

# Child Care Contract

55 PA Code Chapters 3270.123 &. 181(C); 3280.123 &. 181 (c); &. 3290.123 &181(c)

Between

Kristina LeBeau

DBA: The Art of Play Early Learning Center

212 Beaver Drive, Mechanicsburg PA 17050

717-612-2349

and

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(Parents or Guardians Names)

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(Street Address, City, State, Zip Code)

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(Phone Number)

For

the care of \_\_\_\_\_.



The Art of Play Early Learning Center will provide childcare under the followin

## Faith

We feel that the love our Savior Jesus Christ has for us should shine in every experience that children are given. “We love because he first loved us” 1 John 4:19.

## Values

The core values that we teach by are derived from the latest research on best practice. The teaching practice from the world’s leading countries in education is what has inspired the values we hold dear. We believe that:

1. Childhood is valuable and needs to be respected; children deserve time to be children.
2. Play is the most important element in the early childhood curriculum.
3. The curriculum should be child driven and child lead.
4. The curriculum should be individualized to meet each child's unique needs and desires.
5. The curriculum should include a focus on nature and the arts.
6. The curriculum, teachers, and environment should always be improving to meet the growing needs of the children.
7. The environment is the third teacher.
8. Parents are always the first teacher.
9. Teacher parent relationships are just as important as teacher child relationships.
10. The environment must always be fun, loving, nurturing, and create a sense of security through continuity.

### Code of Ethics

Standards of ethical behavior in early childhood care and education are based on a commitment to the following core values that are deeply rooted in the history of the field of early childhood care and education. We have made a commitment to

- Appreciate childhood as a unique and valuable stage of the human life cycle
- Base our work on knowledge of how children develop and learn
- Appreciate and support the bond between the child and family
- Recognize that children are best understood and supported in the context of family, culture\*, community, and society
- Respect the dignity, worth, and uniqueness of each individual (child, family member, and colleague)
- Respect diversity in children, families, and colleagues

Recognize that children and adults achieve their full potential in the context of relationships that are based on trust and respect

\* *Culture* includes ethnicity, racial identity, economic level, family structure, language, and religious and political beliefs, which profoundly influence each child's development and relationship to the world. NAEYC (2005) *Code of Ethical Conduct & Statement of Commitment*. Reprinted with permission

If at any point during the enrollment process you feel your rights have been violated please feel free to call the Department of Human Services Child Care Division at 1-800-222-2117 or 717-772-7078

## Hours of Care

Care will begin on \_\_\_\_\_ for the following hours of care each week: (Day, Date)

| Day       | Hours Available between: 8:00am-4:30pm |
|-----------|----------------------------------------|
| Monday    | _____ to _____                         |
| Tuesday   | _____ to _____                         |
| Wednesday | _____ to _____                         |
| Thursday  | _____ to _____                         |
| Friday    | _____ to _____                         |

Late drop offs do not allow for late pick-ups. The child care program is open year- round, except for the holidays and vacations listed. A yearly calendar with up to date closures will be given out ahead of time.

## Early Drop Off and Late Fees:

Doors are not activated for parental code access until 8:00am. A late fee of \$40 per child per hour will be assessed for any pick ups after 4:30pm starting with the first 10 minutes late. Contract is terminated after 3 late pickups without prior approval by provider.

Initial Here \_\_\_\_\_

## Trial Period and Termination Policy

The first four weeks of care will be an adjustment or trial period. During this time, either the client or the provider may cancel the contract immediately, without written notice. If the contract is cancelled during this period, the client will pay a prorated fee. The enrollment deposit will not be refunded, even if the contract is canceled within the first week. After the four-week trial period has been completed, the client must give four-week written notice to terminate this contract and a date of withdrawal will be established. The client is responsible to pay for care until the date of withdrawal, even if they choose not to send their child. The provider may terminate this contract at will and the client will be refunded for any additional paid days.

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**Inclusion:**

The Art of Play follows Pennsylvania's Office of Child Development and Early Learning's policy and practice regarding inclusion. We do not discriminate based on age, gender, race, religion, abilities, language, or financial situation. As long as we can provide a safe and developmentally appropriate program for your child we will not turn them away.

**Suspension and Expulsion:**

The Art of Play follows Pennsylvania's Office of Child Development and Early Learning's policy and practice regarding suspension. Suspension and Expulsion can occur if the child exhibits poor behavior that is too disruptive to the day, a danger to the other children, a danger to themselves, a danger to the teacher, or a danger to the animals on the property. Such poor behavior could include (but is not limited to) the following: hitting, biting, kicking, pinching, pushing, causing other physical harm, using inappropriate language, using racially offensive language, or damaging property.

The Art of Play **does not** have a three-strike policy. Each situation is a case-by-case. Developmentally appropriate behavior for poor choices is always weighed in the decision making process. We understand that sometimes children bite, hit, push, or make poor choices. We will do everything we can to help each child overcome their poor choices that is within our limits.

Steps to suspension and expulsion:

1. Redirect child.
2. Document instance and make observational notes to share parents.
3. Review the actions and make notes if they are developmentally appropriate.
4. Share information with parents.
5. Address concerns with parents and work to establish an action plan with parents.
6. Keep a log of any further incidents.
7. Parents will be notified to pick up a child who continues to make poor choices, which are not typically developing choices.
8. Suggest parents seek outside resources or local agencies for help.
9. Child will be suspended if needed until an action plan is in place.
10. Work with parents and local agencies to help implement the action plan.
11. If parents refuse to seek help, delay seeking help, are thought to ignore the behavior, or the child is not improving the child will be expelled.

**The provider has the right to expel immediately if she deems necessary**

If the poor choices and behavior are an immediate threat to the wellbeing of the child, teacher, other adults, or animals (this is not limited to physical wellbeing) then steps 1-11 will be skipped and child will be immediately expelled.

**Termination of Service:**

If at any point a child develops a developmental delay that was not addressed at enrollment and is out of the teachers realm of knowledge, is too great of a need for the teacher to care for, impacts the care of other children, or cannot provide with a safe and developmentally appropriate environment parents will be given a 2 week notice of termination.

**I understand the Inclusion, Suspension, Expulsion, and Termination Policy Fully**

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**Rates and Fees:**

The weekly fee for care is \$\_\_\_\_\_for\_\_\_\_\_days of care. (Please see below for current care rates)  
 Parents who wish to add a drop-in day as needed will be charged \$60 should space be available. The weekly rate may increase each year on January 1<sup>st</sup> or a \$50 supply fee in lieu of a rate increase. Parents will be notified no less than 3 months in advance of any rate increase. **Weekly tuition can be paid Friday for the following week of care, Friday bi-weekly before care is given, or the last day of each month for the upcoming month.** If the child care fee is not paid when due, a late payment fee of **\$45.00** per day will be added to the past due amount, at the provider's discretion, until it is paid. The fee for an insufficient funds check will be \$35.00, plus the amount of any bank charges to the provider's account. At the provider's discretion, the client will pay an additional fee of \$1.00 per minute if the child is dropped off earlier or picked up later than the time stipulated in this contract, unless arrangement is made prior to the day. A nonrefundable enrollment deposit, equal to one week of childcare, is required in order to secure a position at the Learning Center. This deposit will be applied to the last week of care when a four-week notice is given.

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- Provider will check and initial \_\_\_\_\_if families are grandfathered into lower rate prior to September 2024 enrollment. If so the lower rate is : \_\_\_\_\_

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**Tuition****Infants: Birth to 12 months**

Full Time M-F: \$450 wk/ 5 days

Part Time M-Th: \$360 wk/ 4 days

Part Time M, W, F: \$270 wk/ 3 days

Part Time Tue/Thur: \$180 wk/ 2 days

Part Time: \$90/ 1 day

**Toddlers: 12 months-36 months**

Full Time M-F: \$295 wk/ 5 days

Part Time M-Th \$275 wk/ 4 days

Part Time M, W, F \$240 wk/ 3 days

Part Time Tue/Thur \$160 wk/ 2 days

Part Time : \$80 wk/ 1 day

**Preschoolers: 8am- 4:30pm or 8am- 2:30pm**

Full Time M-F: \$295 or \$265 wk/ 5 days

Part Time M-Th: \$275 or \$230 wk/ 4 days

Part Time M, W, F: \$240 or \$195 wk/ 3 days

Part Time Tue/Thur: \$160 or \$130 wk/ 2 days

Part Time: \$80 or \$65 wk/ 1 day

### **Holding a Spot/ Deposit**

The provider agrees to hold a space in her program until \_\_\_\_\_ for the client's child. In return, the client agrees to pay the provider \$100 a week until the start date **and** a \$200 deposit to go towards the last week of care. If the client decides, at any point, not to enroll the child, or withdraw the child from care the deposit and holding fee is not refundable. If the provider chooses to terminate the contract during the holding period or within the first three months of care, the deposit will be refunded, unless the contract is terminated due to gross misconduct by either client or child. After the first three months of care, the deposit will not be refunded without a four-week notice.

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### **Summer Time Holding Spot**

The provider agrees to hold a space in her program for a nonrefundable fee of \$125 per week per child for the summer. This is to ensure that the child has a spot in the fall. This does not go towards any future tuition.

