

KIDSCARE / CHILD CARE POLICIES / CONTRACTUAL AGREEMENT WITH PARENTS

1. We comply with applicable Federal civil rights laws and do not discriminate, exclude or treat people differently based on their race, color, national origin, sex, age or disability.
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 paid by the 5th day of the month of participation in our programs. A \$40 "late charge" will be automatically assessed to any account not paid in full by the 10th 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

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Phone: 215-230-3445 Fax: 215-230-3344 Email: kidscare77@gmail.com

Page 1 of 13

05.06.2024

incurred at any time during the length of this contractual agreement. The user 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 payment for the KidsCare program for the month of May also includes any days the program is open in June.

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 ensure that the child arrives safely at the KidsCare program when classes are dismissed.

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 13

05.06.2024

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 13

05.06.2024

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 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 13

05.06.2024

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

18. No credits will be allowed for any unattended days, regardless of reason. Participants will receive no credit for program days canceled due to inclement weather. 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 nine (9) 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 1st of the month, and are payable by the 5th day of the month. A "Late Fee" of \$40 is automatically charged to any accounts not paid in full by the 10th 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.

Fees may be paid by cash, check or credit card (VISA, MasterCard, and Discover).

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.

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.

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Page 5 of 13

05.06.2024

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 an 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 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.

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Page 6 of 13

05.06.2024

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 and, 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 <http://www.nea.org/tools/16657.htm>.

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Page 7 of 13

05.06.2024

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.

30. 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.

31. The user, by virtue of their signature, recognizes that certain hazards and dangers are inherent in running, using playground equipment, and in other games and sports. He/she further acknowledges that KidsCare has taken safety measures to minimize the risk of injury to participants and that KidsCare cannot ensure or guarantee that the participants, equipment, premises, and/or activities will be free of accidents and/or injuries.

32. Our program is offered to all school age children who attend a school in which the program is available. Enrollment is subject to constraints of space and staffing. The normal staff to child ratio is 1:12. Modification of the program to accommodate the needs of children with disabilities, including assignment of additional staff, may be made where such modifications are reasonable and necessary, do not fundamentally alter the nature of the program, and do not result in an undue burden on the KidsCare. Requests for modifications or auxiliary aids should be made as far in advance of commencement of the program as possible if known in advance, but will be discussed and made available at any time during the program when the need for such arises. KidsCare strives to make the program one that provides for the safety, well-being, development and success of each child enrolled. For this reason, we have set forth the following policies that must be adhered to and supported. Admissions, the provisions of services, and referrals of clients shall be made without regard to race, color, creed, religion, pregnancy, disability, national origin (including limited English proficiency), age, gender, sexual orientation/preference and/or veteran status of the parents. Program services shall be made accessible to eligible persons with disabilities through the most practical and

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economically feasible methods available. These methods include, but are not limited to, equipment redesign, and the provision of aides. Structural modifications shall be considered only as a last resort among available methods.

*Our responsibilities for providing care to children with disabilities is fundamentally different than the obligations of the public school and that while we will review and assist any wrap-around programs with the implementation a child's IEP, we are not required to provide services outlined in any child's IEP as we are not considered an education institution under IDEIA laws. We are required to provide reasonable accommodations under ADA laws only. Parents are welcome to discuss the reasonable accommodations that can be made for their special needs child.

Parents are asked to provide IEP information and information regarding any one-on-one or therapeutic services the child receives etc. to the director at registration of the needs of their child, and we ask that you supply us with the IEP if you have one. If your child has a one-on one at school, please let us know. It is our goal to partner with the school to help your child in any way we can to meet the chosen goals. If you would like a director or supervisor to attend any IEP meetings, we will be happy to attend. If needed, the office will authorize time outside of regular work hours for our staff to meet and discuss each IEP.

33. In cases where an enrolled child is the subject of a court order (e.g. Custody Order, Restraining Order, or Protection from Abuse Order) KidsCare must be provided with a Certified Copy of the most recent order and all amendments thereto.

Parents must supply a current physical (done within one year and signed by a licensed physician) when entering our program and when their child is entering 5th grade. Parents have 30 days to comply with this requirement or their child will be suspended until we have a current physical.

Parents must contact their child's teacher and let them know that their child will be attending KidsCare. Please send a note in with your child to the teacher.

Our website has useful information under "Parent Resources", such as CHIP, (Pennsylvania's health insurance program for children), tax information, and other useful resources in Bucks County. If you would like a hard copy of the information, we

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Page 9 of 13

05.06.2024

will be happy to provide it. Periodically, additional information will be available at centers concerning health topics, nutrition, social service information, etc.

34. We reserve the right to suspend and/or terminate services for any of the following reasons: • Non-payment of services • Physical attack, threats, violence by children or parents on any staff member, other parent, children, or school personnel • Behavior as defined in the discipline section of the family handbook • Repeated late pick-up of children • Not calling your child out on a continual basis • Violating Parent Code of Conduct as defined in the family handbook • Any behavior determined by to be a danger to the child or other children/staff/teachers in the building. • The Directors reserve the right to immediately expel or suspend any child that is deemed a danger to himself or others.

35. Schedule changes can only be requested once a month, and must be in advance of the month for which the change is to take effect. There will be no reimbursements for changes made after the first of the month. Any days attended but not scheduled will appear on the next month's invoice. All schedule changes must be made in writing to Kidscare77@gmail.com.

36. The KidsCare program closes at 6:00 PM and your fees pay for the childcare services up to that time. Staff will use a clock that is tied to the internet (ex. iPhone). Parents whose children remain past 6:00 p.m. MUST pay a late fee as follows:

1-15 minutes late\$15.00 per child

Each Additional 15 minutes (or interval)\$15.00 per child

Parents who are continually late picking up their child may be asked to leave the program. Our staff work very hard and have families and obligations that they must attend to after 6:00 p.m.

The late fee will be added to your next bill. If the late fee remains unpaid you child may be denied admission until the balance is paid in full.

37. An emergency information file is kept at the center on all children. In case of an injury or medical emergency a staff member will: • Contact parent or guardian. • If unable to reach parents, the emergency person listed as emergency contact in student's

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Page 10 of 13

05.06.2024

file will be contacted. • If emergency treatment is needed, staff member will call an ambulance to transport the student to the emergency room of the nearest hospital from the site. The supervisor or another staff member will accompany the child. NOTE: All staff members are certified in Pediatric First aid and a fully stocked first aid kit will be at each center at all times.

38. KidsCare is committed to providing all students with a safe and civil school environment in which all members of the school community are treated with dignity and respect. Students who are bullied, harassed, intimidated or fearful of other students may not be able to take full advantage of the opportunities offered by the after-school program. (academic, social, and emotional). Bullying and harassment can also escalate into more serious violence. To that end, we have policies, procedures, and practices that are designed to reduce and eliminate bullying and harassment as well as processes and procedures to deal with incidents of bullying and harassment when they occur.

39. Under the Child Protective Services Act, mandated reporters are required to report any suspicion of abuse or neglect to the appropriate authorities. The employees of KidsCare are considered mandated reporters, under this law. The employees are not required to discuss their suspicions with parents prior to reporting the matter to the appropriate authorities, nor are they required to investigate the cause of any suspicious marks, behavior or condition prior to making a report. Under the Act, mandated reporters can be held criminally responsible if they fail to report suspected abuse or neglect. We take this responsibility very seriously and will make all warranted reports to the appropriate authorities. The Child Protective Services Act is designed to protect the welfare and best interest of all children. As mandated reporters, the staff cannot be held liable for reports made to Child Protective Services which are determined to be unfounded, provided the report was made in “good faith.”

40. The staff of KidsCare will contact local police and/or the other custodial parent should a parent appear to the staff of KidsCare to be under the influence of drugs and/or alcohol. The parent’s right to immediate access does not permit the agency from denying a custodial parent access to their child even if the parent is or appears to be impaired. However, our staff will delay the impaired parent as long as possible, while contacting the other parent, the local police and Child Protective Services. Any other authorized person who attempts to pick-up a child, and appears to the staff to be under the influence of drugs and/or alcohol will be denied access to the child. The staff will

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contact the child's parents, local police and Child Protective Services to notify them of the situation.

41. Toys, games, etc. will be provided by KidsCare. If personal articles, toys, games electronics, etc. are brought to the center by a child, KidsCare will not be responsible for loss or damage of these articles, nor will KidsCare be responsible for any item of jewelry or money handed to any staff member by a child. Video games, other electronics and cell phones are not permitted in our program. They must be kept in book bags if children bring them to school.

42. KidsCare requires the parents of enrolled children at all times, to behave in a manner consistent with decency, courtesy, and respect. One of the goals of KidsCare is to provide the most appropriate environment in which a child can grow, learn and develop. Achieving this ideal environment is not only the responsibility of the employees but, is the responsibility of each and every parent or adult who enters the center. Parents are required to behave in a manner that fosters this ideal environment.

No parent or adult is permitted to curse or use other inappropriate language at centers or our office at any time, whether in the presence of a child or not. Such language is considered offensive by many people and will not be tolerated. If a parent or adult feels frustrated or angry, it is more appropriate to verbally express the frustration or anger using non-offensive language. At NO time shall inappropriate language be directed toward members of the staff.

43. Parents are prohibited from addressing, for the purpose of correction or discipline, a child that is not their own. Of course, no parent or other adult may physically punish another parent's child. If a parent should witness another parent's child behaving in an inappropriate manner, or is concerned about behavior reported to them by their own child, it is most appropriate for the parent to direct their concern to the classroom teacher and/or Center Director.

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 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.

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Page 12 of 13

05.06.2024

44. KidsCare staff are not permitted to enter the bathroom to assist children. Therefore, all children participating in the KidsCare programs must be fully independent in using the bathroom and cleaning up after themselves. (Pullups and other disposable diaper-like equivalents are not acceptable). If a child is not independent in the bathroom or has frequent accidents, KidsCare deserves the right to suspend childcare services until the issue is resolved.

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Page 13 of 13

05.06.2024