



## 2022-2023 ADMISSIONS AGREEMENT

### 1. Basic Services

This 2022-2023 Admissions Agreement ("Agreement") is by and between Montecito School, Incorporated, a California Corporation (the "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)") at the School. This Agreement is for the specific "Term" as defined herein.

The School is a California Corporation licensed by the State of California ("Licensed School") that provides developmental learning programs to young and elementary school age 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 Agreement shall commence on June 11, 2022 and terminate on June 30, 2023 ("Term").

### 4. Enrollment Requirements: To satisfy the School's enrollment requirements for the 2022-2023 school year and for Summer 2022, 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.

- 2022-2023 Admissions Agreement;
- 2022-2023 Application for Enrollment and/or Summer Camps 2022 Application for Enrollment; and
- All applicable enrollment fees (pursuant to applicable List of Classes and Fees)

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

### 5. Fees: All enrollment fees and deposits paid by the Parent(s) are non-refundable in the manner described in this Agreement and in the 2022-2023 and the Summer Camps 2022 List of Fees, attached hereto and made a part hereof. The enrollment fee(s) and/or deposit(s) is/are immediately non-refundable once paid by Parent(s), as these fees are assessed by the School to cover the cost of processing Parent's(s')/Child's enrollment. Parent(s) agree(s) to pay the non-refundable Application Fees and other Enrollment Fees at the time of enrollment, as described in this Agreement and in all documents attached hereto. These fees become non-refundable and Parent's(s')/Child's enrollment is complete once Parent(s) has/have signed this Agreement and returned a signed original to the School. If Parent(s) doesn't/don't return a signed original of this Agreement to School by the enrollment deadlines designated by School, School will fill the classroom space held for Enrollee/Child and will only refund fifty percent (50%) of Parent's(s') applicable enrollment fees.

Parent(s) acknowledge(s) receipt of and agree(s) to abide by the attached List of Classes and Fees and to pay all fees associated with, but not limited to, Application Fees, Monthly Tuition, Deposits, Enrichment, Late Pick-up, Returned and Late Payment charges and fees, Prepaid Hours Fees, Materials Fees, Health

and Safety Fees, and Educational Activities (collectively "Fees"). Parent(s) agree(s) to pay all assessed Fees accrued each month on time and as detailed in the attached List of Classes and Fees and in this 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) is/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 (\$35.00 for Tuition paid after the 5<sup>th</sup> and for any other late payments for Prepaid Hours or specialty classes owed past 28 days) will be assessed for all payments received after the fifth (5<sup>th</sup>) day of the month in which the payment is due, as described in the attached 2022/23 List of Classes and Fees. Beginning 28 days following the assessment of the initial late fee, an additional late fee 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 a check is returned for insufficient funds, parent(s) will be charged a \$35.00 returned check fee.

Parent(s) agree to comply with all School policies and procedures, without limitation, as issued, adopted, modified or otherwise implemented, from time to time, in the School's sole business judgment. Parent(s) sole recourse in the event they object to such an action is under Section 7(c) below.

6. Monthly Tuition: Parent(s) shall pay each Monthly Tuition payment (or a one-time annual Tuition payment) for the 2022-2023 school year according to the attached List of Classes and Fees (Summer camp fees are paid at the time of enrollment). Except for the Application Fee(s), Materials Fee(s), Health and Safety Fees, and/or Deposit(s) paid at the time of enrollment for the school year, and/or pro-rated Monthly Tuition (for mid-year enrollment), Monthly Tuition is due on the first day of each month during the Term of this Agreement. Parent(s) is/are responsible to pay a total of eleven (11) monthly tuition payments annually, in the form of a Deposit and 10 Monthly Tuition payments as described in the attached 2022/23 List of Classes and Fees (and Summer 2022 camp fees are paid according to Summer Camps 2022 List of Fees). Due to the prepaid Deposit or annual tuition payments made by Parent(s), no June 2023 additional Monthly Tuition shall be payable, as the Deposit is applied to cover the June 2023 Monthly Tuition. If payment of Monthly Tuition is in arrears for more than 30 days, the Deposit will be applied to cover the delinquent Monthly Tuition and the Enrollee(s) will not be permitted to attend school until the account is brought current, including replenishment of any Deposit amounts utilized. 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, pursuant to Section 5 above.

7. Termination

(a) Termination by School Without Cause. At any time during the Term of this Agreement, the School may terminate the Enrollee(s)'s enrollment and this 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 by the School, any remaining tuition amount due for the final month of attendance will be pro-rated by the School up through the termination date and refunded to Parent(s). In addition, upon such early termination by School, 100% of the June 2023 Monthly Tuition and the Materials Fee shall be refunded to the Parent(s), as well as 100% of any pre-paid Monthly Tuition paid in any form for future months of the school year following the termination date.

(b) Termination by School for Cause. At any time during the Term of this Agreement, the School may terminate this 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 Deposit or Application Fee(s) paid at the time of enrollment shall be refunded or be applied to Tuition and/or any outstanding balance due. Upon such Termination for Cause by the School, any remaining or prepaid tuition amount due for the final month(s) of attendance will be pro-rated by the School up through the termination date and refunded to Parent(s), and the pro-rated Materials Fee shall be refunded to the Parent(s). Suspension of regular School operations does not constitute a termination of this agreement unless notice of termination is provided by School. If School operations are suspended at any time due to a health concern or order from an applicable local, State or Federal agency (for example, COVID-19), no pre-paid tuition refunds will be owed by the school for the portion of any month within which operations are suspended. Nor will refunds be paid by the school for pre-paid Deposits held by the School. If operations are suspended at the commencement of a month, that month's tuition will not be due on the first day of the month. Instead, it will be due upon resumption of operations during the month in question.

(c) Termination by Parent(s). Enrollment of the Enrollee(s) may be terminated at any time by Parent(s) upon 30 days written notice to the School. The remaining Tuition amount due will be pro-rated by the School up through the 30-day termination date and the pro-rated Materials Fee and/or Health and Safety Fees shall be refunded to Parent(s); however, the Parent(s) shall have no responsibility for the payment of Monthly Tuition for the remainder of the school term after the 30-day 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 Deposit or Application Fee(s) paid at the time of enrollment shall be refunded or be applied to Tuition or other Fees due and payable at that time (unless one of the exceptions listed in this section applies). In addition, Parent(s) must pay all outstanding Fees owed to the School pursuant to the attached List of Classes and Fees, or any unpaid balances owed to the School for services provided.

1. Upon such early termination by Parent(s), Parent(s) must pay the Tuition due up through the 30-day termination date.
2. If Parent(s) give(s) 30 or more days written notice to the School by the end of February 2023, and the School can fill the space(s) left by the withdrawal(s) by the end of the 30-day termination date, the School will refund 50% of the June 2023 Tuition. If Parent(s) give(s) 30 or more days written notice to the School from March 1<sup>st</sup> 2023 through the end of the school year in June 2023, the School will refund 25% of the June 2023 Tuition. The Application Fee paid at the time of enrollment will remain non-refundable, but the pro-rated Materials Fee and/or Health and Safety Fees (as applicable) and any prepaid Tuition paid for months following the termination date (if applicable) will be refunded.
3. If Parent(s) terminate(s) this Agreement in writing prior to the Enrollee's(s') first day of school, the first Monthly Tuition payment will be waived, including all subsequent Monthly Tuition payments, and will not become due, and 100% of the Materials Fee, Health and Safety Fee, and the June 2023 Tuition and any pre-paid Monthly Tuition payments shall be refunded to the Parent(s). The Application Fee(s) paid at the time of enrollment will remain non-refundable.

8. Parent/Staff Relations: Parent(s) agree(s) to abide by all 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, as adopted by the School in its sound business judgment. The School reserves the right to change its policies and procedures at its sole discretion, at any time. Parent(s) agree(s) to participate in periodic telephone and in-person conferences with the School's teachers and/or the School's Director to discuss issues and/or progress related to the Enrollee(s) at the School. No such conferences shall be required for the School's Drop-in Enrichment and/or Educational Activities; however, the School reserves the right to request a special conference with Parent(s) on an as-needed basis.

