# Children's Center of Damascus Enrollment Contract 9751 Hawkins Creamery Rd. Gaithersburg, MD 20882 (301) 253-6864 director@childrenscenterdamascus.com

This Enrollment Agreement is made between Children's Center of Damascus, and \_\_\_\_\_\_\_\_\_\_(the "Parent"), in consideration of the mutual promises set forth below. The Enrollment Agreement is for the duration of enrollment.

Child's Name	Birthdate:
First Middle Last	
Child resides with (circle one): Both Parents Mothe	er Father
Parent(Father):	
Cell Phone: Home Phone:	
E-Mail:	
Home Address:	
Employer:	
Employer Address:	
Employer Phone #:	
Parent(Mother):	
Cell Phone: Home Phone:	
E-Mail:	
Home Address:	
Employer:	
Employer Address:	

Has your child had any previous group experience? YES / No If so, please list these experiences:

Does your child have any special condition or require accommodations of which the teacher should be aware? (Allergies, IEP, language difficulties, physical limitations, fears, etc.) YES / NO If yes, please explain:

What activities does your child enjoy?

### MSDE Parent Guide to Regulated Child Care

Children's Center of Damascus is licensed by the Maryland State Department of Education, Office of Child Care. You can learn more information through the Parent Guide to Regulated Child Care here:

https://earlychildhood.marylandpublicschools.org/system/files/filedepot/2/guide\_to\_re gulated\_child\_care.pdf

#### Permission to be Photographed

I hereby consent to Children's Center of Damascus to use photographs taken of my child for publicity, promotional and/or educational purposes (including publications, presentation or broadcast via newspaper, internet or other media sources). I do this with full knowledge and consent and waive all claims for compensation for use, or for damages.

\_\_\_\_\_ Yes, I give consent for Children's Center of Damascus to photograph my child for advertisement, school purposes and/or at school events. **Initials** \_\_\_\_\_\_

\_\_\_\_ No, I do not authorize Children's Center of Damascus to photograph my child for any event. Initials \_\_\_\_\_

**<u>TUITION</u>** Tuition is paid on the first of each month and due by the 7<sup>th</sup> of each month. Tuition payments are required to be set up via autopay through Brightwheel unless prior arrangements are made with the Director.

**Declined Payment Charge** In the event any payment is returned to the Center as unpaid or is in any manner dishonored by the financial institution from which the

payment is drawn, the Parent will be assessed a service charge of \$35.00 for each such dishonored check.

<u>Sibling Discount</u> A sibling discount of 10% will apply to the older child or the child with the lower tuition.

<u>Additional Time</u> For children attending the Early Learning Program (9am -12pm) and Pre-Kindergarten program (9am -3pm) there is a 5-minute grace period at pick up and drop off time. For the first 1 5 minutes you will be charged \$5. After that, a charge of \$1 per minute will be charged.

Late Pick Up Charge Children picked up after 5:30 p.m. are charged a late pick up fee of \$2.00 per minute per child.

In the event you will be unable to meet your child by 5:30 p.m., you agree to notify the Center's staff and to inform the staff of an alternate pick-up person.

In the event the parent is late in picking up the child on more than two consecutive occasions, or a total of four non-consecutive occasions, the parent agrees to attend a conference with the Director of the Center to develop a new pick-up schedule for the child so that the parent will be able to abide by the Center's closing schedule.

**Payment** Payment of tuition is due and payable on the first of each month for services to be provided during the following month. Tuition payments are required to be set up via autopay through Brightwheel unless prior arrangements are made with the Director. If the Child is enrolled during the middle of a month, the tuition will be pro-rated for each School Day the child is enrolled during the month.

At the discretion of the Director any account in default at the 15<sup>th</sup> of the month is subject to the immediate termination of this contract and cessation of your child's attendance at the Center until the account is paid in full.

Late Payment Charge Any outstanding balance on <u>not paid in full by the close of</u> business on the seventh calendar day of a normal calendar monthly billing will be assessed a late fee of 10% of the outstanding account balance.

<u>Method of Payment</u> Tuition payments must be set up on autopay through Brightwheel. Autopayments can be set up via ACH or credit card. A fee of 2.9% on credit card transactions will be charged. In the event any payment is returned to the Center as unpaid or is in any manner dishonored by the financial institution from which the check, debit or credit card is drawn, the Parent will be assessed a service charge of \$35.00 for each such dishonored transaction.

<u>Placement of Enrollees at the Children's Center</u> The Children's Center Staff reserves the right to determine the placement of each child enrolled in our program.

