



2020-2021 SCHOOL YEAR ENROLLMENT CONTRACT

(“Student”) is offered enrollment / re-enrollment at City Kids LA (“CKLA”) for the 2020-2021 school year.

ENROLLMENT

1. TUITION

- a. I am the Parent or Legal Guardian of the Student and I agree to pay in full the tuition amount described below along with any other fees established by CKLA.
- b. I understand that the tuition and fees do not include incidental expenses, including but not limited to, student costs for school supplies, uniforms, or extracurricular programs that arise from time to time.
- c. I understand that CKLA is a school of limited enrollment and makes advance arrangements and commitments for the accommodation and instruction of each student for the entire school year. I also understand that the overhead expenses of CKLA do not diminish with the departure of a student or students during a school year. Accordingly, I agree that, upon signing this Contract and submitting the enrollment deposit, I am legally obligated to pay CKLA the full amount of tuition for the entire school year regardless of whether my child completes the entire school year at CKLA or is withdrawn, absent, suspended, or dismissed for all or any portion of the year. I also understand that, if for any reason my child leaves CKLA without completing the school year, I am not entitled to a refund of any tuition or fees that I have already paid. I acknowledge that the agreements I have made in this paragraph mean that, for example, if I withdraw my child from the school partway into the school year, I will still have to pay the school the remaining tuition and fees for the rest of that school year (even though my child is not attending), and I will not be entitled to a refund of any tuition or fees I have already paid. I understand that those obligations will be the same regardless of whether my child leaves the school because of a suspension or dismissal. In addition, I understand that I am liable for the entire tuition and fee amount regardless of whether the school accepts an additional student after my child’s departure or otherwise acquires additional funds.

- d. Late Payment. I understand and agree that if any tuition or fee payment is 15 or more days past due, my child may not be permitted to attend classes or activities until the payment of the delinquent amount is made in full (unless I have made an alternative payment arrangement satisfactory to CKLA that is in writing and is signed by an authorized representative of CKLA). I further understand that my child's continued attendance when payments are delinquent lies within the sole discretion of the Head of School or his/her designee. Additionally, I understand and agree that, in the event of any delinquency, CKLA reserves the right to withhold class and activity participation and any other services in connection with my child's enrollment, including, for example, re-enrollment and graduation.
- e. CKLA reserves the right to rescind or withhold this offer of enrollment or re-enrollment if all obligations to the school for the current or any previous school year or years have not been paid in full.
- f. Tuition for the 2020-2021 school year is _____ with the first date of enrollment effective as _____. The Student is enrolled on a _____ basis attending school on _____.
- g. If Tuition Assistance ("TA") is granted by CKLA, a separate notice of funds allocated will be sent separate from this Contract. The allocated TA amount is distributed proportionately based upon the Payment Schedule selected below. To be considered for the CKLA TA program, each family is required to complete a FAST application before the school year begins. Applying through FAST does not guarantee qualification for TA.

2. Reservation of Space

- a. I understand and agree that CKLA will reserve a space for my child for the 2020-2021 school year if and only if I have completed and submitted this Contract by no later than five days from the electronic delivery date and time of this contract.

3. Late Contract or Late Deposit

- a. I further understand and agree that if I sign and return this Contract after the deadline,
 - i. CKLA has no obligation to reserve or provide a space for my child;
 - ii. My child's name will be placed back in the general applicant pool for his or her grade for the school year; and
 - iii. My child will be admitted to the grade, at the discretion of CKLA, only if space becomes available.

4. Contract Term

- a. I understand and agree that this Contract applies to this singular school year only with the last day of school ending on Friday, August 13th, 2021. I understand and agree that the decision to offer re-enrollment is made annually, and that re-enrollment may not be offered if my tuition payment history shows delinquencies or is otherwise deemed unacceptable. CKLA reserves the right to offer a new re-enrollment contract for a future school year or to decline to do so, for any reason, in its sole discretion. I understand that any deviation from the payment plan that I select must be approved by the CKLA Administration Team in writing, and that repeated deviations may make the school less likely to offer my child subsequent re-enrollment contracts. I understand that if I have chosen to pay tuition annually, payment is due in full by August 31st, 2020. I understand that if I have chosen to pay tuition biannually, 60% is due by August 31st, 2020, and the remaining balance is due by May 1st, 2021. I understand that if I have chosen to pay tuition monthly, I must pay in equal monthly installments starting from the date of enrollment and ending by August 1st, 2021.

5. Rules and Regulations

- a. I understand and agree that, if either my child or I do not abide by the letter and spirit of CKLA's policies as described in the Parent Handbook (as it may be amended from time to time) or as otherwise issued by CKLA, or if any information that I provided to CKLA on our application for admission was inaccurate or untrue, my child may be refused admittance to classes or activities, required to withdraw, suspended, or dismissed. I also understand that the Parent Covenant governs my behavior and interactions within the school community, and I agree to all terms set forth in it. I understand and agree that CKLA reserves in its sole discretion the right, at any time and for any reason that CKLA deems sufficient (including, for example, non-payment of tuition or unacceptable parental behavior), to suspend or dismiss any student or to decline re-enrollment. I further understand that CKLA's expectations about the behavior of its students and their parent(s) or guardian(s) include both on and off campus behavior in any CKLA-related context.

6. Completion of Registration Materials

- a. I understand and acknowledge that reservation of a place for my child is further conditioned upon my signing and returning all registration materials on or before the dates set forth in those materials. I also understand that I am responsible for notifying CKLA of any changes in vital information by updating that information via Brightwheel or by notifying the Admissions Office by email to admissions@lacitykids.com.

7. Cancellation

- a. I understand and agree that either CKLA or I may cancel this Contract by giving the other written notice within five days from the electronic delivery date and time of this contract. If I cancel before that date, I will not be obligated to pay the remaining tuition balance. (My security deposit, which includes all fees paid at the time of initial enrollment, will not be refunded to me upon cancellation.) After five days from the electronic delivery date and time of this contract, CKLA will have entered into substantial financial commitments for instruction, supplies, and other matters in reliance upon a full enrollment, including that of my child. I understand and agree that, unless I have written a notice of cancellation to the Admissions Office by email at admissions@lacitykids.com before five days from the electronic delivery date and time of this contract, I am liable for the entire tuition for the school year regardless of whether my child actually enters in September 2020 or completes the academic year. No deduction, allowance, or refund will be made because of my child's absence, withdrawal, suspension, or dismissal. The same applies in the event that I enter this agreement after five days from the electronic delivery date and time of this contract; no cancellation will be permitted, and no deduction, allowance, or refund will be made.

8. Property

- a. CKLA takes no responsibility for Student's personal belongings or the cost or replacement thereof.

9. Rights

- a. CKLA may from time to time photograph, videotape, or quote students and/or their work in a variety of school-related activities for display or publication such as newsletters, notices to parents, bulletin boards, websites, and promotional material for CKLA. You hereby consent to such taking and use of such photographs, videotapes, quotes, and other recordings in any medium.

10. Force Majeure

- a. CKLA shall not be liable or responsible to you, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract, when and to the extent such failure or delay is caused by or results from acts beyond CKLA's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or act, riot, or other civil unrest; (d) actions, embargoes, or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; (f) compliance with any law or governmental order, rule, regulation, or direction, or any action taken by a governmental or public authority,

including but not limited to imposing an embargo, export or import restriction, quota, or other restriction or prohibition, or failing to grant a necessary license or consent; (g) epidemic or pandemic; or (h) any other event which is beyond the reasonable control of CKLA (each of the foregoing, a “Force Majeure Event”). If CKLA’s performance is affected by a Force Majeure Event, CKLA shall give written notice to you as soon as reasonably practicable after the occurrence of the Force Majeure Event.

- b. The occurrence of any Force Majeure Event shall not affect your obligation to pay tuition and fees as regularly scheduled.
- c. CKLA shall use reasonably diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause of the Force Majeure Event.

11. Enforceability

- a. To the extent that any portion of this Contract is determined to be invalid or unenforceable, that determination will not render any other portion invalid or unenforceable, and the balance of the Contract shall remain in full force and effect. I understand and agree that a decision by CKLA not to enforce its rights under this Contract in any particular situation will not constitute a waiver of those rights in any other situation.

12. Integration

- a. This Contract shall constitute the entire agreement between the parties regarding the 2020-2021 school year.

13. No Modification

- a. No other oral or written agreement shall in any way alter any provision of this Contract unless both parties consent to that alteration in a writing signed by both. Notwithstanding the foregoing, CKLA reserves the right in its sole discretion to unilaterally modify any of CKLA’s policies or fees, whether contained in the Parent Handbook, the Parent Covenant, or otherwise, upon at least 30 days’ written notice to you.

14. Governing Law

- a. California law (excluding its conflict-of-laws provisions) shall apply to this Contract.

15. Mandatory Arbitration of Claims

- a. Any dispute or claim arising under or relating to this Contract or its breach, including any dispute relating to the Student’s enrollment at CKLA or to the Student’s completion of the school year at CKLA, and including any dispute against any employee, director, volunteer, or agent of either party, shall be submitted to and decided exclusively by

binding arbitration in Los Angeles, California, in accordance with the Streamlined Arbitration Rules and Procedures (the “Rules”) of the arbitration service JAMS (which also shall administer the arbitration) which Rules are in effect at the time of filing. CKLA will email the rules to the parents or guardians upon request. The parties shall mutually agree on the single arbitrator who will hear the dispute and shall be entitled to reasonable discovery subject to the arbitrator’s discretion. If the parties are unable to agree on the arbitrator, the arbitrator shall be selected in accordance with the Rules. The arbitrator’s remedial power shall be the same as the remedial power a court would have over the dispute. The parties further agree that the arbitrator shall determine which party shall bear the costs and fees of the arbitration. Each party shall bear its own attorneys’ fees unless the arbitrator decides otherwise. The arbitrator’s award shall be final and binding, and judgment on the award may be entered in any proper court.

- b. This agreement to arbitrate is freely negotiated between the parties and is mutually entered into between the parties. Both parties fully understand and agree that they are giving up certain rights otherwise afforded to them by civil court actions, including but not limited to the right to a jury trial.

PARENT COVENANT

I understand that all members of the school community must behave in a way that supports the Mission and Core Values of CKLA. This obligation applies to my actions while I am on school property, at a school event, or engaging in any school-related activity, whether on or off campus. Thus, while a parent of a child enrolled at CKLA:

1. I will abide by CKLA school rules and policies.
2. I will support the mission and purpose of CKLA through my actions such as encouraging inclusion and embracing diversity.
3. I will actively communicate with other members of the school community openly, directly, promptly and constructively without resorting to gossip, rumor or anonymous or hostile communications.
4. I will model appropriate ethical behavior for my children and for other members of the CKLA community.
5. I will honor my financial commitments to CKLA whether they are required or voluntary.
6. I will commit to reading and responding to oral and written communication from the school in a timely manner.
7. I will support and abide by the security procedures of the school at all times.

PAYMENT SCHEDULES

- Schedule A.
 - 100% tuition paid before first day of enrollment for the school year;
 - Non-refundable
- Schedule B.
 - 60% tuition paid before the first day of enrollment for the school year;
 - 40% remaining tuition balance paid by May 1st, 2021;
 - Non-refundable
- Schedule C.
 - Month-to-month tuition payments due by the first of every month;
 - Security deposit required;
 - Security deposit is equal to one month's tuition;
 - A security deposit may rollover to the following enrollment year if Student is re-enrolled for the following year;
 - Security deposit is non-refundable
 - Non-refundable

I select _____ for tuition payments for the 2020-2021 school year at CKLA.

SIGNATURE

I have read, understand, and agree to all terms and conditions of this Contract. I am the parent or legal guardian of the student named above. I also understand that all parents, guardians, and guarantors signing this Contract are jointly and severally responsible for all tuition and related fees for the student named above.

Subject to the acceptance of this Enrollment Contract by CKLA, I/We hereby accept the 2020-2021 place at City Kids LA School for the Student and have indicated our acceptancy by way of signature below:

1st Parent/Guardian:

Date:

2nd Parent/Guardian:

Date:

Signature(s) of Parent(s) or Guardian(s) note: both parents or all guardians must sign above, unless a different arrangement has been made in writing with CKLA.

COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

1. I agree that I am personally responsible for my safety and actions and the safety and actions of my child(ren) while enrolled at City Kids LA, LLC (CKLA). I agree to comply with all CKLA policies and rules, including but not limited to all CKLA policies, guidelines, signage, and instructions. Because CKLA is open for use by other individuals and children, I recognize that my child(ren) and I are at higher risk of contracting COVID-19. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, dependent children, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue City Kids LA, LLC, its owners, its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or sustained by me or my child(ren) related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using the CKLA, or otherwise, while attending CKLA, participating in any activity while in, on, or around CKLA and/or while using any CKLA facilities, equipment, or materials.
2. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the CKLA facilities, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise related to COVID-19.
3. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in having my child(ren) attend CKLA to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully

competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. By signing this agreement, I represent and affirm that I have the authority to enter into this agreement on behalf of myself and my child(ren). I agree that this Wavier of Liability shall be governed by and construed in accordance with California law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole.

I have read, understand, and agree to all terms and conditions of this COVID-19 Waiver of Liability and Indemnification Agreement:

1st Parent/Guardian:

Date:

2nd Parent/Guardian:

Date: