

# SCHOOL AGREEMENT

### This **AGREEMENT** is executed between:

The **LIVING ANGELS CHRISTIAN ACADEMY**, with DepEd School ID 400678, a private school, with principal address at 928 Dahlia St., Concepcion Subdivision., Baliwag, Bulacan, referred to as the "**LACA**" in this Agreement,

#### AND

		, of legal age, married/sing	le/widowed/	annulled/separated, residing	g	
		an" and the representative of the student(s) below refer	/	fter referred to as the " <b>Student</b> ":	ıe	
Name(s):	1.		Level(s):			
	2.					
	3.					
	4.					
	5.					

## BACKGROUND

- 1. LACA endeavors to nurture the learners (Students) to become individuals who are holistic in spirit, with global perspective, patriotic in orientation, and well-prepared to pursue either higher education, employment, or entrepreneurship by providing a progressive, well-rounded, transformative, Christ-centered education, and value-based extra-curricular activities.
- 2. The Parents/Guardians choose LACA on their own volition, as the education provider and partner of their choice, accepting and trusting that the School's overall direction described in the Philosophy, Vision, Mission, Goals, and Objectives (PVMGO), its core values, academic programs, curriculum, extra-curricular activities, outreach programs, support services, facilities, infrastructures, standards, policies, leadership, and governance are all integral and interdependent for achieving the holistic development of the Students.

**ACCORDINGLY**, for and in consideration of the above premises and the conditions and stipulations in this Agreement, the parties mutually agree and covenant unto each other as follows:

- 1. ENROLMENT: Enrolment obligations for the full academic year is unconditional and that no portion of the school year's school fees, reservation, and other obligations, e.g. uniform, books/modules, late charges or surcharges, etc. so paid or outstanding will be refunded, waived, or cancelled in the event of any withdrawal of a Student from LACA, except only for the stipulation under Subsection (b) Section (1.2) Article (1) in this Agreement. Parents/Guardians and Students understand, accept, and must abide by the following terms, conditions, and/or obligations:
  - 1.1 **Reservation.** The reservation or registration fee is earned by LACA upon Parents/Guardians' and Students' submission of the required documents including but not limited to Report Card, PSA Birth Certificate, and Good Moral Certificate, upon enrolment or until the due date as prescribed by the DepEd, and payment for the processing activities, including placement of a Student's name in the School's records for the school year. Parents/Guardians further understand and accept that the reservation fee or registration fee is not refundable or transferable under any circumstances.
  - 1.2 **School Management System.** LACA engages the service of WELA School Systems, a cloud-based third-party school management system provider, which will be utilized for data capturing,

- 1.3 **Students with observed academic and behavioral concerns.** For students with observed academic difficulties and alarming behavior during assessment or within the school year BUT WITHOUT medical diagnosis from a qualified medical practitioner (i.e. Developmental Pediatrician):
  - (a) LACA may require the parents to provide a 'Shadow Teacher', at their own expense, to enable the child to cope with the learning pace in the regular class; (*Note: Parents and guardians cannot serve as shadow teachers.*); OR
  - (b) LACA has the prerogative to transfer the child to the Special Education (SpEd) Department, provided that slots are still available.

An updated medical diagnosis is required in both scenarios mentioned above, and is subject to the LACA's evaluation and assessment. In cases where the student causes disruptions in class or harm to themselves, fellow students, or school personnel, and the parents are not amenable to either of the aforementioned options, LACA reserves the right to facilitate the student's transfer to another school.