# HOURS OF CARE

<u>Schedule of Hours</u> The Center will provide care to the Child in each of the Center's programs at the Facility during the time specified by the Parent in the Schedule of Hours set forth on the Enrollment Agreement form that must be renewed and completed each school year.

**<u>Record of Hours</u>** Each day, you will check your child in and out through the Brightwheel app using the posted QR code. Failure to do so will cause your child to be checked in at 7:00a.m. and checked out at 5:30p.m. If your child is picked up after 5:30p.m. the exact time will be recorded. These additional hours will be billed the following month.

**Programs Provided** All programs provided will depend upon sufficient enrollment.

### **REGISTRATION AND DEPOSIT**

**<u>Registration Fee</u>** The Parent agrees to remit to the Center a non-refundable registration fee in the amount of \$50.00, due and payable at the time this Enrollment Agreement is accepted by the Center.

The Parent agrees to remit a registration fee for each School Year the Child is placed in the Center's care.

The Center, in its sole discretion my increase the registration fee without prior notice.

**Deposit** At the time this Enrollment Agreement is accepted by the Center, the Parent agrees to remit as a deposit an amount equal to one-half of the monthly tuition for each Child to be provided care by the Center pursuant to the terms of this Enrollment Agreement. This contract is not valid and no space will be reserved for your child until a registration fee and tuition deposit are paid in full and all registration paperwork has been remitted.

This contract can be terminated by giving the center a written 2 week notice. An email sent to <u>director@childrenscenterdamascus.com</u> or hand delivered letter with your intent to disenroll will be accepted.

Upon termination of this Enrollment Contract, the deposit shall be credited to the account, except when:

There is an outstanding balance due and owing to the Center,

This Enrollment Agreement is terminated not in accordance with this Enrollment Agreement,

The Parents breaches any provision of this Enrollment Agreement.

Return of deposit can take 6 to 8 weeks.

### DROP-OFF AND PICK-UP OF CHILD

<u>Hours of Operation</u> The Center is open at 7:00 a.m. and closes promptly at 5:30 p.m. on each School Day. Your child must be picked up no later than 5:30 p.m. on each School Day.

# **RELEASE OF CHILD TO AUTHORIZED INDIVIDUALS**

In the event of an emergency, the Parent is unable to pick-up their child from the Center, the Parent must notify the Center of the emergency pick-up plan. No child is released without parent notification of such plan.

Persons listed on the Emergency Card are legally authorized by the Parent to pick-up their Child in case of an emergency. The Parent acknowledges and expressly represents that each person listed on the emergency card is sixteen years old or older.

In the event that no one listed on the Emergency Card is available to pick-up, the Child will only be released to an adult who is expressly designated by the Parent to be the emergency pick-up person on that day. That emergency pick-up person must have identification, be 16 years old or older, be able to provide transportation by car with appropriate child safety seats and sign the Child "Out of Care" on the Special Pick-Up Form in the Center.

**ABSENCES** Parents must notify the Center of each of the Child's absence(s) from the Center at the earliest possible time. This is a licensing requirement. We are required to track illness in the Center, so we must know the reason for the absence and if the child is ill, we must be notified of the diagnosis.

**Illness** We must follow licensing regulations regarding illness in children. Children will be excluded from care if they exhibit signs of illness. Signs of illness include one or more of the following symptoms: fever of 99.4 degrees under the arm or taken on the forehead, 100 degrees orally, diarrhea, vomiting, or unexplained rash. A child must be fever free for 24 hours without the aid of fever reducing medication before returning to care. Vomiting and diarrhea must be resolved before returning to care. If a child is prescribed an antibiotic, the child must have been on the medication for 24 hours before returning to

care. If a child develops symptoms while at the center, a parent will be contacted to pick their child up. A sick child must be picked up within the hour.

### COVID-19 Symptoms or Exposure

The Centers for Disease Control and Prevention (CDC) have identified the following as common symptoms of COVID-19 (check CDC.gov for the latest information):

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

Families must promptly notify the Center in the event that your child or any member of a child's household(s) (1) has tested positive for COVID-19, (2) is exhibiting symptoms of COVID-19 or (3) is known to have been exposed to someone with COVID-19. In such event, under no circumstances should the child or any other member of the household enter the Center until the recommended period of self-isolation has been completed or it has been otherwise confirmed that the child and no members of the household are infected with COVID-19. CCD management will work directly with any affected, or potentially affected, families to provide direction and guidance as when the child may return to the Center. Such requirements may change based on the most recent guidance from the CDC and other authorities.

In addition, children may not come to CCD if they, or any member of the household, are experiencing fever or symptoms of Covid-19 or any contagious illness. Children may

return when they (or the member of their household) have provided the center with a negative Covid test result performed by a medical provider and are fever and symptom free for 24 hours. In certain cases, a child may be able to return sooner than 24 hours if they can provide satisfactory medical evidence that they have no risk of being contagious and provide us with a negative Covid test.

Children who start to experience symptoms of Covid-19 or other infectious illnesses while at CCD will be isolated from other children if possible until they can be picked up. Children must be picked up within 1 hour of the time being notified. Children may return when they have provided the center with a negative PCR Covid test result and are fever and symptom free for 24 hours. In certain cases, a child may be able to return sooner than 24 hours if they can provide satisfactory medical evidence that they have no risk of being contagious and provide us with a negative Covid test.

Upon arrival, a daily health screen will be conducted through Brightwheel when checking your child in. A fever is a key indicator of COVID-19 in children, after the health screen is complete staff will check each child's temperature upon daily arrival to the program. For children attending MCPS, an additional temperature check will be conducted when arriving back to the program in the afternoon. At any point during the time that children are in our care, we reserve the right to conduct temperature screenings should we feel necessary. Reasons for additional temperature screenings include, but are not limited to, a change in a child's behavior, a previous elevated temperature reading, a complaint from a child not feeling well, etc.

**<u>Re-Admittance Form</u>** After three days absence due to illness or injury, the Parent agrees to complete a Re-admittance Form which states the reason for absence and that the Child is well enough to return to the normal activities of the Center. You may be required to submit a doctor's note if the Child has been absent due to a serious illness or injury.

**NO CREDIT FOR ABSENCES** The Parent agrees that there will be no credit on the tuition account for any absence.

**MEDICATION** If your child has been given a prescription medication or must take an over the counter medication, a Medication Administration Form is required in order for a staff person to administer the medication to your child. Parent agrees to complete your part of this form and have a Health Care Practitioner sign the form. At least 3 doses of the medication must be given at home prior to being administered at the Center.

A new Medication Administration Form must be completed at the beginning of each 12 month period, for each medication, and each time there is a change in dosage or time of administration of medication.

Basic care items such as; diaper rash product, sunscreen, or insect repellent, authorized and supplied by the child's parent, may be applied by completing a <u>Topical</u> <u>Application form</u>. Prescription medication must be in a container labeled by the pharmacist or prescriber.

Non-prescription medication must be in the original container with the label intact.

Parent/Guardian must bring the medication to the facility.

Parent Must pick up the medication at the end of the authorized period, otherwise it will be discarded.

<u>ALLERGIES</u> If your child has any type of food allergy; all food must be provided by the parent or legal guardian. Child Care Regulations require that all allergies be documented in writing by your Child's physician.

If the severity of your Child's allergy requires and Epi-Pen as the immediate treatment for his/her allergic reaction, the Office of Child Care of Maryland requires that Epi-Pens be provided to Children's Center in case the first Epi-Pen fails to function. A Medication Administration Form and Allergy Action Form completed by the Child's Health Care Provider are required along with the medication.

# NOTIFICATION OF CHANGES IN HEALTH OR EMERGENCY CONTACT INFORMATION

**Health Updates** The Parent agrees to notify the Center in writing in the event of any changes in the Child's health. Documentation from a Health Care Professional may be required if the change is significant or due to a new food allergy.

The Parent agrees to update the Child's Health Inventory if there is a change or every 12 months by initialing and dating the Health Inventory.

Immunizations must be updated each time the Child receives new immunizations. A print-out from the Health Care Provider or a copy of the Child's Immunization Record is required.

**Emergency Contact Information** The Parent agrees to notify the Center in writing of any changes in Emergency Contact Information, such as phone numbers and authorized pick-up persons. The Parent agrees to update the Child's Emergency Form and sign and date the form every 12 months.

# <u>CLOSINGS</u>

Holidays The Center is closed on the following Holidays:

New Year's Day Martin Luther King Day President's Day

Good Friday Easter Monday Memorial Day Juneteenth Independence Day Labor Day Indigenous People Day Thanksgiving Day Friday immediately following Thanksgiving Day Christmas Eve through New Year's Day (December 24<sup>th</sup> – January 1<sup>st</sup>)

**Teacher In-Service** The Center will be closed on two School Days in each School Year for cleaning and teacher in-service or other reasons dictated by the calendar. You will be notified in writing at least one month in advance of the dates of the closing for either cleaning or teacher in-service.

# **Inclement Weather Closings**

The safety of our school family is our number one priority. In the event of inclement weather, Children's Center of Damascus will follow any weather-related closures or delays for Montgomery County Public Schools. If the center is operating on a delayed opening, the 9am-12pm Early Learning Program will be canceled for the day. A messaged will be sent via Brightwheel to communicate any change to our operating hours.

