

FIRST BAPTIST ACADEMY NAPLES

FINANCIAL TUITION AGREEMENT

THIS AGREEMENT made and entered into in Naples, Florida, this ___day of ____, 20___, by and between FIRST BAPTIST ACADEMY, (hereinafter referred to as FBA) 3000 Orange Blossom Dr., Naples, Florida, 34109, and _____ and _____ (Parent/guardian/responsible party) (Parent/guardian/responsible party)

hereafter to referred to as Guarantors of _____ (Student name/s) presently residing at _____ (City) _____ (State) _____ (Zip)

Enrolling your child in FBA is a commitment to pay the full year of tuition when due. No deductions or refunds of tuitions payable or paid as required in this contract will be made for withdrawal, absence, or dismissal after August 1, 2010.

I. Financial Admissions Policy

- 1. All new applicants will submit a non-refundable application fee that is due with receipt of your application. An application will be considered incomplete without an application fee.
2. When admission is granted, or for Re-Enrollment, all fees (Application, Registration, and Tuition Refund Insurance fee if applicable) and financial paperwork must be received (along with other requested documents) before enrollment is achieved.
3. All tuitions are considered to be due and payable in full by July 1st. If you are unable to meet this deadline you must choose the FACTS method of monthly payments.
4. There is a finance charge of \$25 per month for families choosing to finance tuition over 12 months and will be added to your tuition through FACTS. The FACTS Management fee of \$41 is also required and will be automatically deducted for those using this service and is due at the time of FACTS enrollment/or re-enrollment. Each family choosing to finance tuition must complete FACTS e-cashier enrollment before FBA enrollment can be completed. You will find the link to the e-cashier at www.fbalions.org. Returning families already enrolled with FACTS will be enrolled electronically by the Business Office.
5. Tuition collection for 12 payments begins in July with the final payment due in June.
6. You may choose either the 5th or the 20th as your debit date with FACTS. Changes to your FACTS Management account must be submitted to the Business Office (596-8600 X 256) at least five days prior to your debit date. Missed payments result in a \$25.00 missed payment fee from FACTS management.
7. FBA will prorate tuition beginning in September for students who enroll after August 31st. Proration is for half month or full month, not by the day.
8. Delinquent accounts may result in the withholding of grades, test scores, or release of such school records. Student dismissal may occur if delinquent accounts are 60 days past due, and records will not be transferred until all obligations have been met.
9. There are NO discounts for multiple children enrolled at FBA.
10. The Tuition Refund Insurance Plan is voluntary. This fee is 3.18% of your total tuition. This is the only method of refund for tuition.

II. Tuition Refund Insurance Plan

FBA expenses are incurred on an annual basis, therefore your obligation to pay the full year of tuition is necessary. However, to protect your investment of a full year's tuition, the Tuition Refund Insurance Plan is now provided for you to purchase on a voluntary basis. Refunds will be provided in the case of a job loss, job transfer out of the area, severe medical issues, death of the parent or child, academic dismissal and voluntary withdrawal. More information can be found on the school website at www.fbalions.org. The fee for this plan is 3.18% of your tuition total and is due at registration.

By checking this box, I understand that I am waiving the Tuition Refund Insurance Plan and therefore accept an unconditional personal responsibility to pay the full year's tuition.

III. Fees

1. **\$50 Application Fee**-per student is due at the time of application for new families only. This fee is transferable to the next enrollment year if entrance is denied due to class size limits in a grade. This fee is non-refundable.
2. **\$300 Registration Fee**-This annual fee per student is due at the time of re-enrollment for current students or at the time of enrollment for new students. This fee is non-refundable.
3. **\$41 FACTS Fee**- One per family for those choosing to finance tuition over 12 months using the FACTS option.
4. **High School Only**-Textbooks will be purchased by each high school student through MBS, the FBA on-line bookstore.
5. **Miscellaneous Fees**-Any fees not listed below such as Tuition Refund Insurance, activity/sports fees, Extended Care Fees, field trip fee, uniform purchases, lunch fees, graduation fees, etc. will be the responsibility of the parent/guardian.

Application Fee	\$50	NSF Check Fee	\$25
Registration Fee	\$300	FACTS Missed Payment Fee	\$25
FACTS Fee	\$41	Extended Care Late Fee	\$10
Tuition Refund Plan	3.18 % of tuition		

IV. Student/s FULL Name

Grade (in 2010-2011)

- | | | | |
|----------|--|--|--|
| 1. _____ | | <input type="checkbox"/> Re-Enrollment | <input type="checkbox"/> New Applicant |
| 2. _____ | | <input type="checkbox"/> Re-Enrollment | <input type="checkbox"/> New Applicant |
| 3. _____ | | <input type="checkbox"/> Re-Enrollment | <input type="checkbox"/> New Applicant |
| 4. _____ | | <input type="checkbox"/> Re-Enrollment | <input type="checkbox"/> New Applicant |

V. Tuition-Options for Payment

- | | |
|--|---|
| <input type="checkbox"/> Pay in Full by July 1, 2010 | <input type="checkbox"/> Re-Enrollment with FACTS * |
| <input type="checkbox"/> Payroll Deduction (FBA/FBCN employees only) | <input type="checkbox"/> New FACTS-register in e-cashier* |

*Note: There is a \$25/month finance charge for choosing this option.

- I am applying for Financial Aid with FACTS Grant & Aid for the 2010-2011 school year.**
- I am also applying for the Kingdom Education Partnership Scholarship for the 2010-2011 school year.**

**Note: Please see section IX for information concerning Financial Aid.

Total Tuition Due to FBA from your 2010-2011 Financial Worksheet	\$ _____
Subtract Financial Aid (if known at this time)	\$- _____
Total Due FBA	\$ _____

VI. Mediation and Binding Arbitration Agreement

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 or to any aspect of the student-school or parent-school relationship, including claims under federal, state, and local statutory or common law, the law of agreement, and law of tort shall be settled by biblically based mediation. If resolution of the dispute and reconciliation do not result from Christian mediation, the matter shall then be submitted to an independent, objective born-again arbitrator agreeable to both parties for binding arbitration and the binding arbitration shall be conducted in accordance with the “Rules of Procedure for Christian Conciliation” contained in the Peacemaker Ministries booklet, *Guidelines for Christian Conciliation*. The parties to this agreement agree that these methods shall be the **sole remedy** for any controversy or claim arising out of the student-school or parent-school relationship or this agreement 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.

VII. Extended Care

Extended Care requires pre-registration and an obligation to pay a **weekly minimum of \$45 per week**. You will be **billed at the close of each month for the weeks used and at \$6.00/hour per child above the three day minimum**.

Any outstanding Extended Care invoices will be referred to the School Administration for immediate action and will result in a loss of Extended Care privileges until invoices have been paid (see #8 above). **Late fees will be \$10 for each billing cycle past the due date of the invoice.** Your payment must be in the Business Office by the due date. We suggest mailing your payments instead of sending them in with your child to avoid processing delays and late fees. Please contact the Business Office to arrange for the convenience of e-mail billing. You may pay your Extended Care Bill by credit card on-line by going to www.fbalions.org Parent Connection tab.

VIII. Lunch Program

School Lunch is provided by the FBCN Food Service Department. The cost of a single lunch is \$3.75 and checks are made payable to **FBCN** for deposit on account or you may go to www.fbalions.org to check your child's lunch balance or to add funds during the year. Your child will receive a lunch card from Food Service. In the event your child loses or misplaces the card, a replacement card can be purchased for \$5.00. In the event your child goes below a \$0 balance, a late notice will be sent home to you via your child (or you may check the website noted above). If your child reaches a \$-10.00 negative balance, our system will offer your child an alternative lunch of a sandwich, chips and milk at a cost of \$1.00. Your child will not be able to buy "side" items or a regular lunch until there is sufficient money in the account to cover the cost. As in the case of withdrawal or graduation, all money remaining in your lunch account will be refunded by contacting the Food Service Department.

IX. Financial Aid

Financial Aid is available to all qualified students who are enrolled at First Baptist Academy in grades Kindergarten through 12th Grade subject to the availability of funds. **Financial Aid is NOT offered for preschool.** To apply for aid, each family must complete an application from **FACTS Grant & Aid Assessment** on-line at www.factstuitionaid.com. The application process will begin January 11, 2010, after re-enrollment completion for returning students, and February 1, 2010 for new applicants. The **deadline to apply for Financial Aid is April 5, 2010.** Distribution of awards will begin May 1, 2010. FACTS will verify your income using your 2009 Federal Income Tax Return and W-2 form, so please have ready to submit when applying to FACTS.

A second grant program, The **Kingdom Education Partnership Scholarship** has been established for faithful **First Baptist Church Members** who qualify for additional aid above Financial Aid. You must apply for Financial Aid through FACTS before applying for this scholarship. Criteria for the Partnership Scholarship includes financial need; church membership; 10% tithing to FBCN; BLG membership; and serving the body at FBCN. Other opportunities for hardship aid may be discussed with the Business Office. Please contact the Business Office for applications for these Financial Aid opportunities.

X. Guaranty of Payment of Obligation to First Baptist Academy (FBA):

In valuable consideration, including the Agreement of FBA to extend credit to the person (s) named above as Parent/Guardian – or- Responsible Party, (herein after "Guarantor"); absolutely and unconditionally guarantee payment, jointly or severally, to FBA. Should the Guarantor default in payment of the account according to its terms, Guarantor will pay FBA any and all unpaid balance thereon, on demand, from the date of the first balance, together with any costs incurred by FBA as well as such arbiter's fees as may be reasonable for the investigation, of any amounts due and owing under this guaranty or the original account, as a result of the Guarantor's failure to perform the terms of the account. The Guarantor waives any and all notice of acceptance, notice of non-payment, protest and notice of protest. This guaranty shall be unlimited; shall apply to any and all obligation of the Guarantor whether now existing or hereafter incurred; and shall inure to the benefit of FBA, its successors and assigns. In consideration of acceptance into enrollment by FBA, I/WE UNDERSTAND THAT MY/OUR TUITION OBLIGATION FOR THE FULL ACADEMIC YEAR IS UNCONDITIONAL AND THAT AFTER AUGUST 1, 2010, NO PORTION OF TUITION WILL BE REFUNDED OR CANCELLED for any reason, unless the Tuition Refund Plan has been purchased and parameters met. Grades, testing results, or transcripts of the Student withdrawing will not be released to the family or any other party until the account is paid in full. Only a cashier's check or money order will be accepted. The full amount of the remaining unpaid tuition shall be due and payable upon with the withdrawal date of student if student does not stay the full academic year.

Guarantor Signature

FIRST BAPTIST ACADEMY

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