- 1.4 **Withdrawal.** In the event of any withdrawal due to absence, dropping, transferring, or dismissal of the Student, the Parents/Guardians and Students understand, accept, and must abide by the following terms, conditions, and obligations:
  - (a) **Non-refundable and non-transferable.** Books/modules, uniform, reservation or registration fee, miscellaneous, and other fees are not refundable or transferable, except for the authorized refunds or particulars stipulated under Section (1.5) Article (1) in this Agreement.
  - (b) **Full Cash Payment.** In the event that the Parents/Guardians and Students fully pay in cash the tuition and miscellaneous fees for the entire school year, whether before or during the enrolment period not later than four weeks counting from the official opening of classes, the Parents/Guardians and Students may be entitled to a refund subject to the following terms and conditions, provided that **original** Official Receipt is submitted:
    - (i) Fifty percent (50%) refundable amount of the tuition fees paid thereof during the first two (2) weeks from the official opening of classes
    - (ii) Twenty percent (20%) refundable amount of the tuition fees paid thereof during the first four (4) weeks from the official opening of classes.
    - (iii) No refund after the fourth  $(4^{th})$  week counting from the official opening of classes thereof.
  - (c) **Unofficial Withdrawal.** Parents/Guardians shall accomplish or comply with the withdrawal process, which includes submission of the withdrawal form, completion of other applicable clearances, and a refund request letter (applies to full payments only), to make the withdrawal official. Hence, failure of the Parents/Guardians and Students to present, submit, or comply with the said requirements and process shall be construed as unofficial withdrawal.
    - (i) For any account that is fully paid or clear of any such obligations, withdrawal shall be subject to the Subsection (b) Section (1.2) Article (1) in this Agreement, and must comply with the aforementioned withdrawal process; hence, failure to do so shall invalidate the withdrawal and withhold or disqualify the refund request.
    - (ii) For any accounts under monthly installment scheme, withdrawal shall be subject to Subsection (d) Section (1.2) Article (1) in this Agreement, and must likewise comply with the withdrawal process (excluding the refund request letter); failure to do so shall construe unofficial withdrawal, and remaining dues, obligations, and/or surcharges, regardless of whether the Student already left the School, until the entire fees, other obligations, and incurred surcharges are settled by the Parents/Guardians. This also means that the monthly assessed fees shall remain active, intact, or in effect, and shall continuously charge or bill for the entire or remaining school days, regardless of whether or not the remaining school days are consumed or attended by the Student. Further, the surcharges shall continue to incur even after the school year until the settlement is made.

- (d) **Monthly Installment.** In the event that a Parent/Guardian pays the school fees or portion thereof on installment basis, with outstanding balances from the entire or total school fees of the same school year, or has not fully paid the school fees thereof shall be subject to the following terms, conditions, and obligations:
  - (i) Withdrawal within the first half (1<sup>st</sup> to 2<sup>nd</sup> Quarter) of the school year shall be billed with a half or fifty percent (50%) of the total school fees, including any incurred late charges or applicable surcharges if any; or
  - (ii) Withdrawal within the second half (3<sup>rd</sup> to 4<sup>th</sup> Quarter) of the school year shall be billed in full or one hundred percent (100%) of the total school fees, including any incurred late charges or applicable surcharges if any.
- 1.5 **Payment and Surcharges.** Parents/Guardians must dutifully and promptly pay the obligations on or before the due date based on the elected or assigned mode or terms of payment. This includes all applicable surcharges incurred in case of failure to meet the due date. Parents/Guardians shall be subject to the following terms and conditions as well as to the policies in the student handbook inherent in the late payments, surcharges, and settlement of arrears.
  - (a) In the event of failure to pay the monthly assessed fees on or before its due date, a surcharge amounting to <u>FIFTY-PESOS (₱50.00)</u> per month shall be incurred and included or added to the succeeding monthly dues or bills. Please see table below:

Example computation of surcharges if payment is made on October 15 for the dues of August, September, and October

	August	September	October 15	TOTAL
August	50.00	50.00	n/a	100.00
September	n/a	50.00	n/a	50.00
October	n/a	n/a	0.00	0.00
TOTAL	50.00	100.00	0.00	150.00

