

CONTRACTUAL AGREEMENT WITH MIAMI CHRISTIAN SCHOOL

Parent/Student Handbook 2008-09

After you have finished reading the Parent/Student Handbook either on www.miamichristian.org or by requesting a hardcopy from Jean Joinville at MCS, please sign below indicating that you agree to abide by the policies outlined in the handbook. In addition, please initial where appropriate, indicating your understanding and/or agreement.

ALL PARENTS/GUARDIANS

_____ I understand that MCS reserves the right to amend this handbook at any time during this school year. Notification will be made to the parents through flyers or internet (Edline).

_____ I understand all accounts must be paid in full (involving any area of the school) before the following can occur for my child: release of any and all records, such as, report cards and transcripts, administration of semester exams, and receiving a diploma for 8th grade or senior graduation.

_____ I understand the tardy policy as stated in this handbook.

_____ I understand the dress standards and dress code as stated in this handbook and agree to support the administration in enforcing it.

_____ I understand that if my tuition account is more than 30 days past due my child will be placed on financial suspension until such time as the account is current.

_____ If a student remains on campus (1) after practices as an athlete, (2) after games as an athlete, or (3) after games as a spectator, he/she must be picked up within 1/2 hour of the end of the game or practice. After that time, the coach in charge will remain with the student to insure his/her safety, but there will be a charge of \$25.00 for the first 15 minutes and \$10.00 for each 1/2-hour or any portion thereof. This will be added to the monthly statement by the bookkeeping office. Should late pick-up become a habit, the student will be removed from the team.

_____ I understand that my assistance with school fund-raising efforts is needed and expected. I will do my best to provide assistance, when requested.

_____ I understand that certain behaviors are expressly prohibited by the Bible: dishonesty in all forms, impurity in speech, sexual impurity, and substance abuse. MCS expects that students will avoid these behaviors.

_____ I understand and agree to abide by the rules regarding the use of computers at MCS and understand that my student will have access to the internet.

_____ I understand that my child's picture will be on the MCS website, in the school yearbook and any other school publications and newspapers.

The parties to this agreement agree to abide by the Christian principle of the Biblical commands to make every effort to live at peace and resolve disputes with each other in private or within the Christian church (see Matthew 18:15-20; I Corinthians 6:1-8). Therefore, the parties agree that any claim or dispute arising from or related to this agreement, including those based on statute, shall be settled by biblically based mediation and, if necessary, legally binding arbitration in accordance with the *Rules of Procedure for Christian Conciliation* of the Institute for Christian Conciliation. Judgment upon an arbitration award may be entered in any court otherwise having jurisdiction. **THE PARTIES UNDERSTAND THAT THESE METHODS SHALL BE THE SOLE REMEDY FOR ANY CONTROVERSY OR CLAIM ARISING OUT OF THIS AGREEMENT OR RELATING IN ANY WAY TO THE STUDENT'S OR PARENTS' INVOLVEMENT WITH THE SCHOOL AND EXPRESSLY WAIVE THEIR RIGHT TO FILE A LAWSUIT IN ANY CIVIL COURT AGAINST ONE ANOTHER FOR SUCH DISPUTES, EXCEPT TO ENFORCE AN ARBITRATION DECISION.** The parties further agree that the venue for any such conciliation or arbitration shall be in Miami-Dade County, Florida.

GRADES 4-8 ONLY

_____ I understand that grades 4-8 attend a Merit Trip each nine weeks. In order to attend the student must earn a certain amount of plusses in each nine-week period. If my child does not earn these plusses and must stay behind to do work, then I will support MCS in this Merit System as stated in the handbook, without excuses for my child.

GRADES 9-12 ONLY:

_____ I understand the policy regarding high school graduation as stated in this handbook and that a cumulative 2.0 GPA is required for graduation in the state of Florida.

_____ I give my permission for my student to leave campus in his/her own car during the weeks of semester exams when he/she is not scheduled for an exam. I understand that I am responsible for my student's transportation and safety during the times when he/she is not involved in an exam.

or

_____ I will make provision for my student's transportation so that he/she will not be on campus when not taking exams. I understand that I am responsible for my student's transportation and safety during the time he/she is not involved in an exam.

Grades 9-12 and Middle School Honors

_____ I understand my child's laptop is my responsibility and I have been advised to purchase insurance to cover it.

_____ I understand that my child must have a laptop by the first week of school.

High School and Middle School students must sign below:

_____ Student Signature Grade Print Name

Parent/Guardian Signature _____ Date

Elementary students

Name Grade

Name Grade

Name Grade

STUDENT/PARENT AGREEMENT

We have read and discussed the contents of this Student/Parent Handbook and understand the obligations of students and parents at Miami Christian School. We agree to comply with each of the policies and procedures set forth in the handbook. We understand that this handbook represents the current policies, procedures, and regulations, and that except for the Agreement to resolve all disputes through Christian Conciliation (including arbitration), any and all policies or practices can be changed at any time by the School. The School retains the right to add, change or delete policies or other school conditions at any time (except the arbitration Agreement, which may not be changed, altered, revised or modified without a writing signed by the Head of School and the parent).

The parties to this agreement agree to abide by the Christian principle of the Biblical commands to make every effort to live at peace and resolve disputes with each other in private or within the Christian church (see Matthew 18:15-20; I Corinthians 6:1-8). In that regard, we understand that the School has a system of alternative dispute resolution which involves conciliation and, if necessary, binding arbitration to resolve all disputes which may arise out of the relationship between students, parents, and the School. Because of the mutual benefits (such as reduced expense and increased efficiency) which private conciliation and, if necessary, binding arbitration can provide both the School and myself, I agree that any legally cognizable claim, dispute, and/or controversy (including, but not limited to, any contract claims, any statutory claims, including claims of discrimination and harassment under Florida or federal law, any claims under local, state, or federal ordinances, laws, or regulations, and any common law claims) which would otherwise require or allow resort to any court or other governmental dispute resolution forum between myself (on my behalf or on behalf of my child) and the School (or its owners, trustees, directors, officers, managers, employees, agents, and parties affiliated with it) arising from, related to, or having any relationship or connection whatsoever with my relationship as a student or parent or other association with the School, whether based on tort, contract, statutory, or equitable law, or otherwise, shall be submitted to and determined exclusively by conciliation and, if necessary, binding arbitration under the *Rules of Procedure for Christian Conciliation* of the Institute for Christian Conciliation.

In addition, the parties agree that any such claim must be brought within 180 days of the event giving rise to the claim and that resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. **I UNDERSTAND THAT THIS BINDING ARBITRATION PROVISION REQUIRES BOTH I AND THE SCHOOL TO GIVE UP OUR RIGHTS TO TRIAL BY JURY.**

MY SIGNATURE ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

DO NOT SIGN UNTIL YOU HAVE READ THE ENTIRE AGREEMENT.

Print Name of Parent/Guardian Signature of Parent/Guardian Date

Print Name of Student Signature of Student Date