

## CHILD CARE CONTRACTUAL AGREEMENT

1. The duration of this agreement starts from the first date of registration, and concludes on the last scheduled day of the last KidsCare program year in which the family participates.
2. This Child Care Agreement includes all information, rules, regulations, and policies included in the KidsCare portfolio, as well as in the Registration Form/Child Care Contractual Agreement, Student Emergency Information/Emergency Release/Student "Pick-Up" Authorization Form, "Day-Off" Program Information Registration Form, and any other program information and forms provided to the user by the provider during the duration of this agreement.
3. The user, by virtue of their signature, certifies that he/she has read and fully understands the information, fees, procedures, guidelines, and regulations contained in the above mentioned program portfolio and other program literature, and agrees to abide by all procedures, guidelines, and regulations contained therein.
4. Attendance at and participation in any KidsCare program is a privilege, and therefore, the provider reserves the right to exclude any participant from any or all KidsCare program(s) for behavior deemed inappropriate by staff members and program officials. Furthermore, the provider reserves the right to immediately remove and exclude a participant from any or all KidsCare program(s) who, in the opinion of program staff members and program officials, poses a direct threat to the safety and welfare of others in the KidsCare program. In such cases, all monies paid on a child's KidsCare account will be completely non-refundable. This also applies to parents and other adults who visit KidsCare program sites.
5. All KidsCare monthly tuition fees must be pre-paid by the last day of the month prior to the month of participation in our programs (example, all fees for April must be paid by March 31. A \$40 "late charge" will be automatically assessed to any account not paid in full by the first program day of the month for which the tuition fee was charged. All "Late Pick-Up", late payment charges, and returned check fees are payable in full upon receipt. All tuition fees and program registration fees are completely non-refundable, regardless of reason, except as herein provided. The provider reserves the right to exclude any participant from any or all KidsCare program(s) due to unpaid or past due tuition and or late "pickup" fees. Furthermore, the provider reserves the right to pursue to the extent of the law the collection of any and all outstanding user fees incurred at any time during the length of this contractual agreement. The user

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Page 1 of 8

Revised 03.18.2019

furthermore agrees and understands that enrollment classifications can only be changed for the succeeding program month, unless otherwise indicated, and that an enrollment classification cannot be changed part way through a program month, and must be submitted in writing to the KidsCare office during the month preceding the month in which the change will become effective, otherwise all billed charges are payable in full, regardless of reason.

6. The user, by virtue of their signature, furthermore understands and agrees that participation in the KidsCare program for the month of May, in whole or part, automatically includes and requires participation for the KidsCare program in June, unless enrollment classification for May and June is modified in accordance with KidsCare policies, and furthermore agrees to pay, in full, all billed tuition fees and charges for these program months.

7. The user agrees to indemnify and hold the provider harmless in the event that their child does not report to the KidsCare program on a day for which he/she is scheduled to attend. The user furthermore understands that it is the responsibility of School District personnel to insure that the child arrives safely at the KidsCare program.

8. The user, by virtue of their signature, authorizes the provider to make charges, as indicated in the Automatic Charge Card Payment Information section, against the charge card listed.

9. The provider reserves the right to modify, change, or add any rules, regulations, fees, and policies during the duration of this agreement, and the user agrees to abide by such modifications, changes, and/or additions.

10. A returned check charge of \$50, per incident, will be assessed to any account in which a check is returned.

11. Once registered, any enrollment change requests are subject to a \$25 processing fee per request.

12. “Peanut/Tree Nut Allergy” Policy - KidsCare understands the seriousness of peanut/tree nut related allergies, and will strive to maintain, but cannot guarantee, or ensure, a peanut/tree nut-free KidsCare environment for the safety and welfare of all of its participants.

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Page 2 of 8

Revised 03.18.2019

Parents of children with peanut/tree nut related allergies are advised that KidsCare cannot guarantee that its environment will be completely free of peanut / tree nut related items.

By allowing their child(ren) to participate in KidsCare, parents acknowledge that they have fully read and understand this “Peanut/Tree nut Allergy” Policy, understand that their acceptance of this policy is a condition of their child’s participation in KidsCare, and furthermore agree and understand that there is no guarantee of a peanut/tree nut free environment, and they accept all risks inherent therein.

13. Program “Emergency Information” Form - All children participating in the KidsCare program will be required to have an updated parent, emergency, and pick-up information form on file at all times. No child will be allowed to start KidsCare unless all forms are completed and on file in the KidsCare office.

It is the responsibility of parents to ensure that the KidsCare office is alerted with regard to allergies and medical conditions concerning their child(ren) at the time of registration.

Parents are required to complete and sign all signature areas that will allow staff members to provide first aid to their child, as well as giving permission for the summoning of and subsequent treatment and transport by emergency medical personnel.

14. Program “Discipline Exclusion” Policy - Attendance at the KidsCare program is a privilege, and therefore the KidsCare program and the School District reserve the right to exclude any participant from the program for any behavior, verbal and/or physical, deemed inappropriate by staff members and program officials. In such cases, parents will forfeit any tuition fees paid for the program week in which the exclusion occurs. Any other tuition fees paid in advance will be refunded. This also applies to parents and other adults who visit KidsCare program sites.

15. Photo Release Policy - Attendance of a child at KidsCare implies and grants the parents’ and/or guardians’ permission to KidsCare the right to use, reproduce, and/or distribute photographs of their child participating in KidsCare activities, without compensation or approval rights, for use in materials created for purposes of promoting the activities of KidsCare.

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Page 3 of 8

Revised 03.18.2019

16. Health Examination Reports (Required) - The State of Pennsylvania mandates health examinations for all children upon entry into school. Child Care licensing requirements by the Pennsylvania Department of Human Services also require a health “physical” examination upon entry into the KidsCare program. A copy of the examination record provided to the school can also be given to KidsCare when registering.

Therefore, all children who are entering the KidsCare program for the first time are required to submit a health “physical” examination form, with a physician’s signature/stamp, including immunization record, to the KidsCare program. A *Child Health Assessment* form is included with this portfolio, and extra forms are available from the KidsCare office. Failure to comply with this requirement within 30 days of enrollment will result in the child not being permitted to continue in the KidsCare program.

17. Program Snow Closing/Delayed Opening/Early Dismissal Policy/Non-Weather Related Emergency Closings - KidsCare programs will not operate when schools are closed due to inclement weather for the day. Should schools have a one or two hour “delayed opening”, the KidsCare “AM” program will have the same delay of one or two hours.

The KidsCare “PM” program will operate on Snow “Early Dismissal” Days should schools dismiss early for inclement weather and will operate until the regular 6PM closing time. However, parents are requested to pick-up their child(ren) as early as possible on these days to ensure safe travel.

Additionally, KidsCare reserves the right to close its KidsCare “PM” program at 4PM on Snow “Early Dismissal” Days when severe and extreme weather conditions exist or are predicted. In this case parents should be prepared to call their list of “emergency pick-ups”.

Should a non-weather related situation arise causing schools to be dismissed early, KidsCare will adhere to the decision of the School District regarding the operation of the KidsCare “PM” program. Should the School District decide that KidsCare should open its KidsCare “PM” program at the start of early dismissal, KidsCare will immediately implement the procedures indicated on the enclosed Emergency Contact Form, and the KidsCare “PM” program will operate until all children have been safely picked up by their parents or designated “pick-up” persons. Should the School District decide that KidsCare will not be allowed to operate, children will be dismissed

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Page 4 of 8

Revised 03.18.2019

according to each school's emergency early dismissal plan. One example of this would be high temperatures in the school buildings.

18. Program "Sick Day" Credits - The KidsCare program will allow sick day credits for participants only according to the following policy: No credit will be extended for sick days except for a child requiring hospitalization or suffering from a contagious illness. In these cases, a physician's note will be required prior to the approval of the sick day credit.

19. Program Fee Payments - KidsCare program fees for full-time enrollment are calculated on a yearly basis and divided into ten (10) equal payments. They are not based on the number of program days per month.

All monthly KidsCare tuition fees must be pre-paid and are completely non-refundable regardless of reason. Tuition fees for each program month are billed on or near the 20th of the preceding month, and are payable by the last day of the preceding month. A "Late Fee" of \$40 is automatically charged to any accounts not paid in full by the first day of the program month for which the tuition fee is billed.

All late "pick-up" charges, fees for late payments, and returned check fees are payable in full upon receipt. In addition, the KidsCare program reserves the right to exclude any child from the program due to "unpaid" or "past due" monthly tuition fees.

Monthly statements will be mailed to all program participants if requested. Fees may be paid by cash, check or credit card (VISA, MasterCard, and Discover).

No credits will be allowed for any unattended days, regardless of reason. Full-time participants will receive no credit for program days cancelled due to inclement weather.

20. Program "Child Pick-Up" Policy - Children must be signed out and picked up prior to the 6PM closing time. Late pick-up incidents are subject to be billed at \$5 per every 5 minutes. For determining the *official time*, the KidsCare staff use the school's cafeteria clock.

Children will only be released to parents, legal guardians, or designated persons as listed on the *Student Emergency Information/Emergency Release/Student "Pick-Up" Authorization Form* included in the registration packet.

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Page 5 of 8

Revised 03.18.2019

Identification may be required of any person picking up a child other than the parent or legal guardian. If any doubt exists, the child will not be released into the person's custody and the parent will be called.

