

3.1 Tuition Due Date. Monthly tuition and any additional fees incurred in the previous month are due on the 1st of the month September through May. Tuition may be paid between the 1st and 15th of the month with no late fees. If a parent enrolls a child in WWC Preschool's Program mid-month, a parent shall pay a prorated portion of the tuition for the remainder of such month.

3.2 Methods of Payment. All payments must be made to The Westwood Club. Payments may be by cash, check, or money order.

3.3 Returned Check Fee. A fee of \$25.00 will be assessed for any checks returned to the preschool by the bank, in addition to the Late Payment Fee.

3.4 Late Payment Fee. A fee of \$20.00 will be assessed after the 15th of month if tuition payment is not received.

3.5 Suspension and Termination for Late Payment. If the WWC has not received the monthly tuition payment from Parent by the fifteenth (15th) of the month, the Center may refuse to admit the child until the parent makes a complete payment in cash. If the tuition account has not been made current by the end of the month, the Center may terminate child's enrollment at center in accordance with Section 3.9 of this Agreement.

3.6 Late Pick-Up Fees. Each day a Child is picked up at Center past the dismissal time the Parent shall be assessed a fee of \$5 for each five (5) minutes after such dismissal time. Parent shall pay the Late Pick-Up Fee on the day the Fee is assessed.

3.7 Medical Care Financial Responsibility. If the Child is provided medical care on an emergency basis or otherwise, Parent shall be financially responsible for such care and treatment.

3.8 Withdrawal by Parent. Parent may withdraw Child from Center's Program at any time; however, that Parent shall notify Center in writing one (1) month in advance of withdrawing Child from Center's Program. Failure to give (1) month prior written notice of such withdrawal to Center shall result in a charge for the next month's Tuition Fee, prorated on a daily basis.

3.9 Termination of Enrollment WWC Preschool withholds the right to terminate Child's enrollment at any time, at the sole discretion of the WWC Preschool. WWC Preschool may terminate Child's enrollment in WWC Preschool's Program effective immediately upon written notice to Parent of such termination. If Center exercises its right to terminate Child's enrollment, the Parent is entitled to a refund prorated on a daily basis for the remainder of such month.

4. PARENT'S RESPONSIBILITIES AND OBLIGATIONS

4.1 Admission Packet. Parent agrees to submit a complete and accurate admission packet before the Child's first day of attendance. The admission packet consists of this Admission Agreement and the California required documents listed in Sections 4.2 and 4.3. Parent agrees to notify WWC Preschool immediately of any change in the information supplied.

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

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

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

- a) LIC 627 Consent for Emergency Medical Treatment
- b) LIC 700 Identification and Emergency Form
- c) LIC 701 Physician's Report – must be completed by Child's physician
- d) LIC 702 Child's Preadmission Health History – Parent's Report
- e) PM 286 Immunization Record & Letter Every child over 2 years old must show a negative TB test, and the following immunizations: 3 Polio, 3 Hepatitis B, 4 Tetanus/Pertussis/Diphtheria, 1 Measles/Rubella/Mumps, 1 Hib, and 1 Varicella)
- f) San Diego Blood Lead Test Compliance Form

Parent also understands and acknowledges that under California law, a child must have all the listed immunizations prior to beginning preschool: a child may only be excused from the immunization requirement by obtaining a signed statement from the child's pediatrician stating that the listed immunizations would present a significant danger to the child's health.

4.4 Necessities. Parent agrees to provide a daily snack for their child if needed to comply with child's dietary restrictions and provide a change of clothing or any items that from time to time may be requested by WWC Preschool.

4.5 WWC Preschool Visits. Parent acknowledges that California law affords Parent the right to visit WWC Preschool without advance notice; however, such visits may upset Child's schedule when they occur at a time other than the scheduled Drop-off Time or Pick-Up Time, As a courtesy, the Parent is asked to notify WWC Preschool in advance when a Parent plans visit the classroom or pick up Child from WWC Preschool outside of the scheduled Pick-Up Time.

4.6 Release of Child. Parent will provide a list of individuals authorized by Parent to pick up Child from WWC Preschool. Parent agrees to notify WWC Preschool in advance when anyone other than Parent will pick up Child from WWC Preschool. Parent understands that Child will not be released to any individual for whom WWC Preschool has not received prior written authorization from Parent.

4.7 Drop-off. Parent agrees that each day Parent will not bring Child to WWC Preschool earlier than scheduled Drop-Off Time as provided in Section 2.3 of this Agreement.

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

4.9 Sign-out. Parent agrees that each day Parent shall not remove Child from WWC Preschool's premises until Parent or Parent's authorized representative has signed Child out from WWC Preschool's Program.

4.10 Illness and Absences/Vacations. Parent agrees that Child will be greeted and assessed by a teacher at the beginning of each school day and will not be admitted to WWC Preschool if Child has obvious symptoms of illness such as fever or vomiting. If a child becomes ill at school, Parent is responsible for picking up an ill child within 30 minutes. Parent will inform the school if Child is absent due to sickness or vacations. No tuition deductions or refunds are made for absences.

4.11 Change in Address or Telephone Number. Parent agrees to provide written notice to WWC Preschool within two (2) days of any change in Parents mailing, residence, or work address. Parent agrees to provide immediate verbal notice (telephone or otherwise), followed by written confirmation, of any change in Parent's home or work telephone number.

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

4.13 Release of Liability. By enrolling Child in preschool Parent grants permission for the child to participate in preschool activities and releases the Westwood Club and its employees from all personal and public liability claims resulting from Child's participation in preschool activities.

4.14 Parent Handbook and Emergency Preparedness Plan. Parent has reviewed the WWC Preschool Parent Handbook and Emergency Preparedness Plan and is familiar with daily operating procedures for the preschool and the operating plan in the event of a natural disaster or other emergency. The Handbook and Emergency Preparedness Plan are available for review on-line at the Westwood Club website or from the Preschool Director. _____ **(parents initial)**

4.15 School Directory. The Parent agrees that the WWC Preschool will provide to all Parents a contact list containing the contact information of all Parents of children enrolled at the WWC Preschool. The directory is for noncommercial use only. Please indicate if you wish to be included in the directory _____ **Accept** _____ **Decline**

4.16 Photographs. Photographs and videos may be taken of the Child during the school year by WWC Preschool or other parents. We use photos for school art, bulletin boards and newsletters and the Westwood Club website. A professional photographer may also take a class or individual picture of the Child which will be made available to the Parent for purchase. Please indicate if we may take photos of your child. _____ **Accept** _____ **Decline**

5. COMMUNITY CARE LICENSING AUTHORITY Parent understands and acknowledges that WWC Preschool 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 WWC Preschool 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 WWC Preschool 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 WWC Preschool 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. MODIFICATION Parent understands and acknowledges that, under California law, WWC Preschool 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 WWC Preschool, and provided further that the WWC Preschool agrees to provide written notice to Parent thirty (30) days prior to implementing any change in such rate or fees.

8. TERM This Agreement shall be in effect as long as the Child is actively enrolled in the WWC Preschool Program.

9. 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.

10. INVALID PROVISIONS The invalidity or unenforceability 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.

11. WAIVER OF COMPLIANCE No right under this Agreement shall be waived 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.

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

13. 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.

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

15. 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 party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

16. ATTORNEY'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.

17. 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.

Parent / Legal Guardian Signature/ Date

Parent / Legal Guardian Name (please print)

Parent / Legal Guardian Signature/ Date

Parent / Legal Guardian Name (please print)

PLEASE COMPLETE AND RETURN THE FOLLOWING FORMS

- LIC 613A Personal Rights (12/25)
- LIC 995 Parent's Rights (9/08)
- LIC 627 Consent for Emergency Medical Treatment (9/08)
- LIC 700 Identification and Emergency Information for Child Care Centers – Parent's Report (10/19)
- LIC 701 Physician's Report (completed by physician) (8/08)
- LIC 702 Child's Preadmission Health History – Parent's Report (10/19)
- San Diego Blood Lead Test Compliance Form (complete or decline)
- Child's Immunization Record – 3 Polio, 4DTap, 3HepB, 1MMR, 1Varicella, 4HIB & neg TB / or Medical Exemption for each missed immunization

PLEASE FILL OUT BOTH SIDES OF THIS FORM COMPLETELY TO ALLOW SCHOOL TO PROVIDE THE BEST EMERGENCY RESPONSE AS POSSIBLE

Medical Information

Medical Insurance Subscriber name _____

Child's or Parent's group number _____

Pediatrician _____ Telephone _____

Dentist _____ Telephone _____

Date of last Tetanus Booster _____ Does your child wear glasses? _____ Hearing aids? _____

Does your child have:

Asthma _____ Diabetes _____ Peanut or nut allergies _____ Other _____

List medications/treatments _____

What should we do at school in case of a reaction? _____

Has s/he suffered an accident, undergone surgery, or developed a weakness which in your opinion would prevent participation physical exercise? _____

Does your child speak another language at home? Please list _____

Does your child speak or understand English? _____

Other children living in the home

Name _____	Age _____	School _____
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Name _____	Age _____	School _____
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Name _____	Age _____	School _____
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Name _____	Age _____	School _____
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Other adults providing childcare in your home and their relationship to you

Name _____	Relationship _____
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Other adults providing extended day care outside of preschool or your home:

Name: _____	Telephone # _____
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Please provide one out-of-state person who may be contacted in case of a disaster if the school is unable to reach local contacts (INFORMATION IS REQUIRED BY LICENSE REGULATIONS)

Name _____	Telephone Number () _____
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Signed _____ Date _____

PLEASE FILL OUT BOTH SIDES OF THIS FORM COMPLETELY TO ALLOW SCHOOL TO PROVIDE THE BEST EMERGENCY RESPONSE AS POSSIBLE