- (b) Likewise, in the event that a Parent/Guardian fails to settle the payment of the school fees in full or partial, outstanding balances, and/or all incurred obligations and surcharges, the academic credentials shall not be released by the School, including any copies thereof whether photocopy, electronic or scanned, until the obligation is settled. Further, LIS (*Learners Information System*)<sup>1</sup> confirmation (in case of transfer) may likewise be withheld if no notarized agreement at all has been secured for the account settlement.
- 1.6 **Textbooks/Modules.** Parents/Guardians understand and acknowledge that LACA has diligently studied and selected the best textbooks/modules available in the market to be used by the Students. Further, Parents/Guardians understand and accept the following conditions:
  - (a) Parents/Guardians shall purchase a complete set of textbooks/modules copies.
  - (b) Textbooks/Modules shall be released by LACA upon full payment.
  - (c) Each Student must have his/her own set of textbooks as the primary reference material. Further, the textbooks are non-transferable in any case as stipulated under Subsection (a) Section (1.2) Article (1) in this Agreement. This also means that these textbooks are only limited or exclusive to the original or first user and cannot be transferred or lent to any sibling, relative, or anybody for successive usage.
- 1.7 Authorized Refunds. In the event of refund pertaining to the activities such as the Juniors/Seniors Night or other billed extra-curricular activities, and withdrawal stipulated under Subsection (b) Section (1.2) Article (1) in this Agreement, the Parent/Guardian and/or the Student must present and surrender to the cashier office the original copy of the official receipt (OR) issued by LACA. Hence, failure to present or surrender the OR to the cashier would disqualify the refund request. Approved requests for refund may incur processing fees<sup>2</sup> on a case-to-case basis.

<sup>&</sup>lt;sup>1</sup> The Learner Information System (LIS) is an online facility that provides for the registration of learners enrolled in schools run or licensed by the Department of Education (DepEd) in the Philippines. It is the national registry of all learners in Basic Education. <sup>2</sup> Processing fees are minimal amounts in peso which cover service charges and other incidental expenses incurred in the various transactions.

- 2. LACA ADVOCATES: Parents/Guardians and Students agree and commit to be advocates and protectors of LACA, including its PVMGO, ideals, core values, academic programs, curriculum, extra-curricular activities, outreach programs, policies, rules and regulations, and the administration and leadership. Further, Parents/Guardians and Students shall at all times:
  - 2.1 Participate in all activities or transformative programs of the School, regardless of their religion, beliefs, philosophies, dogma, race, nationality, and practices, except for those activities considered by LACA as not compulsory. Further, Parents/Guardians and Students understand and agree that these programs and activities are essential and interconnected to the brand of education provided by LACA. This includes activities such as but not limited to morning convocation and/or *devotion*, prayer time, recitation of bible memory verses, Small Group Meeting (SGM), Ekklesia (Mentoring), bible studies; Angels Night, Juniors Night, Seniors Night and Recollection/Retreat.
  - 2.2 Actively support and/or participate in any school orientations, parent-teacher meetings (conferences or dialogues), trainings for parents, and other meetings which require parent involvement. Further, Parents/Guardians acknowledge that their involvement and support to the education of the Students is vital in upholding the learning and development of the latter.
- **3. CONDUCT:** Parents/Guardians and Students agree and commit to behave and conduct themselves in a manner that brings admiration and respect from the people, whether dealing or engaging with LACA, its teachers, staff, officials, likewise to other students, parents, and members of the LACA community. Parents/Guardians and Students shall at all times:
  - 3.1 Show respect by adhering to the policies, processes, rules and regulations or as may be prescribed by the Student Handbook or those that may be subsequently issued by LACA during the school year. Parents/Guardians and Students are therefore expected to cohere with the **Academic Integrity Code** that supports LACA's commitment to academic integrity and high standards of responsible conduct in the learning/education process. As such, students and parents both understand that academic outputs to be submitted and responses to varied assessments must be authentic products of students' **own** knowledge, skills, and understanding. This shall apply to all grade levels, regardless of modality. Further details of such which shall serve as the parent's and student's written pledge are stipulated in the Student Handbook.
  - 3.2 Be good role models and refrain from committing any kind of misconduct such as unprofessionalism, immaturity, disrespect, profanity, unfounded accusations, defamation, malicious gossips, discrimination, sarcasm, yelling, immoral acts, violence or aggression—whether physical or verbal—towards LACA, its teachers, staff, officials, owners, and other members of the public or the LACA community. Likewise, any misconduct mentioned above expressed via any social media or online platforms (Facebook, Twitter, Instagram, YouTube, Messenger, Zoom, Skype, WeChat, Tiktok, Telegram, etc.) whether spoken or through private messaging, posts, comments, media upload shall be subject to the rules and regulations of the School or as may be prescribed by the Student Handbook, and to the terms and conditions of this Agreement. Further, such violations could be potentially construed as ground for disqualification and termination of the scholarship and privileges availed by the Student.
  - 3.3 Openly acknowledge, respect, and abide by the School's disciplinary actions, sanctions, or corrective actions in instances of certain violations of the School's rules and regulations and as stated in the Student Handbook, to mention a few are consented smoking, drinking liquor, all kinds of bullying, theft, engaging in romantic relationships, misuse or posting/sharing of indecent social media content, etc.
  - 3.4 Parents/Guardians and Students agree and commit to build and preserve a healthy, harmonious, and friendly relationship and communication with LACA, its teachers, staff, officials, owners, and other members of the public or LACA community. Further, Parents/Guardians and Students shall properly or professionally communicate and address any concerns, grievances, criticisms, comments, or suggestions to the appropriate LACA representatives or staff in a proper forum in respect to both parties and as a standard of conduct and professionalism. On this note, Parents/Guardians and Students must address LACA teachers, staff, officials, owners and other members of the public or LACA community with appropriate titles such as Mr./Ms., Dr., Prof., etc.
  - 3.5 Parents/Guardians and Students understand that this Agreement is binding, and violation of any rules and regulations stated herein or in the Student Handbook, may result in the withholding by the school of relevant documents/certificates of the Student listed in this Agreement. Moreover, it may cause revocation of scholarship and privilege, or denial of re-enrolment of the Student due to grave and/or repeated infractions committed. To further establish this Agreement, submission of the duly accomplished and signed Student Handbook Certifications shall be requisite to the releasing of the Student's Report Card.

