



PAGE ACADEMY

(Incorporated)

ADMISSIONS AGREEMENT

Date: _____ Student Name: _____

(Last) (First) (MI)

Mother/Guardian: _____

(Last) (First) (MI)

Father/Guardian: _____

(Last) (First) (MI)

Campus Location: _____

Enrollment Period: Start: _____ End: _____

1. Scope of this Agreement: This is a legally binding contract between Page Academy and You, the above identified Parent(s)/Guardian(s), only. This Agreement is for the benefit of your Student, identified above, and is not intended to confer any implied or express rights on any other third party not identified in this document.

This Agreement covers only one (1) academic year or the Enrollment Period stated above, whichever is shorter, and shall automatically terminate at the end of the academic year or Enrollment Period, whichever occurs first. Page Academy, in the exercise of its sole and absolute discretion, may offer to renew this Agreement for subsequent academic years upon receipt of a fully executed re-enrollment agreement and payment of both the re-enrollment fees and tuition deposit, as set forth in the renewal package typically mailed to parents prior to the end of the academic year. However, nothing in this Agreement should be construed as creating an obligation on the part of Page Academy to offer re-enrollment to your Student during a subsequent academic year.

As set forth below, the tuition and fees that You agree to pay to Page Academy will be in exchange for the Core Educational Curriculum services offered at or through the Campus Location named above and does not create any obligation on the part of Page Academy to provide other services to your Student that may be offered at or through another Page Academy location.

This Agreement does not include any extra-curricular activities, whether offered by Page Academy or a third party. Furthermore, all personal costs incurred by the Student, including, but not limited to, uniforms, books, lunches, field trips, school supplies, and items required to meet the guidelines set forth in the Page Academy Parent & Teacher Handbook, are excluded from this Agreement. As a result, You may be required to pay additional fees, outside of this Agreement, to cover the cost of your Student's education.

Page Academy may, from time to time, voluntarily subsidize all or part of an extra-curricular activity or personal cost at its sole discretion, but such actions should in no way be construed as a modification of this Agreement and Page Academy will have no obligation to cover such costs in the future.

2. Tuition and Fees: In order to reserve a spot for your Student at the Campus Location identified above, You hereby agree to pay a non-refundable enrollment fee of \$ _____ immediately upon execution of this agreement.

If the Student's application is accepted and Page Academy agrees to admit your Student during the Enrollment Period set forth above, then You agree to pay Page Academy a tuition fee in the amount of \$ _____ / _____. The procedures and due dates for payment of tuition are set forth in the Page Academy Parent & Student Handbook.

All tuition and fees received by Page Academy pursuant to this Agreement are non-refundable. This means that even if your Student leaves Page Academy during the Enrollment Period and seeks educational services elsewhere, You may not receive a refund.

All tuition and fees are due by the first of the month, and to be paid no later than the 10th of the month. All delinquent accounts shall be subject to a bookkeeping charge plus a late fee of one and one-half percent (1.5%) per month until paid. All payments returned unpaid shall be subject to a special handling charge.

3. **Incorporation by Reference:** The Page Academy Parent & Student Handbook, the Student's Pre-Admission Health History Report, the Report of Health Check-up for School Entry, the California School Immunization Record, the Identification and Emergency Information Sheet, the Teacher Information Sheet, and the Parental Consent to Treatment of Minor are, by this reference, incorporated herein and their terms and conditions made part of this Agreement.

You hereby warrant and guarantee that all of the information provided to Page Academy in the above referenced reports and records is true and correct as of the date of this Agreement. If any of the information changes after this Agreement is executed, You must notify Page Academy immediately. Page Academy will not be responsible for verifying any of the information in the above referenced reports and records. As such, You agree not to hold Page Academy liable for reasonably acting or relying upon any information supplied by You or your agents and representatives.

4. **Illness of Student:** To protect the health and safety of your Student's classmates and teachers, your Student will not be allowed on campus when he or she exhibits obvious symptoms of illness, such as fever or vomiting. If such symptoms develop while your Student is present on campus, You may be required to pick up your Student and keep them away from the campus until a licensed medical doctor declares that your Student is healthy enough to return to school and poses no threat to others. Page Academy may, at its sole discretion, decline to re-admit your Student if he or she has been absent from school because of an illness or is reasonably believed to have been exposed to a contagious disease.

5. **Termination of Enrollment:** Because Page Academy hires its faculty and staff based upon the expectation that your Student will be enrolled for an entire academic year, which typically starts in August and ends in June of the following year, Page Academy will incur certain damages and costs, which cannot be accurately calculated, if your Student ceases to be enrolled at the Campus Location during the term of the Enrollment Period set forth in this Agreement. Therefore, the tuition fee set forth above shall not be subject to any reduction, offset or credit of any kind, whatsoever, if the Student fails to attend Page Academy for any length of time and for any reason during the Enrollment Period, unless Tuition Assurance is purchased at time of enrollment.

However, this Agreement may be terminated, at any time, if Page Academy, in the exercise of its sole and absolute discretion, determines any of the following: (1) that Page Academy cannot adequately meet the needs of You or your Student; (2) that the conduct of You or your Student disrupts or harms the teaching environment; or (3) the Student, You, or anyone subject to your control violates the terms of this Agreement or the Page Academy Parent/Student Handbook.

A third party will be deemed to be "subject to your control" if they are related to You or your Student, present at the Campus Location for the benefit of You or your Student, or your agent, employee, or legal representative. This list is not exhaustive and Page Academy reserves the right to include other persons within this definition without prior notice to You.

6. **Character and Discipline:** Page Academy prides itself on the integrity and good moral character of its students and endeavors to reinforce these qualities whenever possible. By signing this agreement, You represent that your Student is amenable to reasonable discipline by the faculty and staff of Page Academy, as necessary, to teach and reinforce these principles. If Page Academy determines that substantial disciplinary action is warranted, such as suspension or expulsion, You will be notified and instructed to pick up your Student immediately. If disciplinary action is deemed necessary while your Student is attending an activity or extra-curricular activity away from the above Campus Location, You will be responsible for all additional transportation costs required to return your Student to your care and custody.

7. **Academic Records:** All of the Student's academic records generated during the Enrollment Period are the property of Page Academy. As such, Page Academy will have no obligation to release any of your Student's academic records to any person or entity at any time while You are deemed by Page Academy to be in violation of this Agreement or the policies set forth in the Page Academy Parent & Student Handbook. However, if You fulfill your obligations under this Agreement and your account is current, Page Academy will forward copies of your Student's academic records to any person or entity You authorize in writing to receive the academic records. Academic records will be sent to the authorized person or entity within thirty (30) days after Page Academy receives a written request signed by You.

8. **Field Trips:** You will be notified of all field trips at least two (2) work days in advance and unless You give written notice to Page Academy that your Student is not allowed to participate, the execution of this Agreement shall be deemed sufficient to generally authorize Page Academy to arrange for the Student's transportation to and from, and participation in, any field trips. Page Academy has the sole and absolute discretion to allow participation in field trips and may refuse to allow your Student to attend for any reason, including, but not limited

Please Initial: _____

to: (a) lack of written authorization from You; (b) lack of current emergency contact information; (c) unpaid fees or tuition; and/or (d) discipline enforcement.

All field trips offered by or through Page Academy are completely voluntary and your Student is not required to attend. Some field trips may require an additional fee to be paid by You before your Student will be allowed to participate. You will be notified about these additional fees in advance and You will be given an opportunity to inform Page Academy that your Student will not be participating. However, if the additional fees are not paid by You in advance of the field trip and your Student does participate, Page Academy will have the right to add the additional fee to your account and charge interest of one and one-half percent (1.5%) until paid in full.

IF YOUR STUDENT PARTICIPATES IN A FIELD TRIP OR OTHER EXTRA-CURRICULAR ACTIVITY OFFERED BY OR THROUGH PAGE ACADEMY, WITH OR WITHOUT YOUR CONSENT, YOU AGREE TO WAIVE ANY AND ALL CLAIMS AGAINST PAGE ACADEMY AND ITS EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS FOR ANY INJURY, ACCIDENT, ILLNESS OR DEATH OCCURRING DURING OR BY REASON OF THE FIELD TRIP OR EXTRA-CURRICULAR ACTIVITY, EXCEPT THOSE CLAIMS WHICH ARISE OUT OF THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF PAGE ACADEMY, ITS EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS.

9. Pre-School Students Only: Pursuant to Title 22, California Administrative Code section 80044, the California Department of Social Services has the authority to do any of the following with respect to your Student: (a) Privately interview the Student; (b) Observe the physical condition of the Student; (c) Have a licensed medical professional physically examine the Student; (d) Inspect and audit any of Page Academy's records relating to the Student without your prior consent. By executing this agreement You hereby acknowledge receipt of Page Academy's Statement of Personal Rights as required by Title 22, California Administrative Code section 80072.

10. Sign-In and Sign-Out Procedure All Pre-School Students: Your Student shall not be admitted to Page Academy unless there is a contact between the person bringing the Student to the pre-school and an authorized representative of Page Academy, such as an administrator, teacher or teacher's aide. The person bringing the Student to the pre-school shall remain with the Student until he or she is accepted and acknowledged by an authorized representative of Page Academy. Either before or immediately after transferring custody of the Student to Page Academy, the person bringing the Student to the pre-school shall sign the Student in for that day, with a full legal signature, and note the time of arrival on the sheet provided.

The Student may only be removed from the care and custody of Page Academy by You or the person(s) You expressly authorize in writing. The person picking up the Student shall sign the Student out with a full legal signature, and note the time on the sheet provided. The person(s) You authorize to pick up your Student should be prepared to show a government issued picture identification card or license upon arrival to the school.

11. Late Drop-Off and Late Pick-Up of Students: You are solely responsible for ensuring that your Student is transported to the Campus Location and that he or she arrives in time to be present in class at the start of normal school hours, which may vary by location. If earlier attendance is required due to a field trip or other extra-curricular activity, you will be notified of the required drop-off time at least two (2) work days in advance. If your Student arrives late and, as a result, is unable to participate in a field trip or extra-curricular activity, You may not receive a refund of any fees paid for that particular activity.

Late attendance in class will be recorded and may result in disciplinary action. In extreme circumstances, repeated late attendance and/or absence from class may result in notification being sent to various government agencies as required by law.

You are solely responsible for picking up your Student no later than the close of normal school hours. Any parent picking up their Student after 6:30 p.m. will be assessed an additional Late Pick-Up Fee. This fee is to be paid directly to the teacher on duty at the time the Student is picked up, at the rate of \$1.00 per-minute. Page Academy will have the right to add the Late Pick-Up Fee to your account and charge interest of one and one-half percent (1.5%) if not paid in full at the time of pick-up.

Page Academy understands that unforeseen circumstances and forces beyond your control may, from time to time, cause You to pick up your Student after normal school hours. Thus, Page Academy reserves the right to impose or waive the Late Pick-Up Fee on a case-by-case basis. However, should Page Academy choose to waive the Late Pick-Up Fee in a particular instance, such action should not be construed as a waiver of this section for the remainder of the Enrollment Period and Page Academy expressly reserves its right to impose the Late Pick-Up Fee for subsequent occurrences as it deems fit.

Please Initial: _____

12. **Entire Agreement:** This Agreement and the documents incorporated herein by reference constitute the entire agreement between You and Page Academy. As such, this Agreement sets forth all promises and covenants made by or on behalf of each party to the other party, with respect to the services to be offered to the Student by Page Academy. Each party to this Agreement acknowledges that no other prior or concurrent representations, inducements, promises, or agreements of any kind have been made by either party, or anyone acting on behalf of either party, which are not contained in this Agreement, for the purpose of inducing the other party to execute this Agreement. As such, each party acknowledges that this Agreement has been executed only in reliance upon such promises and representations contained herein and no other prior or concurrent agreements, statements or promises relating to or arising from the admission of the Student at the Campus Location set forth above shall be valid or binding on the parties.

13. **Modifications:** Neither this Agreement, nor any term or provision thereof, may be waived, modified or amended, except by a written agreement, signed by both parties and even then, this Agreement will only be modified to the extent set forth in such written instrument. Any purported oral modification of this Agreement shall have no binding force or effect on either party.

Notwithstanding the foregoing, Page Academy reserves the right to make unilateral changes to its Core Educational Curriculum, extra-curricular programs, field trips, tuition rate, financial aid program, and fee schedule, at any time, in its sole and exclusive discretion. In the event that Page Academy increases your Student's tuition rate and/or fees, or reduces your Student's financial aid package, Page Academy shall give You thirty (30) days advance notice of any such changes before they are implemented during the Enrollment Period. If You do not accept the changes, You must notify Page Academy in writing prior to the expiration of the thirty (30) day deadline. In the event that You do not accept the changes, your Student will be denied further admission to Page Academy and this Agreement shall have no further force or effect.

14. **Notice:** Any notice required by this Agreement to be given to either party must be performed by one or more of the following: (a) personal delivery; (b) first class mail; (c) facsimile; or (d) electronic mail. All notices shall be deemed communicated and complete as of the date they are received.

15. **Binding Effect on Third Parties:** This Agreement shall inure to the benefit of and bind the successors and assigns of Page Academy and shall also be personally binding on and inure to the benefit of your heirs, executors, administrators, successors and assigns.

16. **Indemnification of Page Academy:**

BY EXECUTING THIS AGREEMENT, YOU AGREE TO INDEMNIFY, SAVE HARMLESS AND DEFEND PAGE ACADEMY, ITS EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS, TO THE FULLEST EXTENT ALLOWED BY LAW, AGAINST ALL LIABILITY ARISING FROM ANY FUTURE LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY YOU, YOUR STUDENT, OR ANY PERSON(S) UNDER YOUR CONTROL, AS WELL AS ANY LIABILITY ARISING OUT OF OR INCIDENT TO THE PERFORMANCE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ALL CONSEQUENTIAL DAMAGES WHETHER OR NOT CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF PAGE ACADEMY, ITS EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS.

17. **Binding Arbitration:**

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH THEREOF, WHICH EXCEEDS \$1,500, SHALL BE COMPLETELY DETERMINED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN EFFECT AT THE TIME THE DEMAND FOR ARBITRATION IS MADE, OR AS OTHERWISE AGREED TO IN WRITING BY THE PARTIES, PROVIDED, HOWEVER, THE ARBITRATION SHALL BE CONDUCTED BY A SINGLE NEUTRAL ARBITRATOR ("ARBITRATOR") AND THE ARBITRATOR SHALL HAVE NO POWER WHATSOEVER TO RENDER AN AWARD, WHICH (A) REWRITES OR IGNORES THE PLAIN MEANING OF THIS AGREEMENT; (B) IS NOT IN ACCORDANCE WITH CALIFORNIA LAW WITH RESPECT TO THE INTERPRETATION AND CONSTRUCTION OF WRITTEN INSTRUMENTS; AND/OR (C) INCLUDES ANY PUNITIVE OR EXEMPLARY DAMAGES. BY VOLUNTARILY AGREEING TO THIS EXCLUSIVE BINDING AND FINAL DISPUTE RESOLUTION PROCEDURE, THE PARTIES AGREE THEY ARE GIVING UP THEIR RIGHTS TO DISCOVERY AND TO A COURT OR JURY TRIAL. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION OVER THE PARTIES.

Please Initial: _____

18. **Attorney's Fees:** If any legal action or arbitration is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs of suit, in addition to any other relief, award, or judgment.

19. **Choice of Law:** This Agreement shall be enforced, interpreted and construed in accordance with the laws of the State of California, without regard to any conflicting state or federal laws.

20. **Jurisdiction:** In the event that any legal action or arbitration is commenced by either party to enforce the terms of this Agreement, or any controversy or claim arising out of or relating to this Agreement, the parties hereby agree that all such legal action or arbitration proceedings shall only be commenced in Orange County, California and such county shall be deemed the proper forum for any such legal action or arbitration.

21. **Photography/Video Release:** From time to time, your Student may be photographed or recorded while present at the Campus Location or while participating in a field trip or other activity conducted by or through Page Academy. By executing this Agreement, and on behalf of your Student, You agree that any and all photographs, recording, images and/or likenesses of your Student created during the Enrollment Period by or on behalf of Page Academy shall be the sole property of Page Academy, including all associated licenses and copyrights. Additionally, Page Academy has the right to use any of these photographs, recording, images, and/or likenesses in its promotional literature, advertising, website, or other publically available media, without providing You or your Student any form of compensation. Page Academy has the utmost respect for the privacy of its Students and will consider all reasonable requests made by You to refrain from using your Student's image on a case-by-case basis.

22. **General Release of Liability:** By executing this agreement, You acknowledge and understand that no activity, piece of equipment, property or location is 100% safe and without any risk of injury, including school buildings, vehicles, playgrounds, sidewalks, and parking lots. Likewise, there is no amount of supervision that will completely protect any person, including your Student, from his or her own conduct or the wrongful conduct of third parties. While Page Academy always endeavors to create a safe environment for You and your Student, not all risk of harm can be anticipated or avoided.

AS SUCH, WHILE YOU OR YOUR STUDENT IS PRESENT ON ANY PROPERTY OWNED OR CONTROLLED BY PAGE ACADEMY, USING EQUIPMENT OWNED OR CONTROLLED BY PAGE ACADEMY, OR PARTICIPATING IN ANY ACTIVITY OFFERED BY OR THROUGH PAGE ACADEMY, YOU, ON BEHALF OF YOURSELF, YOUR STUDENT, AND YOUR HEIRS, HEREBY AGREE TO WAIVE ANY AND ALL PAST, CURRENT, AND FUTURE CLAIMS AGAINST PAGE ACADEMY, ITS EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS FOR ANY INJURY, ACCIDENT, ILLNESS OR DEATH WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM SUCH PRESENCE, USE OR PARTICIPATION, TO THE FULLEST EXTENT PERMITTED BY LAW.

THIS MEANS THAT YOU, YOUR STUDENT, AND YOUR HEIRS WILL HAVE NO CLAIM FOR DAMAGES EVEN IF YOU OR YOUR STUDENT ARE PERSONALLY INJURED AS THE RESULT OF COMMON NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, OF PAGE ACADEMY AND ITS EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS. HOWEVER, THIS RELEASE IS NOT INTENDED TO LIMIT OR COMPROMISE ANY CLAIM YOU OR YOUR STUDENT MAY HAVE AGAINST ANY THIRD PARTY.

23. **Severability:** If any portion of this Agreement is deemed to be unenforceable, contrary to public policy, illegal, or otherwise without force, only the offending portion shall be severed from this Agreement and the remaining terms and conditions shall remain in full force and effect.

24. **Medical Treatment Authorization:** By executing this Agreement, You also intend that this document qualify and act as a caregiver authorization affidavit under Section 6550 et seq. of the California Family Code. As such, while your Student is in the care and custody of Page Academy, You hereby authorize Page Academy and its employees, officers, directors and agents to make all emergency and non-emergency healthcare decisions and execute all related documents, including, but not limited to, insurance and waiver forms, the right to approve or decline medical, surgical, diagnostic tests, hospitalization, health care, personal care services in any situation in which You are unavailable or incapable of making or communicating a decision with regard to your Student's medical care. You also grant permission to Page Academy to administer First Aid, arrange for medical care and treatment in case of a medical emergency, employ and discharge physicians and other healthcare personnel to examine, diagnose, and treat or secure proper treatment for your Student as they shall determine is proper and

Please Initial: _____

reasonably necessary under the circumstances in consultation with the appropriate medical professionals. A photocopy of this Agreement shall be as valid and may be accepted as the original.

No third party shall have any liability to You or your Student for relying on this document in good faith or providing services to your Student based on the authority granted to Page Academy by this document.

YOU HEREBY RELEASE AND DISCHARGE PAGE ACADEMY AND ITS EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS FROM LIABILITY TO YOU, YOUR STUDENT, OR YOUR HEIRS FOR ANY AND ALL LOSSES, DAMAGES, AND EXPENSES AND ANY INJURY TO PERSON OR PROPERTY, INCLUDING LOSS OF LIFE RESULTING FROM OR RELATED TO THIS MEDICAL TREATMENT AUTHORIZATION AND THE RIGHTS CONFERRED HEREIN.

You also understand that You will remain personally liable for the payment of all expenses incurred for the medical treatment received by your Student, regardless of whether You provide prior approval. You knowingly and freely assume all risks, known and unknown, associated with this Medical Treatment Authorization, even if arising from the negligence of Page Academy or others, and assume full responsibility for any and all injuries or expenses that You or your Student may incur.

I/We the undersigned parents, guardians or legal representative of the Student named above, hereby accept the above terms and freely execute this Agreement on behalf of ourselves and our Student, for good and valuable consideration as described herein.

Signature of Parent/Guardian _____ Date: _____

Signature of Parent/Guardian _____ Date: _____

Page Academy hereby accepts the terms of this Agreement and will admit the Student named above during the Enrollment Period.

Signature of Page Academy's Authorized Agent: _____