

**MONTECITO PRESCHOOL  
2009-2010 ADMISSIONS AGREEMENT**

1. Basic Services

This 2009-2010 Admissions Agreement ("Agreement") is by and between Montecito Preschool, Incorporated, a California Corporation (the "Preschool"), 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 Preschool. This Agreement is for the specific "Term" as defined herein.

The Preschool is a California Corporation licensed by the State of California ("Licensed Preschool") that provides developmental learning programs to young children who may benefit from these programs, regardless of religious preference, race, nationality or creed. The Preschool 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 September 3, 2009 and terminate on June 11, 2010 ("Term").

4. Enrollment Requirements

To satisfy the Preschool's enrollment requirements for the 2009-2010 school year, 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) 2009-2010 Admissions Agreement;
- b) Application for Enrollment; and
- c) All applicable enrollment fees (pursuant to applicable Schedule of Classes and Fees)

The "time of enrollment" is defined as the date on which the Parent(s) submit(s) to the Preschool 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 2009-2010 Schedule of Classes and 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 Preschool to cover the cost of processing Parent's(s')/Child's enrollment. Parent(s) agree(s) to pay the non-refundable Deposit at the time of enrollment, as described in this Agreement and in all documents attached hereto. The Deposit becomes 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 Preschool. If Parent(s) doesn't/don't return a signed original of this Agreement to Preschool by the enrollment deadlines designated by Preschool, Preschool will fill the classroom space held for Enrollee/Child and will only refund fifty percent (50%) of Parent's(s') Deposit.

Parent(s) acknowledge(s) receipt of and agree(s) to abide by the attached Schedule of Classes and Fees and to pay all fees associated with, but not limited to, applications, Monthly Tuition, Deposits, Extended Care/Enrichment, Late Pick-up, Punch Cards, after-school classes, and special programs (collectively "Fees"). Parent(s) agree(s) to pay all assessed Fees accrued each month on time and as detailed in the attached Schedule of Classes and Fees and in this Agreement. Parent(s) acknowledge(s) and agree(s) that statements are a courtesy, that the Preschool 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 Preschool. However, Parent(s) understand(s) that he/she/they may request a statement from Preschool at any time. Late payment service charges will be assessed for all payments received after the fifth (5th) day of the month in which the payment is due, as described in the attached Schedule 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.

#### 6. Monthly Tuition

Parent(s) shall pay each monthly tuition payment ("Monthly Tuition") for the 2009-2010 school year according to the attached Schedule of Classes and Fees. Except for the Deposit paid at the time of 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 nine (9) monthly tuition payments annually, starting with the monthly tuition for September, 2009. Due to the prepaid Deposit, no June 2010 additional monthly tuition shall be payable. If payment of Monthly Tuition is in arrears for more than 30 days, the Enrollee(s) will not be permitted to attend school 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, pursuant to Section 5 above.

#### 7. Termination

(a) Termination Without Cause. At any time during the Term of this Agreement, the Preschool may terminate the Enrollee(s)'s enrollment and this Agreement without cause and for any lawful reason that the staff and administration of the Preschool deems necessary, including, but not limited to, termination for developmental reasons, as qualified by and/or determined at the sole discretion of the Preschool. Upon such early termination without cause by the Preschool, any remaining tuition amount due for the final month of attendance will be pro-rated by the Preschool up through the termination date and refunded to Parent(s). In addition, upon such early termination, fifty percent (50%) of the Monthly Tuition shall be refunded to the Parent(s).

(b) Termination for Cause. At any time during the Term of this Agreement, the Preschool 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 Preschool, no portion of the Deposit paid at the time of enrollment shall be refunded or be applied to Tuition and/or any outstanding balance due.

(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 Preschool. Upon expiration of the 30-day period set forth in such termination notice, the Parent(s) shall have no responsibility for the payment of Tuition for the remainder of the school term or for the remainder of the Term of this Agreement, not including additional monthly Fees owed to Preschool pursuant to the attached Schedule of Classes and Fees or any unpaid balances owed for services provided. The remaining Tuition amount due will be pro-rated by the Preschool up through the 30-day termination date. Upon such early termination by Parent(s), no portion of the Deposit paid at the time of enrollment shall be refunded or be applied to Tuition or other Fees due and payable at that time. However, 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 and will not become due.

#### 8. Parent/Staff Relations

Parent(s) agree(s) to abide by all reasonable Preschool 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 Preschool. The Preschool reserves the right to change its policies and procedures at its sole discretion. Parent(s) agree(s) to participate in periodic telephone and in-person conferences

with the Preschool's teachers and/or the Preschool's Director to discuss issues related to the Enrollee(s) at the Preschool.

Parent(s) shall communicate to the Preschool in writing or by phone with regard to any events concerning the Enrollee(s) that the Preschool'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 Preschool control communicable diseases by keeping the sick Enrollee(s) at home and contacting the Preschool at once if the Enrollee(s) develop(s) a communicable disease. The Enrollee(s) will not be allowed to attend 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, 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), and/or vomiting within the past 24 hours. It is not necessary to call the Preschool 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 Preschool a completed health form ("Physician's Report") that documents immunizations and is signed by a physician for admittance to 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 school.

10. Licensing Requirements

California has adopted laws to protect the interests of the enrollees of Licensed Preschools. 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 Preschool as a Licensed Preschool 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 (submit new sheet for each enrollee every year in July);
- d) Teacher Information Sheet (submit new sheet for each enrollee every year in July);
- 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; updated upon request);
- g) Disaster Information Card for each Enrollee (submit new card for each enrollee every year in

- September);
- h) Disaster Information Booklet (updated Booklet provided by Preschool every school year);
- i) Parent Handbook (updated Handbook provided by Preschool 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 Preschool and will sign the back of the California School Immunization Record form, which is available in the Preschool's main office.*

Parent(s) is/are not required to submit the completed and/or signed documents listed above to the Preschool more than once for the same Enrollee during the same year, such as for the regular school year and for summer school 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 Preschool may have designated to the sender by like notice):

PARENT(S):

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

PRESCHOOL:

Montecito Preschool  
 1468 Grant Road  
 Los Altos, CA 94024

13. 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 Preschool, 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 Preschool, Inc. reserves the right to change its policies and procedures at its sole discretion.

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

**PARENT(S)**

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

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

**MONTECITO PRESCHOOL, INC.**

By: \_\_\_\_\_  
 Erin K. Mobley, Director

Attachments:  
 2009-2010 Schedule of Classes and Fees  
 2009-2010 Application for Enrollment