A Children's Garden

2241 Whisper Wind Drive, Encinitas, CA 92024. (760) 942-2327
1421 Burgundy Road, Encinitas, CA 92024. (760) 436-5370
152 Grapevine Road, Vista, CA 92083. (760) 758-4960

ADMISSION AGREEMENT

Child's Information ("Child")

_____/_____/_____/_____ ❑ M ❑ F
Child's Last Name First Name Middle Name Birth Date Age

This Admission Agreement (this "Agreement"), is entered into as of the _____ day of _____, 20_____ ("Enrollment Date"), by and between A Children's Garden, LLC ("Center") and Parent (as defined below).

Parent(s) / Legal Guardian(s) Information ("Parent")

Parent/Legal Guardian #1:

_____ ❑ Mr. ❑ Mrs. ❑ Ms. ❑ Miss
Last Name First Name Middle Name

_____
Address City State ZIP

(_____)_____(_____)_____
Primary Phone Secondary Phone Email

Parent/Legal Guardian #2:

_____ ❑ Mr. ❑ Mrs. ❑ Ms. ❑ Miss
Last Name First Name Middle Name

_____
Address City State ZIP

(_____)_____(_____)_____
Primary Phone Secondary Phone Email

1. BASIC SERVICES

A Children's Garden, LLC ("Center") is a child care center licensed under the California Department of Social Services to provide child care. For this purpose, "child care" means non-medical care for children who are in need of personal services, supervision, age-appropriate activities and education. The Center offers Full-Day, and Half-Day programs that include a variety of activities such as academics, art, and motor skills designed to meet the needs of the preschool child. The Center accepts children aged from 2 years through 5 years old.

1.1 Services to be provided. Center agrees to provide the following services ("Basic Services") for Parent's Child, in Centers child care program ("Center's Program"), at

❑ Olivenhain School: 2241 Whisper Wind Drive, Encinitas, CA 92024. (760) 942-2327

❑ Leucadia School: 1421 Burgundy Road, Encinitas, CA 92024. (760) 436-5370

❑ Vista School: 152 Grapevine Road, Vista, CA 92083. (760) 758-4960

("Center's Address") according to the schedule set forth in Section 3 of this Agreement:

a) Center will provide non-medical care, including snacks in accordance with the schedule set forth in Section 3, or addenda, of this Agreement;

b) Center will maintain a set of rules for the protection of children participating in the Center's Program;

c) Center will provide assistance to Child in dressing, grooming, and other personal hygiene activities as appropriate;

d) Center will provide supervision of Child's schedule and activities at Center;

e) Center will provide Isolated Care for Child in the event Child becomes ill at Center; provided, however, that Parent will be notified by Center by telephone when Child becomes ill enough to require Isolated Care. Parent shall have Child removed from Center within one (1) hour of such notice. For purposes of this Agreement, "Isolated Care means care in an area at Center that affords easy supervision by Center's staff, which is equipped with a cot.

2. OPTIONAL SERVICES

Please refer to addenda to this Agreement for optional services, if any, provided by Center.

3. SCHEDULE AND TUTION

Please refer to addenda to this Agreement for schedule and tuition provisions.

4. PAYMENT

Please refer to addenda to this Agreement for payment provisions.

5. COMMUNITY CARE LICENSING AUTHORITY

Parent understands and acknowledges that Center is a licensed child care center and that, under California law, the California Department of Social Services has the right at any time, without notice or prior consent, to 1) privately interview children or staff at any licensed child care center; 2) to inspect and audit children's records; 3) observe the physical condition of children, including conditions which could indicate abuse, neglect, or inappropriate placement; and 4) have a licensed medical professional conduct physical examinations of children.

6. DUTY TO REPORT CHILD ABUSE

The Parent is hereby advised that under the terms of the California Penal Code 11166, the Center and its employees have a statutory duty to report the known or reasonably suspected instance of child abuse to a child protective agency if the Center or its employees, in its or their professional capacity or within the scope of its or their employment, know or reasonably suspect that a child has been a victim of child abuse. In addition, the Center and any employee who has knowledge of or who reasonably suspects that mental suffering has been inflicted upon the Child or that his or her emotional well-being is endangered in any other way, must report the known or reasonably suspected instance of child abuse to a child protective agency.

7. WITHDARWL BY PARENT

Please refer to addenda to this Agreement for provisions for withdrawal of the Child from Center by the Parent.

8. TERMIATION

Center withholds the right to terminate Child's enrollment at any time, with or without cause, at the sole discretion of the Center. Center may terminate Child's enrollment in Center's Program effective immediately upon written notice to Parent of such termination.

9. SCHOOL DIRECTORY

The Parent agrees that the Center will provide to all Parents a contact list containing the contact information of all Parents of children enrolled at the Center.

10. PHOTOGRAPHS

The Parent agrees that photographs and videos may be taken of the Child during the course of the Center year, both by Center and by other parents for noncommercial use only. We use these pictures in curriculum, wall displays, as well as in our manual, brochures, and flyers. A Center photographer may also take a class or individual picture of the Child which will be made available to the Parent for purchase.

11. MODIFICATION

Parent understands and acknowledges that, under California law, Center may modify this Agreement whenever circumstances covered in this Agreement change, provided that any such modification shall be in writing and shall be signed and dated by Parent and Center, and provided further that:

a) If Center's rates or fees are set by agreement between Parent and Center, Center agrees to provide written notice to Parent thirty (30) days prior to implementing any change in such rate or fees;

b) If Center provides care to Child pursuant to one or more government-funded public child care programs and the rates or fees for such care are set by the government, the effective date of the government rate or fee change shall be considered the effective date for Center's change in rates or fees and no prior notice of such change will be given to Parent.

12. PARENT'S ADDITIONAL RESPONSIBILIES AND OBLIGATIONS

12.1 Certification That All Information is Correct. The documents required by the State of California form a part of this Agreement. Parent certifies that s/he has accurately completed all such documents. Parent agrees to notify Center immediately in writing of any change in the information supplied.

12.2. Parent and Child Rights. Parent understands and acknowledges that under California law, Center must provide parent with the following documents outlining Parent and Child rights. Prior to the first day of attendance by Child at Center, Parent agrees to provide to Center's director, signed copies of the following documents:

a) LIC 613A Personal Rights – Child Care Facility
b) LIC 995 Parent's Rights

12.3 Medical Assesment. Parent understands and acknowledges that under California law, the Center must obtain a written medical assessment of Child prior to enrollment to assess whether the Center can provide necessary health-related services. Prior to the first day of attendance by Child at Center, Parent agrees to provide to Center's director, signed copies of the following documents:

a) LIC 627 Consent for Emergency Medical Treatment
b) LIC 700 Identification and Emergency Form
c) LIC 701 Physician's Report – Child Care Center
d) LIC 702 Child's Preadmission Health History – Parent's Report
e) PM 286 Immunization Record & Letter
(TB, polio, tetanus, pertussis, measles, rubella, mumps, H.I.B. meningitis, hepatitis B and varicella)

Parent also understands and acknowledges that under California law, a parent that adheres to a religious faith that practices healing by prayer or other spiritual means may not be required to meet the requirements of this section. Parent agrees to contact Center's director for additional required documentation and addenda to this Agreement if such is the decision of the Parent.

12.4 Necesssaries. Parent agrees to provide Center with lunch for Child if Center Program and Schedule dictates; a change of clothing; a sufficient supply of disposable diapers to meet Child's needs; or any other reasonably necessary items that from time to time may be requested by Center.

12.5 Center visits. Parent acknowledges that, while California law affords Parent the right to visit Center without advance notice, such visits may upset Child's schedule when they occur at a time other than the scheduled Drop-off Time or Pick-Up Time, particularly if Parent picks up Child from Center at such unscheduled time. Parent therefore agrees to notify Center in advance (by telephone or otherwise) each day a Parent plans to pick up Child from Center earlier than the scheduled Pick-Up Time.

12.6 Release of Child. Parent will provide a list of individuals authorized by Parent to Pick up Child from Center ("authorized representatives"). Parent agrees to notify Center in advance, in writing, each day that anyone other than Parent will pick up Child from Center on such day. Parent understands that Child will not be released to any individual for whom Center has not received prior written authorization from Parent.

12.7 Drop-off. Parent agrees that each day Parent will not bring Child to Center earlier than scheduled Drop-Off Time for such day as provided in Section 3.1 of this Agreement.

12.8 Sign-in. Parent agrees that each day a Parent shall not leave child at Center unless and until on such day Parent or Parent's authorized representative has both (i) made personal contact with a member of Center's staff, and (ii) signed Child into Center's Program.

12.9 Sign-out. Parent agrees that each day Parent shall not remove Child from Center's premises unless and until Parent or Parent's authorized representative has signed Child out from Center's Program on such day.

12.10 Change in address or telephone number. Parent agrees to provide written notice to Center within two (2) days of any change in Parents mailing, residence, or work address. Parent agrees to provide immediate oral notice (telephonic or otherwise), followed by written confirmation, of any change in Parent's home or work telephone number.

12.11 Changes in Custodial Status. Parent agrees to provide written notice to Center within two (2) days of any change to the custodial status of this Child.

13. TERM

This Agreement shall be in effect until Child is withdrawn from Center's Program by parent pursuant to the withdrawal provisions of this Agreement, unless terminated sooner in accordance with the termination provisions of this Agreement.

14. ILLNESS AND ABSENSE

Child will be greeted and assessed by attending teacher and will not be admitted to Center if s/he has obvious symptoms of illness such as fever or vomiting. Parent is responsible for picking up an ill child. No deductions or refunds are made for illness or absences.

15. VACATIONS

The tuition holds a space for the enrolled Child. No deductions or refunds are made for vacations.

16. ENTIRE AGREEMENT

All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

17. INVALID PROVISIONS

The invalidity or unenforce-ability of any provisions of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if any such invalid or unenforceable provisions were omitted.

18. WAIVER OF COMPLIANCE

No right under this Agreement shall be waived (lost) merely by delaying or failing to exercise it. Consent to one act shall not be considered consent to any other or subsequent acts. Any waiver of a default under this agreement must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

19. ASSIGNABILITY

This Agreement is binding upon and shall inure to the benefit of the Center and its successors and assigns, but shall be personal to Parent. The interest of Parent hereunder may not be transferred or assigned, by operations of law or otherwise, without the written consent of Center, which may be granted or withheld in the sole and absolute discretion of Center.

20. INTERPRETATION

The Section headings contained in this Agreement are solely for the purposes of reference, and are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement.

21. GOVERNING LAW

This agreement shall be governed by the laws of the State of California.

22. MEDIATION

The parties agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that part shall not be entitle to recover attorney fees, even if they would otherwise be available to that party in any such action.

23. ATTORNY'S FEES

In any action, proceeding, or arbitration between the parties arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs from the non-prevailing party.

ACCEPTANCE

I/We have read and understand the forgoing Agreement and I/We agree to be bound by all the terms and conditions stated herein.

REMINDER: ALL REQUIRED FORMS MUST BE ON FILE BEFORE CHILD ATTENDS FIRST DAY OF SCHOOL!

_____
Parent / Legal Guardian Signature Date

_____
Parent / Legal Guardian Name (please print)

_____
Parent / Legal Guardian Signature Date

_____
Parent / Legal Guardian Name (please print)

Received and accepted.

By: A CHILDREN'S GARDEN, LLC
(a Delaware Limited Liability Company)

By: _____
Center Director's Signature Date

_____
Center Director's Name (please print)

FOR OFFICE USE ONLY:

- ❑ LIC 613A Personal Rights – Child Care Facility
- ❑ LIC 995 Parent's Rights
- ❑ LIC 627 Consent for Emergency Medical Treatment
- ❑ LIC 700 Identification and Emergency Form
- ❑ LIC 701 Physician's Report – Child Care Center
- ❑ LIC 702 Child's Preadmission Health History – Parent's Report
- ❑ PM 286 Immunization Record & Letter
- ❑ AD-OLV Olivenhain Addendum _____ _____ _____ _____
- ❑ AD-LEU Olivenhain Addendum _____ _____ _____ _____
- ❑ AD-VST Olivenhain Addendum _____ _____ _____ _____
- ❑ AD-MED Medical / Immunization Dissent

_____ (director initial)

_____ (parent initial)
_____ (parent initial)