

Creative Kids Preschool Admission Agreement

Facility Name: Creative Kids Preschool
 Address: 3333 Bechelli Ln Redding, CA 96002
 Phone: (530)215-1600

License Number: 455408443

The licensing agency has the right to enter and inspect the center without advanced notice to secure compliance, prevent violations and ensure regulations are being properly followed. They also have the right to interview children and staff without prior consent

This is a contract between _____ of _____
 (Parent/Guardian Name) (Child being admitted)

Care Start Date: _____

My child's hours will be: _____

Hours of Operation

Ages 0-2 years old: Monday-Friday 7:00 AM-5:30 PM

Ages 2-6 years old: Monday-Friday 6:30 AM-5:30 PM

(Please indicate below what HOURS your child will be here on each day)

Monday ___ Tuesday ___ Wednesday ___ Thursday ___ Friday ___

Fees

A one-time registration fee will be due upon new enrollment of \$80.00

Rates

2-6 years old:

5 Full Days \$880.00 mo.

4 Full Days 760.00 mo.

3 Full Days 660.00 mo.

2 Full Days 575.00 mo.

5 Half Days 700.00 mo.

4 Half Days 620.00 mo.

3 Half Days 530.00 mo.

0-2 years old:

5 Full Days \$1,100.00 mo.

4 Full Days \$1045.00 mo.

3 Full Days 990.00 mo.

___ I will pay monthly.

___ I will pay semi-monthly on the 1st & 15th of each month.

___ I will pay weekly.

___ Alternative Payment Program (No charge) (i.e SCOE, etc)

Late pick up fee of \$20 for the first minute late, then \$1.00 each additional minute. Payment due at pickup after 5:30PM

***No additional services offered at this time ***

Refund/Absence Policy: I understand the agreement regarding fees, payments (all payments are due in advance of care being provided) and non-admission of child without prior payment of care. I also understand I will be charged for the days my child is ill or absent and for holidays when the center is closed. I understand there are NO refunds unless the whole month is paid in advance, I give my two weeks' notice during that months and there are still days remaining in the month after the two weeks is up. Then I will be refunded for the remaining days of UNUSED CARE ONLY. I understand Creative Kids Preschool will give a 30-day advanced notice for any rate changes. I understand the agreement regarding arrival and departure, signing my child in and out, meals, holidays and reason for termination. I agree to notify the center two weeks in advance or pay the difference when I cease care. By signing this contract, I have read, understand and agree to comply with all statements made in the Admission Policies/Parent Handbook.

Parent/Guardian Signature: _____ Date: _____

AGREEMENT

- 1. About Us:** Creative Kids Preschool, Inc. Provides experienced and loving teachers in an engaging environment for children to gain confidence and academic growth. Children are encouraged to learn and enjoy the experiences to prepare them for school. Creative Kids preschool utilizes Teaching Pyramid, a framework we use in our program to help children become ready for school. It is a pyramid with four levels. The first focuses on building strong social relationships between children, teachers, staff, and families. The second was accomplished by providing organized and supportive environments helping the children to successfully follow routines and meeting expectations for behavior. Next, we teach the social and emotional skills that are key to development and positive behavior. Finally, for children that need extra help, we work with families and other experts to create more intensive and individualized plans for children.
- 2. Parties:** This agreement is made by and between the Creative Kids Preschool (hereafter referred to in this Agreement as the “Center”), and the person(s) named above as Parent(s)/Guardian(s) of the child whose name is stated above.
- 3. Agreement to provide day care:** Center agrees to provide care for the child named above (hereafter referred to in this agreement as the “Child”), on the terms and conditions specified in this Agreement.
- 4. Termination of care:** The probationary period is the first (2) weeks of attendance. This is a time for parents, child and provider to ensure the placement will meet their needs. Anytime during this period care can be terminated without a two week notice by the parent or provider. Beyond the probationary period, a (2) weeks notice will be required when leaving Creative Kids Preschool. If an adequate two weeks notice is not provided to the Center, two weeks tuition will be accepted in lieu of the notice. Enrollment may be terminated at any time by Creative Kids Preschool without notice. If the program does not meet the needs of the child, if child is chronically ill, if the child is a safety threat to him/herself or other children (i.e chronic biting, hitting or other physical behavior problems), if the parent does not meet the contract requirements or for any reason deemed by Creative Kids Preschool Inc.
- 5. Injury/Illness Policy:** Center will not accept any child who, by reason of illness or injury, cannot participate in a day care activities, or who presents a danger to other children in the Center. This restriction includes children with fevers, severe colds, or other symptoms of illness. Center reserves the right to judge whether a child can participate in day care activities or presents a danger to other children. If Parent/Guardian has any question as to the health of Child, it is Parent/Guardian’s responsibility to telephone Center before bringing Child to Center to discuss Child’s condition. Please see Parent Handbook for further details.
- 6. Illness:** To keep from spreading illness and disease, children must be kept home whenever they have the following symptoms: Fever/vomiting, 24 hours after symptoms are gone, after (3) diarrheas, 24 hours after last diarrhea, Chicken pox, 4 to 7 days or until pox are dry, Conjunctivitis (pink eye), 24 hours of treatment, Lice, Completely gone (ZERO nit Policy), Covid-19, 5 days after positive test or end of symptoms.

7. **Absence due to vacation, illness, injury or other family reasons:** Absence due to vacation, illness, injury or other family reasons will not constitute grounds for a refund of any tuition. If you know your plans will involve an extended absence, Center requests that you file an Extended Leave Notice form approximately 2 weeks in advance. These are guidelines only. Each situation will be addressed on its own merits and exceptions may be granted in the sole discretion of the Center Director. Any exception must be in writing and signed by the Center Director.
8. **Notice to Parent/Guardian of Injury or Illness Occurring at Center:** In the event that Child becomes ill or is injured after arriving at Center, Center will attempt to notify Parent/Guardian by telephone. Simultaneously with execution of this Agreement, Parent/Guardian must execute and deliver an emergency information card as required by California Regulations. This card will include Child's full name, telephone number, and location of a parent or other responsible adult to be contacted in an emergency. The card will also include the name and telephone number of the child's care physician and the authorization for _____ to consent to emergency medical care as authorized by regulations.
9. **Incidental Medical Services:** An increasing number of children attending child care are taking medications. They may need medication on a regular basis, or they may take medication "as needed" or for a temporary illness. Non-medical staff in licensed child care programs in California are allowed to give both prescription and non-prescription medications to children so that they may attend child care. The rules and procedures for providing these incidental medical services (IMS) in child care and preschool settings are set forth in our written plan of operations. If your child needs incidental medical services you will be required to complete and comply with a formal written plan for the provision of these services.
10. **Basic Care:** Center agrees to provide the following childcare to Child: (1) continuous observation, care, and supervision, as required; (2) assistance with personal needs, as required; The Center emphasizes the development, practical life skills, reasoning, decision making, and problem-solving abilities. Center strives to deliver the following three primary elements for your child's growth and development:
1. A happy environment where children can actively engage in activities which are essential to help them build their confidence and capability
 2. A pro-active environment. Through daily routine and learning, children are encouraged to take initiatives and to explore, with their own sense of ownership
 3. Useful tools. Using a combination of traditional and technology-based teaching tools, Center teachers and aides strive to make learning effective, sustainable, enjoyable, and to inspire confidence in your child about his/her personal learning ability and capacity
11. **Meals:** Nutritious meals will be provided by the center and prepared onsite as follows:
 Breakfast – All 8:00am Lunch – Infant/Toddler 11:00am Preschool 11:30am Snack – All 2:00pm
 A menu will be posted on the parent board at the sign in/out area on the first of each month for that month. If your child does not arrive by 10:00am Please give us a courtesy call that you will be coming but will be late. Our cook needs time to plan and cook enough food.
 ** *This institution is an equal opportunity provider* **

- 12. Supplies:** It is the responsibility of Parent/Guardian to provide the following items: disposable diapers, wipes, bottles, blankets, and changes of clothes. Check cubbies frequently to assure your child has what he/she needs.
- 13. Hours and Days of Operation:** Parent/Guardian may deliver Child to Center no earlier than 7:00 AM (Ages 0-2 years) and 6:30 AM (Ages 2-5 years) and pick up Child no later than 5:30 PM on every weekday for which the child is enrolled commencing on _____.
- 14. Holidays:** Center will be closed, and no day care will be provided on the following holidays:
New Year's Day-January 1st
President's Day-3rd Monday in February
Memorial Day- Last Monday in May
Independence Day- July 4th
Labor Day- 1st Monday in September
Thanksgiving Day- 4th Thursday in November
Day after Thanksgiving- 4th Friday in November
Christmas Eve- December 24th
Christmas Day- December 25th
- 15. Tuition Payments:** Tuition payments are due on the 1st of each month and are processed using an ACH payment system, which will automatically deduct from a debit/checking account. If insufficient funds occurs, there will be a fee of \$100 charged. Tuitions are based on 52 weeks per year. Families pay for all scheduled days including when the Center is closed for holidays and staff development. Tuition fees are fully inclusive of extended day, meals, enrichment programs and field trip. Collected tuition fees are non-refundable.
- 16. Termination:**
- A. Parent/Guardian may terminate this agreement at any time by giving 30 days advance written notice of termination to the other party and paying a termination fee equal to one additional month's tuition.
 - B. Center may terminate this agreement at any time for nonpayment of any charges provided for in this agreement, including any charges for regular childcare and charges for late pickup. Center may also terminate this agreement at any time if, in Center's sole discretion, Center determines it is unable to meet the needs of the child or the child presents a danger to him/herself, other children, staff or others.
 - C. This agreement shall be automatically terminated by the death of the child and no further liability or debt shall accrue after the date of death.
- 17. FORCE MAJEURE:** Center will be deemed to be in default if performance of an obligation required by this agreement is delayed or becomes impossible because of any natural disaster, war, terrorist act, earthquake, fire, strike, sickness, accident, civil commotion, epidemic, pandemic, virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease, act of government, its agencies or officers, or any other legitimate cause beyond the control of Center and not induced or brought about by the unreasonable acts of Center, then Center, in addition to any other rights and remedies it may have, may elect, by giving notice to Parent/Guardian, to extend the term of this agreement for a period equivalent to all or any part of the period that any such conditions will prevail or that Parent/Guardian will be in default. In the event of any such extension, specific dates, period, and time requirements referred to in this agreement will be postponed or extended accordingly.

- 18. Attorneys' fees:** If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief which that party may be entitled.
- 19. Governing law:** This agreement will be governed by and construed in accordance with the laws of the State of California.
- 20. Notices:** Any notices required to be given under this agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested, or by email to the email address of record. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Email notices will be deemed received on receipt or one day after being sent, whichever occurs first.
- 21. Entire agreement of the parties:** This agreement supersedes any and all agreements, with oral or written, between the parties with respect to the rendering of services by Center for Parent/Guardian and contains all of the representations, covenants, and agreements between the parties with respect to the rendering of those services. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this agreement, and that no other agreement, statement, or promise not contained in this agreement will be valid or binding. Any modification of this agreement will be effective only if it is in writing and signed by the party to be charged.
- 22. Partial invalidity:** If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will continue in full force and effect without being impaired or invalidated in any way.
- 23. Arbitration:** Any controversy or claim arising out of or relating to this agreement or the breach of the agreement will be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the award.
- 24. Assignment:** Neither this agreement nor any duties or obligations under this agreement may be assigned by Parent/Guardian without the prior written consent of Center.
- 25. Licensing:** Center is a day care center and an infant center as defined in the Health and Safety code section 1596.76. Center is licensed under the California Department of Social Services. For the purpose of this agreement, "Child Care" means nonmedical care for infants and children, five or younger, who are in need of personal services, supervision, or assistance that is essential to sustain the activities of living, or protection on less than a 24-hour basis.
- 26. Modification of agreement:** On any change to fees charged to the Parent/Guardian or Authorized Representative, Center agrees to notify, in writing or by email, at least 30 calendar days before the change takes effect. Any other modification of the terms and conditions provided for in this agreement must be in writing, agreed to by each Parent/Guardian or Authorized Representative, and signed and dated by each Parent/Guardian or Authorized Representative and Center.

- 27. Parent/Guardian(s):** The Parent/Guardian(s) warrant(s) and represent(s) that his/her/their relationship to Child is correctly stated above, and that he/she/they is/are the legal custodian(s) of Child. If more than one Parent/Guardian is listed above, either person named above as a Parent/Guardian may exercise any of the rights or duties of a Parent/Guardian as specified in this Agreement.
- 28. Parental responsibilities:** While the Center endeavors to provide reasonable care and supervision for all children in care at all times, there may be occasions where a child acts out to a degree well beyond what is normal and acceptable behavior for a child that age. In the event such behavior continues that child may be dismissed from the Center in the Center's sole discretion. In addition, should such behavior result in damage to a person or to property the Parent/Guardian of such child may be held liable.
- 29. Parent/Guardian Rights:** As a Parent/Authorized Representative, you have the right to enter and inspect the child care center without advance notice whenever children are in care. File a complaint against the licensee with the licensing office and review the licensee's public file kept by the licensing office. Review at the child care center, reports of licensing visits and substantiated complaints against the licensee made during the last three years. Complain to the licensing office and inspect the child care center without discrimination or retaliation against you or your child. Request in writing that a parent is not allowed to visit your child or take your child from the childcare center, provided you have shown a certified copy of a court order. Receive from the licensee the name, address and telephone number of the local licensing office.

Licensing Office Name: _____

Licensing Office Address: _____

Licensing Office Telephone #: _____

Be informed by the licensee upon request, of the name and type of association to the child care center for any adult who has been granted a criminal record exemption, and that the name of the person may also be obtained by contacting the local licensing office. Receive, from the licensee, the Caregiver Background Check Process Form. NOTE: CALIFORNIA STATE LAW PROVIDES THAT THE LICENSEE MAY DENY ACCESS TO THE CHILD CARE CENTER TO A PARENT/AUTHORIZED REPRESENTATIVE IF THE BEHAVIOR OR THE PARENT/AUTHORIZED REPRESENTATIVE POSES A RISK TO CHILDREN IN CARE. For the Department of Justice "Registered Sex Offender database, go to www.meganslaw.ca.gov LIC 995 (9/08)

Acknowledgement of Notification of Parents' Rights & Admission Agreement

I, _____ of _____,
(Parent/Authorized Representative) (Child being admitted)

have received a copy of the "Child Care Center Notification of Parents' Rights" and the "Caregiver Background Check Process" form from the licensee.

Name of Child Care Center: _____

Signature: _____ Date: _____
(Parent/Authorized Representative)

Signature: _____ Date: _____
(Parent/Authorized Representative)

Signature: _____ Date: _____
(Center Representative)

NOTE: This acknowledgement must be kept in child's file and a copy of the notification given to parent/authorized representative.