

CHILD CARE AGREEMENT

The following conditions involved in the care of _____
are agreed upon between **The Children's Academy**, hereinafter referred to as Academy,
and _____
being the parent or guardian of said child and hereinafter referred to as PARENT.

The PARENT shall:

1. Pay a registration fee of \$75 for each child.
2. Pay on Monday of each week for the current week's tuition the sum of \$_____ to include _____ days M T W TH F (if not full time, attach part time policy to this agreement.) The regular weekly full or part time fee will be paid regardless of the child's attendance. In the event that fees become overdue by more than one week, the child/children may be dismissed and PARENT is responsible for legal fees incurred to collect the child care payments (see below).
A fee of \$25.00 is charged for returned checks; more than two returned checks will require all future payments to be made in cash or money order.
Any future rate increase and/or decrease will not alter this contract in any way except for the rate adjustment. Change in status shall require a new contract to be completed.

Attorney fees, costs of litigation, consequential damages in the event it becomes necessary for ACADEMY to employ an attorney at law to represent it for the collection of any moneys due under this agreement or to present its claim for damages, injunction, specific performance or recovery of money due, by reason of this agreement or any of the terms or provisions hereof, the contracting party shall pay in addition to such sums as may be due or such other relief to which ACADEMY may be entitled, reasonable attorney's fees, court costs, other costs of litigation and consequential damages, if applicable.

3. Not violate the hours of care agreed upon. If the child remains in care for more than five minutes past the agreed upon time (based on the center time piece), to pay the operator a \$10.00 late pick up fee for each fifteen minutes or portion thereof for which the child remains at the center past closing time.
4. Late fee: A late fee of \$5.00 per day will be added to unpaid accounts after close of business on Monday until payment is received unless other arrangements are made in advance and approved, in writing by the center administration.
5. There is an annual materials fee of \$50.00 for each child which will be due in March of each year.
6. Any child who enrolls on a part-time basis is guaranteed the part time slot only until the class becomes full and a full time student wants to enroll. At that time, the part-time

student is given the choice to pay full time rate or forfeit the position to the full time student. A separate part time policy must be completed.

7. Any full time after school or after kindergarten child who is brought for care for a full day will pay the additional full day charge as stated but not to exceed the full time rate for the week.

8. Be responsible for obtaining the annual medical examinations and immunizations required by the Department of Public Welfare or Public Health before enrollment of child/children and be responsible for keeping them up to date.

9. To remove the child/children in the event of contagious illness or fever of 100 degrees or more and not allow him/them to return until all danger of contagion is past. Children with a fever of 100 or more must remain away from the ACADEMY until fever free and fever reducer free for 24 hours. Children must be removed from academy within one hour of notification by ACADEMY. Notify the academy in the case of a contagious condition.

10. Medication will be given only if parents sign **daily** on the medicine sheet. All medication is to be labeled with the child's name and stored in the locked medicine cabinets provided. This service is provided by the faculty and ACADEMY as a service and is not required by the Department of Human Services. However, if this service is offered, DHS does require the written authorization as outlined above. Oral permission, either in person or via the telephone, will not be considered authorization to dispense medicine and the medication will not be given.

11. In all emergencies, ACADEMY has permission to take such reasonable measures as are, in it's judgment, necessary for the welfare and safety of the child/children. Hold blameless for accidents and illnesses occurring to the child/children while he/they are in ACADEMY care, unless it can be proven that the accident or illness was the direct result of willful negligence of ACADEMY.

12. Be responsible for all transportation of the child/children unless agreed upon in advance and assume liability for the acts of the child while he/they are in the care of ACADEMY. No child shall be permitted to leave ACADEMY alone or by foot.

13. Furnish

- a blanket
- a labeled change of clothes
- a small stuffed animal may be left to sleep with
- a washable cover for the pad (crib sheet or king size pillow case)
- if child is in diapers, a box of diapers and a labeled box of wipes
- sufficient bottles for each day
- baby food for each day if child is not on table food.

14. Be entitled to one week at no charge at the end of the first year of **full time** enrollment and on the anniversary date of each year of full time enrollment thereafter.

ACADEMY agrees to:

1. Give care to the above named child/children in compliance with the regulations of the Tennessee Department of Human Services and as agreed in section 2 above except for the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve day, Christmas Day, and ACADEMY reserves the right to close in extreme weather, although every effort will be made to remain open.
2. Provide 1 meal and 2 snacks per day for each full time child and transportation if agreed upon.
3. Accident insurance coverage and take reasonable measures in the best interest of the child/children should an accident or illness occur.
4. Not release the child/children to anyone other than the parent or guardian unless the parent or guardian has given prior, written permission to the ACADEMY.
5. ACADEMY does have an open door policy for the parents to visit and observe their children at any time; however, if a conference is desired, we ask that you make an appointment to schedule a conference with the teacher in order for us to cover the class while the teacher meets with you.

I (we) _____, have reviewed this contract, understand its policies; and assume financial responsibility for _____ tuition at ACADEMY. This contract supersedes any previous agreements. My child and I have had a pre-enrollment visit to the academy and have received a copy of the parent handbook with the summary of licensing requirements included.

I understand the obligations of this contract and if, for whatever reason, I should decide to remove my child/children from ACADEMY, I will give my two week notice by completing the statement on the following page.

Parent or Guardian

Parent or Guardian

Date

Date

Acknowledgment by
Academy Administration

Title

To the Director:

As per the child care agreement, I hereby give notice of the withdrawal of _____ from Academy roll. The last scheduled day of attendance will be _____. I understand the payment for this period is due regardless of the child's attendance.

Parent/Guardian signature

Date

Reason for withdrawal:
