



*'Encouraging  
Young People  
to Learn,  
Experience,  
Live and  
Share Christ'*

Enrollment  
Contract

23100 Clarkrange Hwy  
Monterey, TN 38574  
931.839.6675  
[www.heritagetn.org](http://www.heritagetn.org)

I/we \_\_\_\_\_

the undersigned, hereby agree to the following: This contract made and entered into by and between **Heritage Academy** (the school) and the undersigned parent(s) / guardian(s), (Undersigned) and whereas, **Heritage Academy** is a nonprofit educational institution chartered by the State of Tennessee for the purpose of providing to students a program of Adventist Christian education and a curriculum of academic, and vocational education.

Whereas the Undersigned are in accord with the policies of the school and desire to place the student listed below under its teachings and discipline; therefore, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **General Financial Obligations**

1. Payment of tuition will be made in accordance with the issued Tuition Payment Plan. Any assistance and/or discounts, which have been granted will be factored into and stated in monthly tuition billing statements.
2. Since the school hires teachers, purchases textbooks, and makes other financial commitments on a yearly basis determined largely by reliance on the Enrollment Contracts, the Undersigned understand that the student listed below is enrolled for a full semester or such portion as may remain after the date of entrance, and that the Undersigned are obligated to pay all tuition and fees listed in the school bulletin and tuition as delineated in the payment plan for the full semester.
3. Enrollment fees, re-enrollment fees, book fees, student fees, and other fees are nonrefundable.
4. Prompt payment of fees is essential for our school to meet its own financial obligations. Tuition is due as specified in the Payment Plan. A late fee of \$35 will be assessed after the fifth day past due.
5. A \$25 fee will be charged on all returned checks or rejected payments.
6. If property damage to the school occurs as a result of the student's willful misconduct, gross negligence or conscious indifference, assessments may be charged to cover the cost of replacement or repair. The Parent(s)/Guardian(s) are responsible for payment of damages to and/or loss of school property or facilities caused by the student. In the event a student injures an employee, the Parent(s)/Guardian(s) will be responsible for all damages or loss to the employee and the school, including without limitation, the cost of all reasonable and necessary medical care and lost wages.
7. In the event of withdrawal, tuition charges will be due in full for the entire semester of withdrawal, and will not be prorated.

8. If the student is released by the school for any reason, the payment for the full month's tuition is required before official report cards, transcripts, and any other student records will be released. The school is not obligated to refund any tuition paid if the student is expelled or if the parent(s)' lack of cooperation with the education process results in dismissal.
9. The Parent(s)/Guardian(s) understands and agrees that no student will be permitted to take final examinations, nor will official grades, report cards, transcripts and/or any other records be released, until the student's account is paid in full. **Heritage Academy** reserves the right to withhold progress reports, report cards, achievement test results, transcripts and access to Engrade or to refuse to extend credit for goods and supplies, and/or to withhold the right to attend classes from any student for whom tuition or other school charges are past due.

### **Delinquent Payment Policies**

10. If an account remains delinquent for over sixty (60) days, the student may be withdrawn and/or be refused re-enrollment. Report cards, transcripts, and diplomas will be withheld for any graduated or withdrawn student for whom tuition and/or other school charges are due until such charges are paid in full. If the parent(s)/guardian(s) have a financial emergency and are temporarily unable to pay, it is expected that they will call the Business Office to make alternate arrangements.
11. Parent(s)/Guardian(s) understand and agree that the school reserves the right, in its sole discretion, to require a student who fails to maintain satisfactory academic progression, or display a general attitude and/or conduct that is not in harmony with the philosophy and objectives of **Heritage Academy** to leave the school.

### **School's Reserved Rights**

12. The Undersigned understand that this Enrollment Contract does not affect the school's right to dismiss the student for academic or disciplinary reasons, or for any reasons stated in the current School Bulletin. Furthermore, the school reserves the unconditional right to take disciplinary action, suspend, and/or dismiss any student whose progress, conduct, and/or whose parent's /guardian's conduct, is considered by the school, in its sole and unfettered discretion, to be unsatisfactory and/or contrary to the overall good and mission of the school. The school reserves the right to adopt and amend rules and regulations relating to academic and disciplinary matters; and revise its course offerings, activities, class schedules, school publications, personnel, policies, procedures, and practices at any time at the school's sole discretion.

