

CONTINUOUS ENROLLMENT AGREEMENT

As the parent/legal guardian of the student(s) indicated herein, I hereby wish to enroll my child(ren) at King's Schools and understand that enrollment is continuous. I agree as follows:

- 1. Authority to Enter Agreement. I am the parent or legal guardian of the student. I have the authority to make all educational decisions on behalf of the student and to enter into this Enrollment Agreement (Agreement). I also have authority to sign all other documents regarding or related to my child's enrollment at King's Schools or my child's regarding me or my child. This Agreement includes the Terms and Conditions as defined and described below, including future changes to the Terms and Conditions, as those updates become effective. If I am married, then I represent and warrant that the obligations under this Agreement are my obligations and the obligations of my marital community.
- 2. Accuracy of Information. All information provided, all voluntary demographic information (if any) provided, and all other information I provide or have provided to King's Schools about me, or my child are accurate and complete (meaning the information provided by me does not knowingly omit any material information in response to requested or required information). If any information about me or my child changes, I will promptly notify King's Schools.
- 3. Respect for Christian Beliefs, Values, and Mission. King's Schools is a non-denominational Christian school and is one of five ministries operated by CRISTA Ministries. CRISTA Ministries has a 75-year legacy of pursuing the Lord's call to serve the needs of the world with the Gospel of Jesus Christ. The mission of King's Schools is to deliver an exceptional Christian education instructed by called and caring individuals who have professed their personal faith in Jesus Christ and seek to minister to our students. By enrolling my child at King's Schools, I agree that I and my family (including my spouse and the student) will respect the Christian beliefs, values, and mission of King's Schools. I also understand that my child's enrollment requires student attendance and engagement with chapel, school assemblies, Bible classes, other additional programs, and biblical worldview integration into all programming at the school. King's Schools recognizes that a personal profession of Christian faith is not a requirement for admission and enrollment at the School. However, all students and their families are required to respect the Christian values, mission and beliefs of the school and school community. By signing this agreement, I understand that the failure of my spouse or my child to respect the Christian values or mission of King's Schools may be deemed a breach of this Agreement by me.
- 4. Compliance with School Policies. I will abide by the terms of this Agreement and all policies, rules, regulations, procedures, and guidelines of King's Schools (School Policies), including those contained in the parent handbook and the schedules of tuition, fees, and other charges of King's Schools. King's Schools has the right to add to or change its School Policies at any time, in its sole discretion. If I am married, I will inform my spouse of our obligations under this Agreement and the School Policies. If I am divorced and my former spouse has any right to make educational

decisions for my child, I will inform my former spouse of the obligations under this Agreement and the School Policies. Breach of the terms of this Agreement or any School Policies by my spouse will be deemed a breach by me. Breach of the terms of this Agreement or any School Policies by my former spouse may be deemed a breach by me, in the sole discretion of King's Schools.

- 5. Student Compliance with School Policies and disciplinary measures. I will instruct my child to abide by all School Policies including those regarding student requirements, student conduct, and student expectations, and to also abide by all applicable local, state, and federal laws and regulations which apply to my student's educational experience and conduct. I understand that the school's rules are subject to change at any time and in the sole discretion of the school. I will also support King's Schools disciplinary policies and any disciplinary measures deemed appropriate for my child.
 - a. King's High School Mandatory Drug, Nicotine and Substance Testing. As part of its health and wellness initiative, King's Schools requires all secondary students (Grades 9-12) to participate in its universal drug, nicotine, and substance testing. Prospective students may be required to undergo preadmission testing. This requires students 18 years and over, and the parent/guardian(s) of students under 18 years of age to provide their consent to and authorization for testing and the release of information to the school. Any student for whom there is no valid consent and authorization and/or who refuses to participate in said testing shall be automatically unenrolled at King's Schools with immediate effect. In accordance with school policies, disciplinary action will be administered when appropriate.
- 6. King's Schools' Right to terminate. King's Schools has the right to terminate this Agreement and the enrollment of my child based on any breach of this Agreement by me or my child, the violation of any School Policies by me or my child; or any conduct by me, my child, or my spouse that is deemed disruptive to the King's Schools educational environment, as determined in the sole discretion of the Head of School for King's Schools.
- 7. Right to refuse enrollment. I understand and agree that King's Schools reserves its right, within its sole discretion, to refuse the admission of an applicant or to discontinue enrollment of any student, including my child.
- 8. Terms and Conditions. I have read and understand and will comply with the enrollment terms and conditions (Terms and Conditions) set out below. These Terms and Conditions may be changed by King's Schools, in its sole discretion, with any changes effective when posted at https://kingsschools.org/admissions/. When new Terms and Conditions are posted, those new Terms and Conditions replace the Terms and Conditions set out herein.
- 9. Continuous Enrollment. This enrollment agreement is continuous. For parents, this means that the enrollment agreement for each child enrolled at King's Schools beginning in the academic year 2024–2025, shall continue and automatically renew from year to year until successful completion of high-school graduation or until/unless a child's parent/legal guardian provides timely written

- notice to King's Schools of non-renewal.
- 10. Tuition, fees, and costs for the forthcoming academic year will be published no later than February 1 of each calendar year.
- 11. Every year, there will be an opt out period ("Opt- out Period") for those who no longer wish to continuously renew their child's enrollment. During the Opt-out Period, parents understand and agree that they may give written notice to King's Schools that their child(ren) will not be returning for the next academic year ("Non-enrollment Notice"). If I have more than one child enrolled at King's Schools, then I am required to provide a separate written Non-enrollment Notice for each child who I do not wish to be enrolled for the forthcoming academic year. Written notice of withdrawal should be sent to admissions@kingsschools.org no later than 5:00 PM PST on the last day of the opt-out period. Senders will receive a personal response from our office within five working days; if senders do not receive a response, they are advised to please reach out to the business office by phone to ensure that the withdrawal has been processed. Families who do not provide a Non-enrollment Notice to King's Schools Administration Office by the end of the Opt-out Period shall remain enrolled at King's School for the following school year. Responsible party's failure to timely pay all required fees to reserve a spot for the following year will be deemed as a withdrawal. In signing this agreement, I acknowledge that King's School shall rely on parents' action or inaction in this regard, as King's makes its staffing and budget decisions for the next school year.
- 12. I agree that I must ensure any Non-enrollment Notice has been received by King's Schools before the Opt-out Period expires on the published date for each year. If I do not provide this notice within the prescribed time, I agree to pay the cancellation fee according to the published opt-out period fee schedule, which is subject to modification in the sole discretion of King's School.
- 13. Any Non-enrollment Notice received after the Opt-out period closes will be treated as a voluntary withdrawal of my child from King's Schools. In the event of a voluntary withdrawal, I understand and agree that I remain obligated to pay the remainder of outstanding tuition according to the published cancellation schedule for the year from which I am withdrawing my child.
- 14. If I tender a non-enrollment notice and then later change my mind(s), the student may be required to then go through the enrollment process to re-enroll. Re-enrollment may be granted or denied in the sole discretion of the school.
- 15. Financial Commitment. I understand that it is vital that I meet my financial commitments to King's through the timely payment of tuition and fees in order for King's to continue its mission and regularly meet its financial obligations to its teachers, staff, and others. I understand that tuition and other costs must be paid to King's Schools through FACTS Family Portal. I further understand that tuition for the school year is due on August 15 prior to the start of the school year and that tuition may be paid in full or paid through a variety of flexible payment plans described in the FACTS Family Portal. I will timely pay all tuition and other fees owed for my child according to the

then current tuition and fee schedule, which are subject to change for each school year by King's School in its sole discretion.

- 16. Illness: I will report any serious or infectious illnesses to my child's school office immediately. I agree to keep my child home if he/she shows signs of a cold or other communicable disease. (Children with a temperature of 100 degrees or more will not be permitted to attend school or accepted for child care) Furthermore, a child who is too sick to go outside is too sick to come to school. If my child becomes ill while at school, I agree to pick him/her up myself or send an authorized person immediately. Children must be off fever-reducing medication for 24 hours before returning to school if medication is prescribed by a physician.
- 17. Permissions. I grant permission for my student to use the school facilities, all playground and athletic equipment as directed (whether supervised or unsupervised) and to participate in all school activities, including where appropriate, field off-campus trips provided that I am notified of off-site excursions in advance. I understand that I will be provided permission slips for school field trips and the opportunity to consent to each of these trips in advance.
- 18. Tuition. Tuition, fees, and other charges may change from school year to school year. I understand I will be informed of any additional fees. It is vital that I meet my financial commitments to King's Schools through the timely payment of tuition, fees, and other charges in order for King's Schools to continue its mission and regularly meet its financial obligations to its teachers, staff, and others. I understand that tuition, fees, and other charges owed by me to King's Schools must be paid to King's Schools. I further understand that tuition and certain fees and other charges for the school year are due in full by August 15 of each year. I will timely pay all tuition, fees, and other charges owed for my child according to the King's Schools schedule for the then current tuition, fees, other charges. That schedule is subject to change for each school year in the sole discretion of King's Schools.
- 19. Delinquent Accounts. I/We understand that payments received after the due date of each month are delinquent.
 - a. Tuition Fees and related charges are due in full by August 15th prior to the start of the school year. If a payment plan option has not been selected, a \$40 .00 late fee will be added to the account if payment is not received by the due date.
 - b. If a payment plan option is selected, payments received after the 15th of each month are delinquent. A \$40.00 late fee will be added to the account when a payment is received after the 15th of each month. Additionally, a 1% finance charge per month will be assessed on the account for the portion that is delinquent.
 - c. Accounts whose payments are returned for any reason will be assessed at \$30.00. I understand that a \$50 late fee may be added to my account when payments are late. I understand a 1% FINANCE CHARGE per month may be assessed on my account for that portion that is not paid by the due date. I further understand that my child/ren may not be permitted to continue attendance if my account becomes 45 days past due.

- 20. Enforcement of Agreement. If King's is required to retain legal counsel to enforce the terms of this Agreement in any way, including but not limited to collections, garnishments, litigation or any other method permissible by law, I agree that King's shall be entitled to recover from me all of its legal fees and costs including fees and costs incurred in any post judgment collections, appeals, mediations and bankruptcy proceedings.
- 21. Cancellation, withdrawal.: A minimum charge equal to twenty five percent (25%) of the unused tuition will be due for enrollment cancellations received after the Opt-out Period.
- 22. Method of Instruction. King's Schools reserves the right to alter its method of delivering student instruction in its sole discretion which may be due to a variety of factors including but not limited to public health need, rate(s) of infectious disease(s) in the school and surrounding communities, state or federal recommendations or mandates, availability of its workforce, technological concerns, inclement weather, or safety and security needs. Should the method of student instruction vary from a traditional in-person instruction model, this shall not alter the financial obligations under this enrollment agreement.
- 23. Arbitration. Except in the case of collections, all disputes related to this Agreement or enrollment at the School shall be resolved by binding arbitration. The parties may agree to mediate prior to arbitration in accordance with the following terms. Mediation and arbitration shall be before a mutually acceptable person who: (1) is a practicing attorney with a minimum of ten year's experience or a retired judge, and (2) agrees with the CRISTA Ministries Statement of Faith. In the event that the parties cannot agree on such a person, each shall appoint a qualified person and the two shall agree on a third qualified person to be the sole mediator or arbitrator. The arbitrator need not be the same person as the mediator. The parties hereby incorporate, and the arbitration shall follow, the procedures of Chapter 7.04 RCW. Additionally, the arbitrator shall have the authority to order such discovery, by way of deposition, interrogatories, document production, or otherwise, as the arbitrator considers necessary to full and fair exploration of the issues consistent with the expedited nature of arbitration. The laws of the State of Washington shall govern. The parties shall evenly split the costs of both mediation and arbitration.
- 24. Force Majeure. CRISTA Ministries d/b/a King's Schools shall not be in default under this Agreement as long as the fulfillment of any material terms or provisions of this Agreement are delayed, prevented, or otherwise rendered incapable of being performed due to fire, explosion, strike or work stoppage, natural disaster, act of God, act of the public enemy, war, act of terrorism, act of any government agency or official de jure or de facto, "government-declared" public health emergency, government-imposed measures responding to the outbreak of infectious disease, quarantine restrictions related to an infectious disease, or any other unforeseeable cause, whether of the kind enumerated or otherwise, beyond the reasonable control of such party. Whenever reasonably possible, any schedule or time for performance set out in this Agreement shall be extended as necessary to overcome the effects of such force majeure, or the parties will enter into good faith negotiations to mitigate the impact of the force majeure event and continue to perform as much of this Agreement as is reasonably possible.

- 25. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.
- Venue and Law. This Agreement shall be construed and enforced exclusively in accordance with the laws of the State of Washington without regard to its conflicts of law principles and irrespective of whether one or more of the parties to this Agreement resides or domiciled in a different state or country. Any action or proceeding brought by either party against the other arising out of or related to this Agreement shall be brought only in a state or federal court of competent jurisdiction located in the State of Washington, King County, and the parties waive any objection to, and hereby irrevocably consent to the in-person jurisdiction and venue of said courts.
- 27. Attorney's Fees. If any party to this Agreement brings an action to enforce or interpret this Agreement, the substantially prevailing party in such action shall be entitled to recover reasonable attorneys' fees and court costs, in addition to any other relief granted.
- 28. Miscellaneous. This Agreement states all terms agreed between the parties and cancels and replaces all other agreements between the parties relating to its subject matter. All claims arising out of or relating to this agreement will be governed and construed in accordance with the laws of the State of Washington.
- 29. Medical consent waiver; payment of expenses; release; covenant not to sue; indemnification. By enrolling, I grant King's Schools permission to call 911 for emergency medical aid or to take my child to a physician or hospital for medical treatment, or both. If King's Schools or any of its employees or other agents believe my child has sustained an injury, becomes ill, or otherwise requires medical treatment, I give consent to any physician or emergency aid responder to administer drugs and perform any medical treatment that the physician or responder determines appropriate for the relief of pain or to preserve my child's life or health. I assume all responsibility for all medical, rescue, transportation, and other expenses incurred on my child's behalf. I will fully and immediately reimburse King's Schools and any other Released Person (defined below) for any of those expenses that King's Schools or any other Released Person chooses to advance, in its sole discretion. King's Schools and Released Persons have no obligation to advance any expenses on my child's behalf.
 - a. Release of Claims. To the extent permitted by law, on my behalf and on behalf of my child, I release CRISTA Ministries and its past, current, and future trustees, officers, employees, other agents, and volunteers (with all released persons collectively referred to as *Released Persons* and individually as a *Released Person*) from all Claims. The term *Claims* means every possible claim, expense, or other liability for any injury (including death), damage, or other loss related to or arising from my child's enrollment with King's Schools or my participation in or my child's participation in any of the activities of King's Schools, whether the claim arises from negligence, breach of contract, deviation from any School Policies, or otherwise. However, this release of claims does not release any claim I may have under this Agreement for instruction to be provided by Kings's Schools to my child.

- b. Covenant Not to Sue. I covenant not to sue CRISTA Ministries or any other Released Person (whether suing for myself or on behalf of my child) regarding any Claims.
- c. Obligation to Indemnify and Defend. I will defend and indemnify CRISTA Ministries and all other Released Persons regarding all Claims. This includes my obligation to defend and indemnify CRISTA Ministries and all other Released Persons against all Claims, whether asserted by me or my child or any other person or entity (including any trust, estate, or guardian).
- 30. Among other things, this means that if I or my child (or anyone acting or purporting to act for either of us) or any other person asserts any Claims or files a lawsuit against CRISTA Ministries or any other Released Person regarding any Claims, then I will immediately and fully defend and indemnify the Released Person regarding that Claim.
- 31. This means, among other things, that I will, on demand, pay the fees and costs of the lawyers the Released Person retains to defend the Released Person against any Claim.
- 32. It also means I will also pay the sum of any judgment entered against the Released Person or any settlement paid by the Released Person regarding any Claim.
- 33. Statement of Non-Discrimination. King's Schools admits students of any race, color, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. King's Schools does not discriminate on the basis of race, color, national and ethnic origin in the administration of its admission, academic, educational, athletic, financial aid policies or other school-administered programs.
 - a. After this form has been signed and submitted, I understand that I will be asked voluntary demographic questions about my child(ren) which have no impact on the admissions policies of King's Schools. I understand that I may decline to answer.
- 34. Electronic Signature. The electronic signatures below and their related fields are treated by King's Schools like a physical handwritten signature on a paper form.
- 35. Agreements. My signature below affirms that all of the information contained in this enrollment packet is correct, complete, and honestly presented. I understand that withholding or misrepresenting information in this enrollment packet may jeopardize my child's enrollment. I further understand that additional forms including but not limited to medical information, transportation information, technology use, and health and safety information and acknowledgments, will be required to be submitted and signed prior to the start of the academic year to complete my child's enrollment and I agree to submit them in a timely fashion.