Parent(s) shall communicate to the School in writing or by phone with regard to 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. 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 school if Parent(s) answer any of the 6 screening questions with a "yes" and/or if he/she/they has/have any of, but not limited to, the following symptoms and/or communicable diseases (without submitting a doctor's note with a diagnosis and clearance to come back to school): Pink eye, head lice, strep throat, scarlet fever, chicken pox, fifth disease, scabies, roseola, impetigo, hand, foot and 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 child is congested and has excessive nasal discharge), COVID-19, 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) sessions, unless Enrollee(s) has/have a communicable disease as described above.

State law requires parent(s) or guardian(s) to submit to School a completed health form ("Physician's Report") that documents immunizations and is signed by a physician for admittance to school (excluding the elementary age children for immunization records only). Parent(s) acknowledge(s) and agree(s) to abide by such state law(s), and understand(s) that all enrollees and attendees will be visually health-screened, asked 6 pandemic-related questions and the Enrollee's temperature is taken when they arrive at school.

Additional health requirements may be adopted or implemented based on new permanent or temporary orders issued by applicable State, County or local authorities. Parent(s) understand that his/her/their and Enrollee(s)' compliance with all such rules, as modified from time to time, are an explicit condition precedent to Enrollee(s)' ability to attend School.

Parent(s) represent and warrant(s) that they will promptly inform School if Parent(s) or Enrollee(s) come(s) into contact with or is believed to come into contact with someone who has been diagnosed with or is believed to possibly have COVID-19. Parent(s) will also advise School in the same fashion, if Enrollee(s) or any immediate family members or persons with whom Enrollee(s) or immediate family have had close contact with, are diagnosed with COVID-19 or experience symptoms consistent with COVID-19.

In the event of any claim or cause of action is asserted by Parent(s) and/or Enrollee(s), including but not limited to, infectious disease-related claims by Parent(s) or Enrollee(s) against School, for example, related to COVID-19, such claims shall be strictly limited to the amounts available, if any, under the School's applicable policies of insurance in effect and covering the claim in question. Such limitation shall apply to restrict any such claim to funds actually paid pursuant to the applicable policy by the insurer.

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 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: In order for the Enrollee(s) to be allowed to attend 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 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 then updated annually by parents);
- d) Teacher Information Sheet (submit new sheet for each enrollee every year in August);
- e) Physician's Report (for new parents 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 will submit a Medical Exemption Form signed by the child('s/rens') doctor/pediatrician. No personal or religious exemptions are allowed by law since the passage and application of SB277.*

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 school/camp enrollment.

12. Assumption of Risk: Parent(s) and Enrollee(s) understand and assume the risks associated with attending a School and/or childcare center, during the pendency of a public health pandemic, such as the COVID-19 situation currently pending in the United States. School will take all practical steps, as recommended from time to time by applicable Federal, State and local health authorities, to protect employees, Parent(s) and Enrollee(s) from COVID-19 exposure.
13. 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):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SCHOOL:

Montecito School  
1468 Grant Road  
Los Altos, CA 94024

14. Additional Terms and Conditions: The terms of this 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 Admissions 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 Agreement and to sign and comply with the provisions contained in the documents described in and attached to this Agreement, during the Term of this Agreement. Montecito School, Inc. reserves the right to change its policies and procedures at its sole discretion.

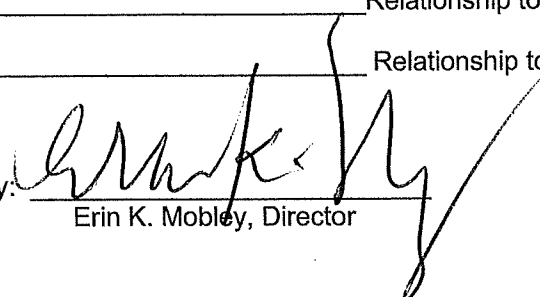
This Agreement is made on \_\_\_\_\_ (date)

**PARENT(S)** Signature \_\_\_\_\_ Relationship to Enrollee(s): \_\_\_\_\_

Signature \_\_\_\_\_ Relationship to Enrollee(s): \_\_\_\_\_

**MONTECITO SCHOOL, INC.**

By:

  
Erin K. Mobley, Director

Attachments:

2022-2023 List of Classes and Fees  
2022-2023 Application for Enrollment  
Summer Camps 2022 List of Fees  
Summer Camps 2022 Application for Enrollment

