



MONTECITO SCHOOL 2020 SUMMER CAMP ADMISSIONS AGREEMENT

1. **Basic Services:** This 2020 Summer Camp Admissions Agreement (“Summer Agreement”) is by and between Montecito Preschool, Incorporated, or Montecito School, Incorporated, a California Corporation (“School”) and the responsible adult(s), parent(s) or guardian(s) listed below (the “Parent(s)”) for the enrollment of his/her/their child(ren) listed below (the “Enrollee(s)”) in the 2020 Summer Camp program (“Summer Camp”) at the School.

The School is a California Corporation licensed by the State of California (“Licensed School”) that provides developmental learning programs to young children who may benefit from these programs, regardless of religious preference, race, nationality or creed. The School agrees to provide the services described herein to the Parent(s) and Enrollee(s) for the Term of this Agreement.

2. **The Enrollee(s):**

Name of Enrollee’s Parent(s) or Guardian(s): _____
(Please Print)

Child’s/Enrollee’s Full Name: _____
(Please Print)

Additional Child’s/Enrollee’s Full Name: _____
(if applicable) (Please Print)

3. **Term:** This Summer Agreement shall commence on June 23, 2020 and terminate on August 7, 2020 (“Term”).

4. **Enrollment Requirements:** To satisfy the School’s enrollment requirements for Summer Camp, Parent(s) acknowledge(s) receipt of and agree(s) to submit a fully-executed copy of the documents listed below, at the time of enrollment or as agreed upon at the time of enrollment.

- a) 2020 Summer Camp Admissions Agreement;
- b) 2020 Summer Camp Application; and
- c) All applicable enrollment fees (pursuant to Montecito Summer Camp 2020 List of Classes & Fees)

The “time of enrollment” is defined as the date on which the Parent(s) submit(s) to the School the items above.

5. **Fees:** For the purposes of this Summer Agreement, all references to “List of Classes and Fees” shall include the information described in the Summer 2020 List of Classes and Fees, attached hereto and made a part hereof. All enrollment and/or application fees paid by the Parent(s) are non-refundable immediately at the time of payment in the manner described in this Summer Agreement and in the List of Classes and Fees. Such fees are assessed by the School to cover the cost of establishing and processing Parent’s(s)/Child’s enrollment. Parent(s) acknowledge(s) receipt of the List of Classes and Fees and agree(s) to pay the Summer Camp tuition in full and the non-refundable application fee(s) (if

applicable) at the time of enrollment, as described in this Summer Agreement and in all documents attached hereto. In addition, the Summer Camp tuition fees become non-refundable and Parent's(s)/Child's(rens') enrollment is complete at the time of enrollment and once Parent(s) has/have signed this Summer Agreement and returned a signed original to School. If Parent(s) doesn't/don't pay the Summer 2020 enrollment fees and return a signed original of this Summer Agreement to School at the time of enrollment, School will fill the classroom space held for Enrollee/Child and will only refund Parent's(s') Summer Camp tuition, if such tuition has already been paid.

Parent(s) acknowledge(s) and agree(s) to abide by the attached List of Classes and Fees and to pay all fees associated with, but not limited to, Summer Camp Tuition, Application Fee(s), late pick-up fees, Prepaid Hours, Enrichment, Educational Activities and Camps (collectively "Fees"). Parent(s) agree(s) to pay all assessed Fees accrued on time and as detailed in the attached List of Classes and Fees and in this Summer Agreement. Parent(s) acknowledge(s) and agree(s) that statements are a courtesy, that the School is not required to send statements to Parent(s), and that Parent(s) are responsible to pay all Fees owed for services provided by School. However, Parent(s) understand(s) that he/she/they may request a statement from School at any time.

Late payment service charges are addressed in the 2019-2020 and 2020-2021 Admissions Agreements and are described in this paragraph. These service charges apply to all outstanding Fees owed other than Summer Camp tuition and Application Fee(s), which are paid in advance at the time of enrollment. For all outstanding Fees due on Parent's(s') account, a late payment service charge of \$35.00 will be assessed for any monthly tuition payments received after the fifth (5th) day of the month in which the payment is due (during the regular school year). Beginning 28 days following the assessment of the initial late fee, an additional late fee of \$35.00 will be assessed and this additional late fee will be assessed every 28 days in which a balance remains outstanding and until the balance is paid in full. If any outstanding balance is in arrears for more than 30 days, including Fees incurred during Summer Camp, the Enrollee(s) will not be permitted to attend Summer Camp until the account is brought current. If the account is not brought current immediately, then this Agreement will be terminated pursuant to Section 7(b) of this Agreement ("Termination For Cause"), and late payment service charge(s) will continue accruing on any unpaid balance.