### **Partnership**

13. **Heritage Academy's** program of instruction is for students who know the Lord, have purposed to walk in His ways, and who desire to have the character of Christ developed in them to serve Him effectively. The School believes that a positive and constructive working relationship between the school and the parent(s)/guardian(s) of the students is essential to the fulfillment of the school's mission. The student and the student's family agree to comply with and be subject to the School's rules and policies as set forth in the **Heritage Academy** School Bulletin, as amended from time to time. Parent(s)/Guardian(s) are to act as partners with **Heritage Academy** in the education of their student. This Partnership is based on a common understanding and acceptance of the Mission Statement, Statement of Philosophy, Standards and the policies set forth in the School Bulletin, which is available on the **Heritage Academy** website at [www.heritage tn.org](http://www.heritage tn.org). The Undersigned acknowledge that they have had the opportunity to review a copy of the current School Bulletin.
14. The Undersigned understand that the staff and administration are acting in *loco parentis* while our children are at school, and we agree that **Heritage Academy** will have authority to discipline our child when necessary in accordance with the policies and procedures set forth in the **Heritage Academy** School Bulletin. We agree that we will cooperate and discipline our child at home as needed. We understand that a child who persists in unacceptable conduct will not be permitted to remain enrolled at Summit.
15. **Heritage Academy** strives to provide an environment conducive to spiritual, vocational, and academic success. Acceptance of the Student by the School is not a determination or promise that the Student will

succeed spiritually, vocationally, and academically, or socially at the School. Some students may find that the educational demands at the School exceed their current proficiency levels. The School does not provide remedial educational programs, and does not guaranty, warrant or promise that any student will achieve specific proficiency level(s), will assimilate well into the School's educational environment, or will be accepted by fellow students. I waive any claims against the School related to the Student's failure to achieve or to assimilate into the School's educational environment, or to be accepted by fellow students.

**Non-Discriminatory Admissions Policy**

- 16. The School admits students of any race, color, gender, nationality, or ethnic origin to all rights, privileges, programs, and activities generally accorded or made available to students at the school. It does not discriminate on the basis of race, color, gender, nationality, or ethnic origin in the administration of its educational and admissions policies, and school programs.

**Photographs and Media**

- 17. The School frequently photographs and/or makes audio/video recordings of school events, which may include photographs or recordings of you and your student(s). From time to time, the School also invites faculty, parents, and students to be quoted and/or interviewed, and invites students to contribute their artistic or literary creations for use in school promotional material. These photographs, statements, artistic and literary creations, and recordings are commonly used in school newsletters, brochures, advertisements, news releases, yearbooks, web pages, and other school media. I hereby consent to the use of such photographs, statements, artistic and literary creations, and other audio or video recordings of my child, as described above, for use in school newsletters, brochures, advertisements, news releases, yearbooks, web pages, and other related media.

**Participation in School Activities and Trips**

- 18. I hereby give permission for my child to attend any school-sponsored trip and/or to participate in other activities of the school. Any subsequent revocation of this permission must be in writing and delivered to the Principal.

**Full Disclosure**

- 19. I certify that no information relevant to my children's application has been withheld and agree to the terms of this application and to the policy of the school. If any information that I provided in the **Heritage Academy** Enrollment Application proves to be other than as represented, is incomplete or misleading, School may, in its sole discretion, release the Student and/or terminate this Contract.

**Mediation and Arbitration Agreement**

- 20. The parties to this agreement are Christians and believe that the Bible commands them 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 1 Corinthians 6:1-8, Matthew 5:23-24, and Matthew 18:15-20. Therefore, the parties agree that any claim or dispute arising out of, or related to, this agreement, including claims under federal, state, and local statutory or common law, the law of contract, and law of tort, shall be settled by biblically-based mediation.
- 21. If resolution of the dispute and reconciliation do not result from mediation, the matter shall then be submitted to an independent and objective arbitrator for binding arbitration.

**Binding Effect of this Contract:**

I/we affirm that I/we are the parent(s) and/or legal guardian(s) of, and have full power and authority to enroll the Student at **Heritage Academy**. The Undersigned agree to be individually and primarily responsible for payment of all Tuition, Fees, Late Fees, NSF Fees, Legal Fees, Charges and other expenses provided for in this Agreement. By executing this contract, the parent(s)/guardian(s) of the student agrees and consents to these provisions unless otherwise stipulated herein. As a condition of enrollment and placement in a class, tuition payment arrangements must be completed with the school by the parent(s)/guardian(s) of the student.

\_\_\_\_\_  
Father's (Guardian's) Signature      Date

\_\_\_\_\_  
Mother's (Guardian's) Signature      Date

\_\_\_\_\_  
Administrator's Signature      Date

\_\_\_\_\_  
Print Student Name