- **4. RESPONSIBILITIES AND PERSONAL LIABILITIES:** Parents/Guardians in fulfillment of their responsibilities, personal liabilities, and obligations shall:
  - 4.1 Assume any civil liability (e.g. damage to property, personal injury, etc.) that the Student may commit against LACA, its teachers, staff, officials, classmates, or members of the public.
  - 4.2 Shoulder any and all related expenses should the Student fall sick, ill, injured, or disabled due to self-infliction, misbehavior, and disobedience to school policies, during the effectivity of this Agreement.
  - 4.3 Parents/Guardians shall also shoulder any and all types of expense/s incurred by the Student which may not be covered in this Agreement.
  - 4.4 Disclose to LACA any condition that may affect the academic performance and well-being of the Student, e.g. medical history of previous admission, medical treatment and diagnosis, existing illness, medical prescriptions, immunizations, habits, social or progress notes, travel records, etc.
  - 4.5 Regularly attend parent-teacher meetings/conferences to discuss the Student's academic and behavioral standing as well as other school activities and concerns.
- **5. GENERAL SAFETY AND HEALTH PROTOCOLS.** LACA advocates the health and safety of the Student as the primordial concern, Hence, Parents/Guardians and Students understand, acknowledge, and must abide by the following terms and conditions:
  - 5.1 Students, Parents/Guardians, fetchers, or everyone must promote and enforce obedience to social distancing (a term applied to certain actions that are taken to slow down the spread of a highly contagious disease, including limiting large groups of people coming together) imposed by the national government, its inter-agencies (DepEd and DOH), and implemented by LACA.
  - 5.2 Likewise, in consonance with the "New Normal" standards imposed by the national government and its inter-agencies, the parties mentioned above must promote and enforce obedience to regular handwashing with clean or safe water, soap, and 70% alcohol rub/hand sanitizer.
  - 5.3 Covering of mouth and nose with flexed elbow, proper disposal of used tissue, and using handkerchief when coughing or sneezing must be observed by everyone. Avoid touching the nose, eyes, and mouth as these are entry points for viruses and bacteria.
  - 5.4 Further, the following shall be imposed strictly by LACA:
    - (a) "No face mask, no entry," which means wearing of face mask all the time, **depending** on the alert level in the province
    - (b) "No sharing of personal belongings," such as eating utensils, pencils, papers, etc.
    - (c) Adherence to In-school's thermal scanning policy. Those who will be observed with symptoms relative to COVID shall be sent back home immediately or ushered to the isolation room while waiting for the fetcher. The school reserves the right to submit reports to LGU (per request) in the event of COVID infection among students. Such reports may reflect sensitive student information such as name, age, address, contact number, health status, etc.
    - (d) In case a Student, Parent/Guardian, or any member of the family living in the same residence, falls sick and develops flu-like symptoms or combination of other symptoms related to COVID (i.e. cough, fever, and/or difficulty in breathing), or had a contact with a person recently infected of the disease thereof, the he/she must stay at home, immediately seek medical attention, and observe the self-quarantine protocol as required. Further, Parents/Guardians must inform LACA (through the teachers) immediately at the onset of the symptoms by the Student or any member of their family as a social responsibility or moral obligation to the School and the general public. The following table summarizes the wide range of COVID-19 symptoms, ranging from mild to severe:

Most Common	Less Common	Serious	
<ul> <li>Fever</li> <li>Dry cough</li> <li>Tiredness/Fatigue</li> </ul>	<ul> <li>Headache and other body pains</li> <li>Sore throat</li> <li>Diarrhea</li> <li>Conjunctivitis</li> <li>Loss of taste or smell</li> <li>Skin rashes or discoloration of fingers or toes</li> </ul>	<ul> <li>Difficulty of breathing or shortness of breath</li> <li>Chest pain or pressure</li> <li>Loss of speech or movement</li> </ul>	

*NOTE:* Medical certificate issued by a licensed medical doctor **or** the Rural Health Unit (RHU) is required as clearance before returning to face-to-face class, indicating that the student is cleared from any communicable disease and is fit to attend classes.

- (e) Parents/Guardians understand and acknowledge that mental health or psychological needs are necessary or vital to the wellness and growth of the Students. Parents/Guardians shall at all times:
  - (i) Encourage the Students experiencing anxieties to discuss their questions and concerns pertaining but not limited to academics and mental health. Allow them to talk to the teachers, guidance, or pastoral care staff.
  - (ii) Parents/Guardians shall provide information in an honest, age-appropriate manner. Guide the Students on how to support their peers or classmates and prevent exclusion and bullying.
- 6. **DISCLAIMERS.** LACA commits to providing the optimum services to the Students and Parents/Guardians to the best of its abilities. Nevertheless, LACA reserves the right to be released, discharged, waived, or indemnified of any accountabilities or legal liabilities by any of the following reasons:
  - 6.1 The Parents/Guardians understand and acknowledge that adequate and proportionate adult supervision or facilitation is vital, especially during modular/online activities. Hence, Parents/Guardians' involvement in the process of learning of the Student is the primordial key to the success of their learning and the learning modality served by LACA.
  - 6.2 LACA shall not be held liable apart from its own IT infrastructure and Internet Service Provider (ISP). This means that any system or technical issues from the Parent/Guardian or Student computing devices (hardware and software), and/or their ISP shall be their own responsibility. Further, LACA shall not be held liable in the event that the Student missed out an online class or portion thereof due to any "acts-of-God," whether bad weather, typhoon, pandemic, power interruption, etc.
- 6. EFFECTIVITY. This Agreement shall be effective for a period of \_\_\_\_\_\_ (\_\_) months, commencing \_\_\_\_\_\_ July 29 \_\_\_\_, 2024 and ending \_\_\_\_\_\_ May 15 \_\_\_\_\_, 2025.
- 7. SURVIVABILITY. The provisions and pertinent obligations of the Parents/Guardians stipulated under Article (1) about the Enrolment terms, conditions, and obligations, in this Agreement shall survive the termination or expiration of this Agreement. Further, the provisions of this Agreement which by their terms call for performance or settlement of the Parents/Guardians upon or subsequent to the termination or expiration of this Agreement, shall so survive such termination or expiration, whether or not such provisions expressly state that they shall survive.
- 8. SEVERABILITY. If any provision of this Agreement or any portion of such provision will be held invalid or unenforceable by a court of competent jurisdiction—the validity, legality and enforceability of the remaining provisions will remain in full force and effect and the portion thereof affected by such holding will be modified, if possible, so that it is enforceable to the maximum extent permissible.

SIGNED BY the parties this \_\_\_\_\_\_ in \_\_\_\_\_, Philippines.

LIVING ANGELS CHRISTIAN ACADEMY (sgd.) RIECHEL ANN R. GONZALES

Authorized Official / Representative

PARENT/GUARDIAN

Signature over Printed Name

## SIGNED IN THE PRESENCE OF: