

# THE CHILD'S NURTURING CENTER, INC.

## CENTER CONTRACT

### PART I: GENERAL TERMS

TO THE PARENT: Please read this agreement carefully. If you do not understand any provision, feel free to ask the Center Director about it. This Agreement establishes your legal rights and responsibilities, and those of the Center, regarding your child's participation in the Center. Throughout this Agreement the terms "you" and "parent" refer to the parent(s) or legal guardian(s) of the child(ren) enrolled in the Center, and the terms "Center" and "we" refer to THE CHILD'S NURTURING CENTER, INC. And it's staff members. The term "school day" means a day when the Center is open and operating.

You, \_\_\_\_\_, hereby agree to enroll your child(ren)  
PARENTS OR GUARDIANS

\_\_\_\_\_ in THE CHILD'S NURTURING CENTER, INC.  
NAME OF CHILD(REN)

And the Center agrees to accept your child(ren)'s enrollment under the terms and conditions as stated below.

1. PROGRAM AND HOURS OF CARE: Beginning on \_\_\_\_/\_\_\_\_/\_\_\_\_ the Center will  
*DATE CARE IS TO BEGIN*  
provide care for your child in the following program (check all that apply):

Child's Name: \_\_\_\_\_ ☐ Infant & toddler ☐ Preschool ☐ School Age

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SCHOOL AGE: ☐ Before & After ☐ Mornings only ☐ After school only ☐ Summer only

ALL PROGRAMS ARE FIVE DAYS PER WEEK.

### PART II: TUITION & FEES

2. PAYMENT.

A. APPLICATION FEE. A NON-REFUNDABLE application fee of FIFTY DOLLARS (\$50.00) for a preschool or kindergarten/school age position and SEVENTY-FIVE DOLLARS (\$75.00) for an infant & toddler position is due and payable on the day this Agreement is made (DATE OF COMMITMENT).

B. TUITION. You will pay the Center a tuition fee of:

\$\_\_\_\_\_ check one:

\_\_\_\_\_ Weekly before 9:30am on Fridays prior to care (not meeting this time/day will void your ability to pay weekly) or

\_\_\_\_\_ Monthly before 9:30am on or before the 25th of the month prior to care being provided

If you enroll your child in the Center during the middle of a month, you will pay, on or before the first day your child attends the Center, a portion of the monthly tuition fee pro-rated on a daily basis for the period remaining in the month.

PAYMENT FOR ADDITIONAL CARE DAYS WILL BE PAID UPON ENTERING THE CENTER ON THAT CARE DAY.

3. METHOD OF PAYMENT. Cash, check or electronically through our online app may be used to make payment for monthly payers, all others must pay through the app. Checks are due on or before the 22nd of each month prior to care and other payments are due on or before the 25th of each month prior to care. However, if any payment by check or electronic means is returned unpaid, you will owe a service charge of TWENTY-NINE DOLLARS (\$29.00) in addition to other amounts due, and thereafter you must pay by cash. Payment must be dropped off to the Center or mailed in to THE CHILD'S NURTURING CENTER, INC., 2318 OLD WESTMINSTER PIKE, FINKSBURG, MARYLAND 21048 FOR RECEIPT ON OR BEFORE THE 25th OF THE MONTH PRIOR TO CARE and the Center will not be responsible for any payment lost, stolen or mislaid before delivery to the Center Office.

4. SUSPENSION AND TERMINATION FOR LATE PAYMENT. If the Center has not received any monthly tuition payment by the 25th day of the month prior to care, the Center will refuse to admit your child to the Center until you pay the amount due plus any additional amounts due. If the Center has not received your payment by the FIRST day after payment is due, your child's enrollment in the Center will be automatically terminated and his/her space will be offered to another child. If applicable, the public school authorities will be notified so that bus transportation is not made to the center.

5. LATE PICK UP PENALTIES. If your child is picked up after the scheduled closing time, you will owe a late fee of ONE DOLLAR PER MINUTE (\$1.00) PER CHILD FOR EACH FIFTEEN MINUTE INTERVAL OR FRACTION THEREOF BEGINNING AT THE SCHEDULED PICK UP TIME. This late pick up fee is due immediately in cash to the employee on duty at the time of pick up. Failure to follow through with this will warrant immediate termination of your child's care.

6. CHANGES IN TUITION AND NOTIFICATION PROCEDURES. You understand the monthly tuition rate and associated terms are subject to change and you agree that you will pay the new rate and follow the terms after the Center Office gives you TWO WEEKS WRITTEN NOTICE OF SUCH CHANGES. These notices will be in the form of either an informational flier placed in your child's cubby, a posting in your child's classroom or electronic communication.

### PART III: GENERAL TERMS: HOLIDAYS, SNOW POLICY

7. ABSENCES. You are responsible for paying the full monthly tuition for each month your child is enrolled in the Center, even if your child is absent due to illness, vacation, or other cause during the month. You must notify the Center at least a week in advance of your child being absent due to a planned event.

8. HOLIDAY SCHEDULE AND SNOW CLOSINGS. Reference the Parent Handbook for modified days and center observed holidays.

### **SNOW POLICY:**

EMERGENCY CLOSINGS FOR ANY REASON WILL BE MESSAGED THROUGH BRIGHTWHEEL. IF LATE OPENING OR CLOSING ARE ANTICIPATED BEFORE OPENING, WE WILL POST THIS INFORMATION BY 5:30AM We *do not* follow the Carroll County Public Schools closings for weather.

\*Emergency closings up to three per school year are not refundable

If the center is opened in the morning and must close after the children have arrived, the center will notify the families at work so they may come and pick up their children. THIS WILL BE DONE THROUGH THE BRIGHTWHEEL APP.

***WEATHER IS NOT AN ACCEPTABLE REASON FOR NOT PAYING TUITION &/OR FEES. PAYMENTS CAN ALWAYS BE MADE THROUGH THE BRIGHTWHEEL APP.***

#### PART IV: WITHDRAWAL & TERMINATION

9. WITHDRAWAL BY PARENT OR CHANGING PROGRAMS. You must give the Center Office at least **ONE (1) MONTH WRITTEN NOTIFICATION** before withdrawing your child from the Center or changing programs.

ALL STAFF HAVE SIGNED OFF ON AN AGREEMENT THAT THEY WILL NOT, IN ANY MANNER, WORK TO PROVIDE OUR CLIENTS CHILD CARE SERVICES FOR A PERIOD OF TWO YEARS BEYOND THEIR EMPLOYMENT WITH US.

#### 10. TERMINATION BY CENTER.

A. IMMEDIATE. The Center may terminate your child's enrollment in the Center, effective immediately, if any of the following conditions arise:

1. In the judgment of the Center Director, the child's or parent's behavior threatens the physical or mental health of other individual's in the Center.
2. Tuition or other fees are not paid within ONE DAY after payment is due.

B. TWO WEEKS NOTICE. The Center may terminate your child's enrollment upon TWO (2) WEEKS WRITTEN NOTICE TO YOU if any of the following conditions arise:

1. Any of the conditions listed above under provision (A) assuming the Center has not exercised its right to terminate enrollment immediately.
2. In the judgment of the Center Director the Center's program does not meet the developmental or special needs of your child.
3. You fail to provide the necessary items such as lunch, diapers, etc.
4. You fail to abide by any other terms of the Enrollment Agreement.

If enrollment is terminated upon TWO (2) WEEKS WRITTEN NOTICE BY THE PROGRAM, THE CENTER IS NOT DEEMED RESPONSIBLE FOR THIS ACTION BEING NECESSITATED AND, THEREFORE, TUITION FOR THAT MONTH WILL NOT BE REIMBURSED with the exception of #10B2 above.

11. MISCELLANEOUS CHARGES. If any miscellaneous charges due the Center or any of its staff (for late pick up, returned check, field trips, etc.) remain unpaid at the time of termination or withdrawal such amounts will be due and payable by the child's last day of attendance.

#### PART V: PERMISSIONS

NOTE: If you fail to mark either space in item #12 and #13 below, we will presume you intended to grant full permission for your child to participate in any of the mentioned activities or events.

12. DO YOU GRANT PERMISSION FOR YOUR CHILD TO PARTICIPATE IN ALL FIELD TRIPS?  
\_\_\_\_\_ YES \_\_\_\_\_ NO

13. PETS.

Our center is a pet free facility. We do not have live animals in the facility or on our grounds. We also cannot have your pets visit on our property. In the event there is a special program that will bring live animals into the facility we will let you know in advance and provide options for your child to go to an 'animal free' zone.

14. PHOTOGRAPHY

Our center will take photos of the students actively participating in our program activities. Student identifiers (names, etc) are not used. Please indicate below if we and our subcontractors have permission to use these photos for publicity purposes:

\_\_\_\_ Yes    \_\_\_\_ No

PART VI: CERTIFICATIONS & ATTACHMENTS

15. CERTIFICATION THAT ALL INFORMATION IS CORRECT. The following attachments are a part of this Agreement. You certify that you have accurately completed all the forms listed below (FROM OUR WEBSITE THEY MAY BE PRINTED BY CLICKING ON ALL BUT ITEMS #F & #G), and that you have read and agree to abide by all the provisions of the Agreement. You agree to notify the Center if there is any change in the information you have supplied on the forms listed below. Infants will have additional paperwork provided by the center prior to initial enrollment.

A. [EMERGENCY FORM \(MSDE 1214\)](#)

B. [HEALTH INVENTORY \(MSDE 1215\)](#): BLOOD LEAD TEST AND IMMUNIZATION FORMS ARE EMBEDDED LINKS

C. [MEDICATION ORDER \(IF CENTER IS TO ADMINISTER MEDICATION\) \(MSDE 1216\)](#)

D. [IF YOUR CHILD HAS ANY ALLERGIES OR ASTHMA](#)

E. [A PARENT'S GUIDE TO REGULATED CHILD CARE](#)

F. COPY OF CHILD'S EXISTING 504 PLAN OR IEP

G. THIS SIGNED CONTRACT

In addition, once invited to sign in to the Brightwheel app you will complete all information on your child's Profile Page before the first day of care.

16. HOLD HARMLESS CLAUSE: In consideration of The Child's Nurturing Center, Inc. permitting my child to participate in all center activities, I hereby for myself, my heirs, administrators and assigns, waive and release any and all rights and claims of any nature I may have against The Child's Nurturing Center, Inc. and any organizations connected with any activities and/or events their representatives, successors, and assigns, for any and all injuries or damages of any nature which my child may suffer while taking part in any activities connected with center operations and/or events.

PART VII: SEVERABILITY & WAIVER

17. SEVERABILITY. If any term of this Agreement is declared invalid or unenforceable it will be severed and all other terms will remain effective and they will be construed as though the invalid term did not exist.

18. **WAIVER.** If the center fails to require that you comply with any term of this Agreement the Center will not be deemed to have waived its right to demand compliance and the center may later require that you comply with such terms after notifying you that it will require compliance.

#### PART VIII: PARENT HANDBOOK & REGULATED CHILD CARE BROCHURE ACKNOWLEDGMENTS

##### 19. PARENT HANDBOOK & A PARENT'S GUIDE TO REGULATED CHILD CARE RECEIPT:

We have an electronic copy of the Parent Handbook online for all of our clients to read when needed. If you need a hard copy we make that available to you upon registering and will provide an additional copy if you ever lose yours.

We also provide copies of A Parent's Guide to Regulated Child Care in the main foyer of the Lower School building in addition to the one you received at registration.

By signing below you affirm that we have provided you with this information.

#### PART IX: PROCEDURAL GUIDELINES FOR BEHAVIOR MANAGEMENT

The Child's Nurturing Center, Inc. employees never use corporal punishment. Our actions for correcting behavior include only sound proven principles of psychological and emotional reinforcement, primarily redirection of behavior.

Our staff are trained in the CSEFEL approach and utilize the design to assist children in the growth of their social emotional development. We concentrate on our students being given appropriate choices to avoid conflict, learn to share and develop strong interpersonal skills.

##### ***This format is followed when children's behaviors are in need of additional support:***

1. Director and teacher alert parents to the problem behavior.
2. Teacher will record behavior.
3. Teacher will consult with the Director or Owner to develop a plan of action for behavior.
4. Director and teacher will talk with the child's parents and child, review plan and ask for suggestions.
5. A plan will be designed for modification of behavior using the input of parent, child and teacher using redirection, reflection and problem-solving skills with clear rules and expectations documented. IF THE PROBLEM PERSISTS:
  1. Teacher will notify Director or Owner and let them know that the problem still exists.
  2. Director, teacher, parents and child will meet and discuss the problem together and agree upon the best way to deal with it. Criteria for the child's continued participation in the program will be decided.
  3. If the behavior does not subside, the Director will terminate the child from the program.

##### THE FOLLOWING BEHAVIOR(S) WILL RESULT IN YOUR CHILD'S IMMEDIATE TERMINATION FROM THE PROGRAM:

1. Endangering the physical safety of staff or other children.
2. Endangering him/herself.
3. Intentional destruction of property.
4. Parental decision to not be involved in this process.

*I have read and fully understand the terms of the Discipline Policy as it is set forth above.*

PART X: SIGNATURES AND ACKNOWLEDGMENTS BOTH  
PARENTS AND/OR GUARDIANS MUST SIGN.

\_\_\_\_\_  
SIGNATURE                      PARENT/GUARDIAN SIGNATURE                      PARENT/GUARDIAN

BY: \_\_\_\_\_  
FOR: THE CHILD'S NURTURING CENTER, INC.                      DATE \_\_\_\_/\_\_\_\_/\_\_\_\_