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### **Termination of Care**

The parent must submit, in writing, the last date of care for their child(ren). A **four-week** notice is required. Without a four-week notice the parent forfeits their deposit and must pay the remaining tuition for the last four weeks of care. Any portion of the last four-weeks of care not paid for will result in the bill being turned over to collections. A \$45 a day late fee will apply to unpaid balances.

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### **Other Fees**

The client will pay a nonrefundable registration fee of \$50.00 for processing the paperwork required for enrollment (along with a registration fee at the beginning of each calendar year) for the provider to purchase necessary materials need for the child. This fee must be received, along with a signed initial contract (or bi-annual updated contract), and enrollment deposit, in order for a position to be secured at the Learning Center initially (or annually).

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## Holidays and Vacations

The child care program will be closed on the days listed on the yearly calendar to include: **New Years Day, Martin Luther Kind Day, Presidents Day, Good Friday, Columbus Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, and Christmas.** Holidays listed are paid days off. If a holiday falls on a Saturday the child care program will close on Friday. If a holiday falls on a Sunday the child care program will close on Monday. The provider also gets **5 paid vacation days** and any additional non-paid days she wished to close to schedule on the yearly calendar. Yearly calendars will be given out no later than December 1<sup>st</sup> for the upcoming year.

The provider closes for two weeks around Christmas and New Years (exact dates to fluctuate annually). **Tuition will be due** for the week of Christmas and **no tuition will be due** the week following.

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## Provider Sick/Personal Days

The provider will try to provide a substitute for her sick or personal days. If a suitable substitute cannot be found, **the provider has 8 days each calendar year to use as paid sick leave.** After those 8 days parents must find alternative care and tuition will be refunded for any sick days the provider needs to close beyond the first 8 days.

The provider has **6 unpaid personal days** she may utilize as needed with a minimum of **30-day notice** to families. She may not schedule additional time off without a **30-day** notice.

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## Provider Maternity/ Adoption Leave

The provider may take up to 12 weeks leave for the birth or adoption of a new child. **Families are responsible for finding alternative care and no tuition will be due for this time.**

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## Bereavement Leave

The provider may take up to 5 days paid and 10 days unpaid due to the death of a family member. Every attempt will be made to find a child care provider to be subcontracted to care for the children during this time period. If no suitable provider is found, the client is responsible to find alternate care.

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### Weather Related Closure

For the protections of the children and for the liability of the program the provider will follow Heritage Christian Academy's Snow Delay and Closure Schedule. The provider will send out texts no later than 7:00am to notify parents. The provider will use their discretion to override the school districts decision when needed. Regular tuition rates apply for delays and the following tuition payment will be adjusted for weather related closures.

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### State of Emergency Closures

Should the State of Pennsylvania order a shut down that includes Cumberland County and/or Hampden Township parents will be responsible for **50%** of their tuition for the days that the program closes. Should parents choose to terminate their contract during this time they must still pay the last 4 weeks of tuition as per the termination policy.

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### Sick Child Policy

Children will be sent home if they have symptoms of a communicable disease or infection that can be transmitted directly or indirectly and may threaten the health of children in care. This includes: Mouth sores, Rash with fever or behavioral change, Purulent discharge from the eyes, Productive cough with fever, Temperature equal to or greater than 101° F, Unusual lethargy, irritability, persistent crying, difficulty breathing or other signs of severe illness, Vomiting, or Persistent diarrhea. As per regulations § 3290.137. Children with symptoms of disease and § 27.72. Exclusion of children, and staff having contact with children, for showing symptoms. The usually weekly rate will still be in effect even if a child is sent home for illness. A doctor's note (if deemed necessary by the provider) and/ or a minimum of 48 hours fever and symptom free is required for readmission. If parents are unable to pick sick children up in a timely manner, **send children on fever reducing medication knowing** while they are sick the provider has the right to terminate care **without any refund or deposit or tuition.**

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### Child Sick Days or Absences

The usual weekly rate will be charged on all normal operating days, even if the parent does not send the child to care due to illness or other personal reasons.

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**Medication**

Prescription and non-prescription medication will be administered at the providers with a doctor's note stating the exact time and dosage the medication needs to be given in child care. Medication must be in the original bottle with the child's name and physician's name and number printed on the bottle.

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**Immunizations**

All children must be immunized prior to enrollment and during enrollment. Children have 30 days from the start date to return a child health assessment from their pediatrician or family physician. Failure to do so will result in suspension until the form is brought in. Tuition is expected to be paid during suspension or care will be terminated.

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**Charges for Damage by the Child**

If the client's child breaks or damages the provider's property, the client will pay to have the item replaced or repaired, at the provider's discretion.

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**Sunscreen/ Bug Spray/ Diaper Cream/ Baby Wipes**

The **provider** will provide sunscreen, bug spray, and diaper cream, and baby wipes to use. By initialing you agree to allow the provider to put products on your child which is verbally discussed.

