

MONTECITO PRESCHOOL, INCORPORATED
2009 SUMMER SCHOOL ADMISSIONS AGREEMENT

1. **Basic Services:** This 2009 Summer School Admissions Agreement ("Summer Agreement") is by and between Montecito Preschool, Incorporated, or Montecito School, Incorporated, a California Corporation ("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)") in the 2009 Summer School program ("Summer School") at the Preschool.

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 Summer Agreement shall commence on June 23, 2009 and terminate on August 14, 2009 ("Term").

4. **Enrollment Requirements:** To satisfy the Preschool's enrollment requirements for Summer School, 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 Summer School Admissions Agreement;
- b) Summer School Application for Enrollment; and
- c) All applicable enrollment fees (pursuant to Summer School 2009 Schedule of Classes & Fees)

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

5. **Fees:** For the purposes of this Summer Agreement, all references to "Schedule of Classes and Fees" shall include the information described in the Summer School 2009 Schedule 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 Schedule 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 Schedule of Classes and Fees and agree(s) to pay the Summer School 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 School tuition fees become non-refundable and Parent's(s')/Child's enrollment is complete at the time of enrollment and once Parent(s) has/have signed this Summer Agreement and returned a signed original to Preschool. If Parent(s) doesn't/don't pay the Summer School 2009 enrollment fees and return a signed original of this Summer Agreement to school at the time of enrollment, Preschool will fill the classroom space held for Enrollee/Child and will only refund Parent's(s') Summer School tuition, if such tuition has already been paid.

Parent(s) acknowledge(s) 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, Summer School Tuition, Application Fee(s), Drop-In/Enrichment, late pick-up, punch cards, after-school classes, and special programs and camps (collectively "Fees"). Parent(s) agree(s) to pay all assessed Fees accrued on time and as detailed

in the attached Schedule of Classes and Fees and in this Summer 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) 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 are addressed in the 2008-2009 Admissions Agreement and are described in this paragraph. These service charges apply to all outstanding Fees owed other than Summer School 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, late payment service charges will be assessed for all 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 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 School, the Enrollee(s) will not be permitted to attend Summer 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.

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 School Tuition and all applicable or related fee(s) for the 2009 Summer School term. These Summer School fees do not include additional Fees and charges assessed pursuant to Section 5 above and in the 2008-2009 Admissions Agreement and/or in the 2008-2009 Schedule of Classes and Fees. If Parent(s) enroll(s) more than one (1) child for Summer School 2009, Parent(s) shall receive a 5% sibling discount on the total Summer School Tuition and Application Fee(s) due for all children. If Parent(s) enroll(s) for the entire Summer School Term, for all eight (8) weeks, Parent(s) shall receive a 10% all summer discount on the total Summer School Tuition and Application Fee(s) due for all children. This all summer discount applies to the Summer School Tuition and Application Fee(s). If Parent(s) enroll(s) his/her/their children so as to receive both discounts for Summer School 2009 enrollment, then Parent(s) shall receive a total of 15% discount off the total Summer School Tuition and Application Fee(s) due for all children.

7. Termination:

(a) Termination Without Cause: At any time during the Term of this Summer Agreement, the Preschool 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 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, the tuition amount paid for Summer School 2009 enrollment shall be pro-rated by the Preschool 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 Preschool cancels any Summer School class(es) 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 class(es), unless Parent(s) decide(s) to switch his/her/their Enrollee(s)/Child(ren) to another/other available class(es).

(b) Termination for Cause: At any time during the Term of this Summer Agreement, the Preschool may terminate this Summer Agreement for cause, such as, but not limited to, upon default or breach of this Summer 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 tuition and/or Application Fee(s) paid for 2009 Summer School enrollment shall be refunded or be applied to other unpaid Fees or an 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 Preschool. Upon such early termination, no portion of the tuition and/or Application Fee(s) paid for the 2009 Summer School enrollment shall be refunded to Parent(s) or be applied to other unpaid Fees or an outstanding balance on Parent's(s') account due at that time. Such early termination does not include and will not affect additional monthly Fees owed to Preschool pursuant to the 2008-2009 Schedule of Classes and Fees or any unpaid balances owed for

services already provided. If Parent(s) give(s) such termination notice to Preschool before the first day of Summer School, no portion of the tuition and/or Application Fee(s) paid for the 2009 Summer School enrollment shall be refunded to Parent(s) or be applied to other unpaid Fees or an outstanding balance on Parent's(s') account due at that time.

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. Upon Parent's(s') or Preschool's request during Summer School, Parent(s) agree(s) to participate in 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 & 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) classes, 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 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):

<u>PARENT(S) NAME & ADDRESS:</u>	<u>SCHOOL'S NAME & ADDRESS:</u>
_____	Montecito Preschool
_____	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 Preschool, 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 Preschool, Inc. reserves the right to change its policies and procedures at its sole discretion.

This Summer Agreement is made this _____ day of _____ 2009.

PARENT(S) Signature _____ Relationship to Enrollee(s): _____
 Signature _____ Relationship to Enrollee(s): _____

MONTECITO PRESCHOOL, INC. By: _____
 ERIN K. MOBLEY, Director

Attachments:
 Summer School 2009 Schedule of Classes and Fees
 Summer School 2009 Application for Enrollment
 Summer School 2009 Description of Themes (School-wide themes and Summer Camp themes)