21. Program “Student Absence” Notification - It will be the responsibility of the parent or legal guardian to notify the KidsCare office if their child will not be attending the KidsCare “PM” program due to illness or other reason. If your child is scheduled to attend the KidsCare “PM” program, and fails to report to the program as scheduled, and attended school on that day, and no parent notification is received, the KidsCare staff will contact the parent and/or emergency contacts to verify the whereabouts of the child.

22. “After-School” Snack - the KidsCare program will provide each child with a small after-school snack. Any food allergies should be recorded on the child's registration form where indicated.

23. Program “After-Hours” Telephone - should it be necessary for a parent or legal guardian to contact the KidsCare “PM” program while it is in session, parents will be able to contact their child’s KidsCare program directly. Program telephone numbers will be provided to parents prior to the start of each school year.

24. We support Pennsylvania’s Office of Child Development and Early Learning (OCDEL) policies, practices and supports regarding inclusion. They in turn support the definition of inclusion provided in the joint position statement on early childhood inclusion from the National Association for the Education of Young Children (NAEYC) and the Council for Exceptional Children’s Division for Early Childhood (DEC) as follows: Early childhood inclusion embodies the values, policies, and practices that support the right of every infant and young child and his or her family, regardless of ability, to participate in a broad range of activities and contexts as full members of families, communities, and society. The desired results of inclusive experiences for children with and without disabilities and their families include a sense of belonging and membership, positive social relationships and friendships, and development and learning to reach their full potential. The defining features of inclusion that can be used to identify high quality early childhood programs and services are access, participation, and supports (2009).

We try our best to accommodate all students and their needs. We make an *individualized assessment* about whether we can meet the particular needs of a child

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Page 6 of 8

Revised 03.18.2019

without fundamentally altering our program. We talk to the parents or guardians and any other professionals (such as educators or health care professionals) who work with the child in other contexts.

However, please note that child care centers that are accepting new children are not required to accept children who would pose a *direct threat* or whose presence or necessary care would *fundamentally alter* the nature of the child care program.

25. We support Pennsylvania's Office of Child Development and Early Learning (OCDEL) policies, practices and supports regarding suspension and expulsion. They state that suspension is an action that is administered because of a child's developmentally inappropriate behavior and requires that a child not be present in the classroom or the program for a specified period. Expulsion is defined as the complete and permanent removal of a child from an early childhood program because of challenging behavior or non-infectious health condition (Morrison & Skiba, 2001).

We have a lengthy set of Discipline Procedures which include levels 1 through 5 which provide for working with the child and his parents to search for an appropriate solution to any behavioral problems.

Suspension and expulsion are not effective discipline strategies (U.S. Department of Education, 2014) and we try to avoid them when possible.

26. We encourage all parents to talk informally with our program Instructor at their school with regard to how their child(ren) interact with other children. Our Instructor will talk to the parents if and when there are any relevant behavioral, social and physical needs that may need to be discussed. In addition, our Program Director will be pleased to meet with parents on a more formal basis in an annual family conference if the parents are interested. An invitation will be sent to parents at the beginning of each school year.

27. We recognize that the transition from preschool to kindergarten can be a large step for a child. We will suggest web sites in September of each year when our program registration has been completed that kindergarten parents can check. Examples would include

[http://www.earlychildhoodnews.com/earlychildhood/article\\_view.aspx?ArticleID=477](http://www.earlychildhoodnews.com/earlychildhood/article_view.aspx?ArticleID=477) and, [http://www.nea.org/assets/docs/HE/44013\\_NEA\\_W\\_L6.pdf](http://www.nea.org/assets/docs/HE/44013_NEA_W_L6.pdf) . In May of each year we will provide information to all fifth grade parents by group email on children moving from elementary school to middle school. Examples would be <https://www.amle.org/BrowsebyTopic/WhatsNew/WNDet/TabId/270/ArtMID/8>

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Page 7 of 8

Revised 03.18.2019

[88/ArticleID/750/Transitioning-Young-Adolescents-from-Elementary-to-Middle-School.aspx](#) and <http://www.nea.org/tools/16657.htm> .

28. We ask our staff to be alert for children who may need assistance to better assimilate in our programs. We then communicate that information to parents on a timely basis.

29. We ask that all parents communicate whether their student has an IEP, TSS, or other educational consideration, at the time of registration. We try our best to accommodate all students and their needs. We make an *individualized assessment* about whether we can meet the particular needs of a child without fundamentally altering our program. We ask for a copy of the IEP, if there is one in place, and talk to the parents or guardians and any other professionals (such as educators or health care professionals) who work with the child in other contexts so we better understand the student's needs.

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Page 8 of 8

Revised 03.18.2019