

**Montessori School of San Clemente  
ADMISSION AGREEMENT 2018-2019**

This Admission Agreement (herein referred to as "Agreement") is entered into between **Montessori School of San Clemente** located at 1141 Puerta Del Sol, San Clemente, CA 92673 (herein referred to as the "School") and

\_\_\_\_\_ (herein referred to as "Parent"). Parent is either the parent or legal guardian of the Student whose name is listed below. ***This agreement is for the entire school calendar year, which runs from September 1<sup>st</sup> 2018 through to August 31<sup>st</sup> 2019. By signing this Agreement, the School and Parent agree to the terms and conditions contained in this Agreement.***

**Student's Name:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Parent or Guardian:** \_\_\_\_\_

**Relationship:** \_\_\_\_\_

**A BASIC SERVICES PROVIDED BY THE SCHOOL** – The School operates under the regulations and guidelines set forth by Community Care Licensing. The Parent desires to enroll the Student in one of the School's Programs and the School agrees to provide the following basic services:-

- 1) School will assume responsibility for the Student once the Student has been signed in by the Parent. The School will retain responsibility of the Student until the Parent or other adult designated by the Parent signs out the Student.
- 2) School regrets that no over the counter medications will be administered to the Student, except in circumstances detailed in the Parent Handbook. All prescriptions will only be administered to the Student with prior written consent from the Parent which will include written directions of use by the Student's physician.
- 3) If necessary, the School's staff will administer first aid to the Student and if, in the judgement of the staff, further medical attention is required, the Parent will be contacted. Paramedics or other emergency services will be called in the event of an emergency. The Parent will be contacted as soon as reasonably possible if emergency services are required.
- 4) If the Student becomes ill while at School, he or she will be isolated and given appropriate care until picked up by the Parent or authorized person within one hour of notification.
- 5) School's staff will make every effort to safeguard personal belongings brought to School by the Student but shall not be responsible for lost or damaged items.
- 6) Director or any other staff member of the School will report to Community Care Licensing, Child Protective Services or the Police Department as required by the state, any suspicion of child abuse, sexual or otherwise, neglect or endangerment of which they become aware.

**B OBLIGATIONS AND RESPONSIBILITIES OF PARENT OR GUARDIAN** – Parent understands the importance of following the guidelines set forth in the Parent Handbook as well as the obligations and responsibilities outlined below:

- 1) Parent will furnish the School with the requested medical information prior to the first day of school.
- 2) Parent will sign the Student in each morning upon arrival and sign out when the Student departs from the School.

- 3) Parent will notify the School, in writing, when someone other than those named on the emergency list will be picking up the Student.
- 4) Parent will provide the Student with a nutritious and balanced lunch keeping in mind the School has a low sugar policy or will enroll their child in the Schools lunch program.
- 5) Parent will ensure that the Student is dressed and groomed appropriately when brought to school, as outlined in the Parent Handbook.
- 6) Parent will notify the School if the Student is absent by calling the School by 9am.
- 7) Parent will attend School Parent/Teacher Conferences when asked to do so by the School staff.
- 8) In the case of custody agreements between parents and/or legal guardians, which stipulate specific visitation agreements between parties, please provide the School with a legal Court document that has been signed by a Judge with an official Court seal.

**C TERMINATION OF THE AGREEMENT** – This Agreement will be terminated if any one or more of the following conditions occur:-

- 1) The School calendar year has come to an end and the Student has not been re-registered.
- 2) Student disregards or does not abide by the rules and regulations of the School.
- 3) School determines that the Student’s conduct or performance demonstrates an unwillingness or inability to be productive while attending School.
- 4) Parent fails to cooperate with the School or disregards or does not abide by the rules and regulations of the School.
- 5) School determines that the continued enrollment of the Student in the School is not in the best interests of the Student or the School.
- 6) School determines that the continued involvement of the Parent with the School is not in the best interest of the Student or the School.
- 7) In exercising its discretion regarding termination of this Agreement, the School may require the Student and/or the Parents to attend conference(s) with School personnel regarding the matters that potentially warrant termination of this Agreement. The Parent may also request a conference(s) with School personnel regarding the matters that potentially warrant termination.
- 8) School’s Director and staff shall have the sole right and responsibility to determine any disputed factual matters regarding termination of this Agreement.
- 9) Other reasons as determined at the sole discretion of the School.
- 10) Re-enrollment of the Student shall be at the sole discretion of the School’s Director.
- 11) **All enrollment, registration and material fees are non-refundable. If Parent desires to withdraw Student from the program prior to the end of this Agreement, the Parent is required to provide the School with a thirty (30) day written notice advising of the Student’s last day of school. Unpaid tuition shall continue to be due and payable notwithstanding any early withdrawal regardless of the reason until the last day the Student attends School or until thirty (30) days after Parent delivers written notice to the School, whichever is later.**

**D TUITION PAYMENTS, OTHER FEES AND CHARGES** – The Parent is responsible for payment of tuition, other fees and charges as follows:-

- 1) Tuition is due on the 20<sup>th</sup> day of each month, for the following month of care.
- 2) All tuition will be collected by Tuition Express. There is no charge for payments processed via ACH checking account. Credit card processing will attract a 2% fee.
- 3) Any payment returned unpaid, due to insufficient funds or stopped payment will attract a \$25 charge.

- 4) If tuition remains outstanding, the Student may be dropped from the School and the School reserves the right to fill the vacancy with another student.
- 5) Tuition is due monthly in full regardless of school absences for any reason, including sick days, vacations or holidays. For two (2) weeks during the summer session, the student may elect not to attend and will not be charged for those weeks.

**E AMENDMENT OF THIS AGREEMENT** – No provision of this Agreement shall be amended, revoked or waived except by an instrument in writing signed by both the School and Parent. Notwithstanding the foregoing, the School shall have the absolute right to amend, revoke or waive any provision in the Parent Handbook providing thirty (30) days notice, without the consent of the Parent and, in such event, Parent agrees to comply with any such amendment, revocation and/or waiver. In the event of any conflict between this Agreement and the Parent Handbook, this Agreement shall control.

**F COMMUNITY CARE LICENSING AND CHILD PROTECTIVE SERVICES RIGHT TO INTERVIEW AND AUDIT**  
 - School and Parent are aware of the State of California, Community Care Licensing (CCL) and Child Protective Services (CPS) right to interview Student and audit records maintained by the School without securing the prior consent of Parent. CCL and CPS have the authority to observe the physical condition of the Student and, at their sole discretion, may request the Student be examined by a licensed medical professional. The local law enforcement agency will be contacted if School, CCL or CPS deem necessary.

**G GOVERNING LAW AND ATTORNEY FEES** – This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. In the event any action is initiated to enforce or determine the rights or duties of either party hereto arising out of the terms of this Agreement, the prevailing party shall recover reasonable attorney’s fees and costs through all levels of any action incurred in such proceeding, including, without limitation, trial court, appeals and bankruptcy proceedings.

**H ACCEPTANCE OF THIS AGREEMENT BY PARENT** – By signing this Agreement, the School and Parent agree to all of the terms and conditions herein and understands this Agreement is for the entire School Calendar Year which commences September 1 2018 to August 31 2019. Parent agrees to cooperate with the general policies of the School, to perform the obligations of Parent as set forth in this Agreement and to abide by the rules, regulations and the Parent Handbook as provided by the School. Parent(s) signature below indicates that Parent has read and understands all of the provisions mentioned herein. It further indicates that Parent has had this material explained and that all questions have been satisfactorily answered.

Signature of Father/Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Mother/Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**ACCEPTANCE OF THIS AGREEMENT BY Montessori School of San Clemente**

Director: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_