6. Tuition and Application Fee(s): At the time of enrollment, Parent(s) shall pay in full the non-refundable Application Fee(s), if applicable, the Summer Camp Tuition and all applicable or related fee(s) for the 2020 Summer Camp term. These Summer Camp fees do not include additional Fees and charges assessed pursuant to Section 5 above, fees addressed in the 2019-2020 Admissions Agreement, and/or fees assessed according to the 2020-2021 List of Classes and Fees. If Parent(s) enroll(s) more than one (1) child for any Summer Camp 2020 camp or program, Parent(s) shall receive a 5% sibling discount on the Summer Camp Tuition for those programs in which more than one child enrolls, applied to the youngest sibling's enrollment only, in addition to the Application Fee(s) due for all children (if applicable). This summer sibling discount applies to the Summer Camp Tuition and Application Fee(s) for the youngest child.

7. Termination:

(a) Termination By School. At any time during the Term of this Summer Agreement, the School may terminate the Enrollee(s)'s enrollment and this Summer Agreement without cause and for any lawful reason that the staff and administration of the School deems necessary, including, but not limited to, termination for developmental reasons, as qualified by and/or determined at the sole discretion of the School. Upon such

early termination without cause by the School, the tuition amount paid for Summer Camp 2020 enrollment shall be pro-rated by the School up through the termination date and the remaining tuition paid shall be refunded to the Parent(s). This refund does not include the non-refundable Application Fee(s) paid at the time of enrollment (if applicable). If School cancels any Summer Camp(s) due to insufficient enrollment, the remaining tuition paid shall be refunded to the Parent(s) who has/have enrolled his/her/their Enrollee(s)/Child(ren) in such cancelled camp(s), unless Parent(s) decide(s) to switch his/her/their Enrollee(s)/Child(ren) to another/other available camp(s).

(b) Termination for Cause. At any time during the Term of this Summer Agreement, the School may terminate this Summer Agreement for cause, such as, but not limited to, upon default or breach of this Agreement by Parent(s). Such termination for cause shall not include termination for developmental reasons. Upon such early termination for cause by the School, no portion of the tuition and/or Application Fee(s) (if applicable) paid for 2020 Summer Camp enrollment shall be refunded or be applied to other unpaid Fees or any outstanding balance on Parent's(s') account.

(c) Termination by Parent(s). Enrollment of the Enrollee(s) may be terminated at any time by Parent(s) upon immediate written notice to the School. The remaining Tuition for the 2020 Summer School enrollment shall be pro-rated by the School up through the last date of enrollee's (s') attendance or termination date listed on such notice; however, the Parent(s) shall have no responsibility for the payment of Summer Camp Tuition for the remainder of the Summer Camp term after the termination date set forth in the notice or for the remainder of the Term of this Agreement. Upon such early termination by Parent(s), no portion of the Application Fee(s) (if applicable) paid at the time of enrollment shall be refunded or be applied to Tuition or other Fees due and payable at that time. In addition, Parent(s) must pay all outstanding Fees owed to the School pursuant to the 2019-20 or 2020-21 List of Classes and Fees, and/or any unpaid balances owed to the School for services provided. If Parent(s) terminate(s) this Agreement in writing prior to the Enrollee's(s') first day of Summer Camp 2020, 100% of the Summer Camp 2020 Tuition shall be refunded to the Parent(s). The remainder of any Fees paid at the time of enrollment will remain non-refundable.

8. Parent/Staff Relations: Parent(s) agree(s) to abide by all reasonable School policies and procedures related to daily pick-up and drop-off schedules and times, safety rules and regulations, and other campus and legal requirements necessary for the operation of the School. The School reserves the right to change its policies and procedures at its sole discretion. Upon Parent(s) or School's request during Summer Camp, Parent(s) agree(s) to participate in telephone and in-person conferences with the School's teachers and/or the School's Director to discuss issues related to the Enrollee(s) at the School.

Parent(s) shall communicate to the School in writing or by phone regarding any events concerning the Enrollee(s) that the School's staff should be aware of, such as a death in the family and/or changes at home. This communication is not solely limited to the aforementioned circumstances, but may include other important circumstances affecting Enrollee(s) life/lives.

9. Health Requirements: State health regulations prohibit sick children from attending school (which includes Summer Camps and any programs at School). Parent(s) agree(s) to abide by such regulations and help the School control communicable diseases by keeping the sick Enrollee(s) at home and contacting the School at once if the Enrollee(s) develop(s) a communicable disease. The Enrollee(s) will not be allowed to attend Camp/school

if he/she/they has/have any of, but not limited to, the following symptoms and/or communicable diseases: Pink eye, head lice, strep throat, scarlet fever, chicken pox, fifth disease, scabies, roseola, impetigo, measles, hand, foot & mouth disease, mumps, ringworm, pinworms, a rash of any kind, a fever within the past 24 hours, a persistent cough, green discharge from the nose (or if the child is congested and has excessive nasal discharge), and/or vomiting within the past 24 hours. It is not necessary to call the School if the Enrollee(s) will only be absent for one (1) or two (2) Camps, unless Enrollee(s) has/have a communicable disease as described above.

State law requires parent(s) or guardian(s) to submit a completed health form ("Physician's Report") that documents immunizations and is signed by a physician for admittance to Camp/school. Parent(s) acknowledge(s) and agree(s) to abide by such state law(s), and understand(s) that all enrollees will be visually health-screened when they arrive at Camp/school.

10. Licensing Requirements: California has adopted laws to protect the interests of the enrollees of Licensed Schools. This legislation, as set forth in the State of California General Licensing Requirements (Section 101200), states:

(b) "The Department has the authority to interview children or staff without prior consent.

(1) The licensee shall ensure that provisions are made for private interviews with any children or staff members.

....

(d) The Department has the authority to observe the physical condition of the children, including conditions that could indicate abuse, neglect or inappropriate placement."

By signing this Summer Agreement, the Parent(s) is/are granting his/her/their consent to the School as a Licensed School to comply with the requirements of the law set forth above.

11. Requirements For Attendance: For the Enrollee(s) to be allowed to attend Camp/school, Parent(s) agree(s) to comply with the following requirements for attendance, acknowledge(s) receipt of (if applicable), and agree(s) to read and/or submit (if applicable) documents listed below prior to the Enrollee's(s)' first day of Camp/school:

- a) Personal Rights (for new parents only);
- b) Child Care Center Notification of Parents' Rights (for new parents only);
- c) Medical and Emergency Information Sheet (for new parents only and updated annually by parents);
- d) Teacher Information Sheet (submit new sheet for each enrollee every year in July);
- e) Physician's Report (for new parents only and for preschool age children only – submit to physician and return signed copy);
- f) *Immunization Records and/or Card for each Enrollee (for new parents only and for preschool age children only; updated upon request);
- g) Disaster Information Card for each Enrollee (submit new card for each enrollee every year in August);
- h) Disaster Information Booklet (updated Booklet provided by School every school year);

- i) Parent Handbook (updated Handbook provided by School every school year).

**Parent(s) agree(s) that if he/she/they have special circumstances regarding inoculations of Enrollee(s), he/she/they will contact the School and provide the School with a signed medical exemption or exception from the Enrollee's(s) physician.*

Parent(s) is/are not required to submit the completed and/or signed documents listed above to the School more than once for the same Enrollee during the same year, such as for the regular school year and for summer camp enrollment.

12. Notices: All notices hereunder must be in writing and shall be deemed received upon delivery in-person, upon confirmed receipt via facsimile or first class mail, or deemed validly given if sent by certified mail, return receipt requested. All notices shall be addressed as follows (or any other address that the Parent(s) or the School may have designated to the sender by like notice):

PARENT(S) NAME & ADDRESS:

SCHOOL'S NAME & ADDRESS:

Montecito School
1468 Grant Road
Los Altos, CA 94024

13. Additional Terms & Conditions: The terms of this Summer Agreement shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto.

The undersigned hereby agree(s) to the terms and conditions set forth in this Summer Agreement. In addition, the undersigned hereby acknowledge(s) receipt of and agree(s) to sign and comply with the policies and procedures of Montecito School, Inc. as described in this Summer Agreement and to sign and comply with the provisions contained in the documents described in and attached to this Summer Agreement, during the Term of this Summer Agreement. Montecito School, Inc. reserves the right to change its policies and procedures at its sole discretion.

This Summer Agreement is made this _____ day of _____ 2020.

PARENT(S) Signature: _____

Relationship to Enrollee(s): _____

MONTECITO SCHOOL, INC. By: _____

ERIN K. MOBLEY, Director

Attachments:

*2020 Summer Camps List of Classes and Fees
Summer Camp 2020 Application for Enrollment*