Initial Here \_\_\_\_\_

**Parent Provides**

The parent is responsible to provide: breakfast, lunch, formula, snacks, baby food, diapers, pull ups, and extra clothing.

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**Provider Provides**

The provider will provide bottled water, skim cows milk, nap items, extra snacks, and age appropriate learning materials/curriculum/ and developmental assessments for each child.

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## Big Body Play

At The Art of Play we believe in play and know the importance of big body play. Children are allowed to explore their word by climbing, jumping, and running in a controlled and supervised environment. Bumps and bruises might occur but it's part of learning and playing. By initialing you understand the risks associated with play and understand your children will be allowed to freely play and explore as much as possible without the situation becoming dangerous.

Initial Here \_\_\_\_\_

## Field Trips

We at The Art of Play believe in learning outside of the classroom. Your child might have the opportunity to take field tips. Permission slips must be turned in no later than drop off the morning of the trip. If permission slips are not turned in the child care will not be provided and no refund will be issued for that day. Parents have the right to refuse field trips and their child(ren) will be excluded for the day with tuition refunded for the day.

Initial Here \_\_\_\_\_

## Transportation

Children might be transported by The Art of Play for field trips. Your provider has had training as a Certified Child Safety Passenger Technician; meaning she was trained to properly install car seats and properly fit them to your child. Your children will be provided with a Diono Radiant RXT car seat to use while in care. Information on these seats can be found at <https://us.diono.com/convertible-to-booster/radianrxt-storm>. Your provider and any staff who will be driving will have a valid drivers license, a clean driving record, and be able pass an alcohol and drug test. By initialing you understand to the transportation policy and give consent for transportation and have checked that your child's car seat is fitted and installed properly.

Initial Here \_\_\_\_\_

## Pets

I understand that my child will be in contact with a dog. All animals are up to date on vaccinations, in good health (physically and mentally), comfortable with children, and clean. Vaccination records are available upon request.

Initial Here \_\_\_\_\_

## Regulation

I understand that I can find a copy of Pennsylvania's Family Child Care regulations at <http://www.pacode.com/secure/data/055/chapter3290/chap3290toc.html> or for a fee of \$5 I can have the provider give me a hard copy of the regulations. The Learning Center has a copy of the regulation for parents to view upon request. Regulation books also may be checked out overnight. As per regulation § 3290.22 Availability of certificate of registration and applicable regulations.

Initial Here \_\_\_\_\_

**Person(s) Designated for Pick-Up**

In addition to the parents/legal guardians named on this contract, your child may be released to the following people. Please include phone numbers and addresses. (identification required the first time child is picked up by an alternate person. **CHILDREN WILL NOT BE RELEASED WITHOUT PROPER IDENTIFICATION** and parents are responsible for any late fees occurred over this):

[illegible]

## Signatures of Parties to the Contract

By signing this contract, clients indicate they have read, and agree to follow the policies listed in this contract and The Parent Handbook. The provider reserves the right to make changes to her policies and will give the client a copy of the revised policies at least four weeks before they go into effect. The clients agree to follow any changes or additions that the provider makes to her policies in the future. A failure of the provider to enforce one or more terms of this contract does not waive the provider's right to enforce any other terms in this contract.

I, the parent/guardian;

\_\_\_\_\_ received complete written program information at the time of enrollment. (§ 3270.121, 3280.121, 3290.121) (The Parent Handbook)

\_\_\_\_\_ agree to update the emergency contact/parental consent form whenever changes occur or every 6 months **at a minimum**. (§ 3270.124, 3280.124, 3290.124) **Parents are always given original copies to retain for their records.**

\_\_\_\_\_ understand that failure to comply to the policies of this contract will result in termination without any refund.

\_\_\_\_\_ understand that without signing this contract or initialing it completely my child is not allowed to attend The Art of Play Early Learning Academy. I must agree to all terms and conditions, through this contract, before enrollment is complete.

\_\_\_\_\_ understand that once the provider reviews my child's enrollment application and contract the provider will make a decision on enrollment acceptance. If admission is granted the provider will also sign this contract and return a copy.

\_\_\_\_\_ understand that **\$250 is due with this contract and enrollment application to be considered for admission.** If admission is denied the \$250 will be returned immediately.

\_\_\_\_\_ understand that tuition is to ensure the child's spot and not contingent on attendance.

\_\_\_\_\_ understand all termination policies fully, suspension policy fully, and expulsion policy fully.

\_\_\_\_\_ understand that initialing the pages of this contract and signing below mean that I fully understand all the policies written in this document, and I agree that this is a legally binding contract between myself (client) and Kristin LeBeau (provider).

\_\_\_\_\_(Parent or legal guardian's signature/ Date)

\_\_\_\_\_(Provider's signature/ Date)