciliation" ("ICC") as printed in the Guidelines for Christian Conciliation (a reference copy of the Guideline for Christian Conciliation is available in each school office), except to the extent that any such Rules are inconsistent with state law, in which case such state law shall control. Consistent with these "Rules," each party to the agreement shall agree to the selection of the arbitrator. The parties agree that if there is an impasse in the selection of either the mediator or arbitrator, the Institute for Conciliation a division of Peacemaker Ministries of Billings, Montana [(406) 256- 1583], shall be asked to provide the name of a qualified person who will serve in that capacity. The parties acknowledge that the resolving of conflicts requires time and financial resources. In an effort to fully encourage and implement a biblically faithful process VCS agrees to pay all fees and expenses, which may be required by the mediator, case administrator and/or arbitrator related to such proceeding. The parties agree they will endeavor to exchange information with each other and present the same at any mediation or arbitration pursuant to the ICC Rules of Procedure with the intent to minimize costs and delays to the parties. They will seek to cooperate with one another and may request the mediator, case administrator and/or arbitrator to direct and guide the preparation process, to the extent permissible under the law, so as to reasonably limit the amount of fact-finding, investigation, and discovery by the parties to that which is reasonably necessary for the parties to understand each other's issues and positions, and to prepare the matter for submission to the mediator and/or arbitrator to inform the mediator and/or arbitrator. The parties agree that these methods shall be the sole remedy for any controversy or claim arising out of the school relationship or this Contract and expressly waive their right to file a lawsuit against one another in any civil court for such disputes, except to enforce a legally binding arbitration decision. The arbitration decision shall be based on applicable law. The arbitration shall take place in Santa Clara County, CA. The arbitrator shall issue a written opinion within a reasonable time. The parties acknowledge that by waiving their legal rights to file a lawsuit to resolve any dispute between them, they are not waiving their right to employ legal counsel at their own expense to assist them in any phase of the process.

22. We understand that the VCS logos and phrases such as "Quest for Excellence"® and "Excellence brings Influence"® are trademarked items and are the sole property of the School. No use of any logo or other trademarked or protected material for the School may be used without express written consent of the School.
23. Parents agree and warrant that: (1) he/she has the legal capacity and legal authority to enter into and perform the obligations under this Contract; (2) that sufficient consideration exists to support this Contract and further that this Contract constitutes a legal, valid, binding obligation enforceable in accordance with its terms; and (3) this Contract creates a binding financial obligation. In a two-parent household, each Parent agrees that the other parent is acting as the agent for the other. Modification of this agency shall only be in writing delivered to the office of the Chief Operating Officer.
24. This Contract sets forth the entire understanding of the parties hereto relating to the subject matter hereof and merges and supersedes all prior or contemporaneous oral or other understandings between the parties. There have been no representations or warranties, either express or implied, made by any party other than the representations set forth herein.
25. The paragraphs in this agreement are severable and if any paragraph, or portion of any paragraph, shall be found to be invalid or unenforceable, that shall not limit or impair the validity of the other paragraphs, or remaining portions thereof in this Contract which shall remain valid.

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