<u>**Pre-School Calendar**</u> The Early Learning Program (9 am to 12 pm) will follow the Montgomery County Public School calendar for closings.

**No Credit for Closings** The Parent agrees that there shall be no credit to the Parent's account for closings, including but not limited to, closings due to any act of nature, public health crisis, pandemic or mechanical failure of any kind.

# WINTER AND SPRING HOLIDAY WEEKS AND OTHER PUBLIC SCHOOL CLOSINGS

<u>Advance Notice</u> On days when public schools are closed the Director will email parents to determine if their child will attend on those days. A sign-up sheet may also be provided for parents to indicate their child's attendance on those days. It is imperative that You reserve space for your child's care during alt scheduled public school closings so that the Center can plan for adequate staffing.

<u>No credit for Closings</u> The Parent agrees there shall be no credit to the Parent's account during Winter and Spring Holiday Weeks and Public School Closings or non-use of care.

**TERMINATION OF ENROLLMENT AGREEMENT BY THE CENTER** The Center may, at any time, and in its sole discretion, terminate the Enrollment Contract, to be effective immediately, if:

- (I) In the judgment of the Director of the Facility, the <u>Child or Parent's</u> <u>behavior</u> poses a threat to the physical safety or mental health of other persons in the Center.
- (II) The parent fails to cooperate with professional guidance of our staff for the appropriate developmental program for their child.
- (III) Any account is not current in accordance with the terms of this Enrollment Contract; or
- (IV) The Parent breaches any provision of the Enrollment Contract.

Upon immediate termination of this Enrollment Contract, the Parent agrees to pay all outstanding balances within five calendar days of the effective date of the termination of this Enrollment Agreement.

# Termination by the Center Upon Two Weeks Notice

The Center may terminate this Enrollment Agreement by providing two weeks advance written notice, by certified mail, return receipt requested if:

In the sole judgment of the Center, the Center's program does not meet the developmental needs of the Child.

In the sole determination of the Center, termination of this Enrollment Agreement is convenient to the Center and in the best interest of the Center.

### **Return of Deposit**

Unless otherwise stated in this Enrollment Contract, in the event this Enrollment Contract is terminated by the Center, the Center shall credit the account in the amount of the deposit received provided there is no outstanding balance on the Parent's account for services provided by the Center.

A check for any tuition deposit refund due you will be issued 6-8 weeks after the Parent has provided the Center with written intent to withdraw their child from the program. A 2 week written notice must be returned to the Center Director to officially terminate this contract.

# TERMINATION OF ENROLLMENT AGREEMENT BY PARENT

In the event the Parent deems it necessary to terminate this Enrollment Agreement, the Parent must give the center 2 weeks' written notice which officially terminates this contract.

Entire document must be returned to the office. Do not remove any part or page of

this document. A copy will be provided once signed by representative of Children's

Center of Damascus, LLC.

In the event the Parent fails to give the required 2 week notice, the Parent shall forfeit the deposit remitted to the Center.

# FIELD TRIP EMERGENCY AND SCHOOL TRANSPORTATION

**Authorization** The Parent acknowledges that the Center's program includes neighborhood walks, field trips and other off-site activities that may require the transportation of the School Age Child in a licensed, insured school bus. By executing the Enrollment Agreement, the Parent hereby expressly authorizes the Center to include the Child in activities away from the Center's Facility. Permission slips must be completed by Parent or Legal guardian prior to every field trip taken by the Center.

**<u>Field Trip Expenses</u>** The admission and/or transportation cost for field trips may be billed on the following month's billing sheet.

**Emergency Transportation Permission** As required by law, in the event the Center has to evacuate the premises due to an emergency, You give permission for the Center to safely transport Your child to one of two designated locations: Clearspring Elementary School and St. Anne's Episcopal Church. Please be assured that You will be notified immediately of the situation and told where to come pick up your child.

**School-Age School Day Transportation** For all school age students enrolled at the Children's Center of Damascus, the Center can provide transportation in our own school bus or van to Damascus, Lois P. Rockwell and Woodfield Elementary Schools. To use this service, you must sign a transportation agreement with the Center office for individual service needed for your child/children. The fee for transportation services may vary each year, depending upon total usage. You will be billed monthly for Transportation Service. A county bus is provided for students attending Clearspring Elementary School.

**<u>Releases</u>** By authorizing the Center to include the Child in all-site activities, in accordance above, You hereby, for Yourself, Your heirs, personal representatives and assigns, release, remise and discharge the Center, its owners, agents, officers, employees, successors and assigns, from all claims, demands, actions and causes of action of any sort, for injuries sustained by the Child or property of the child on or off the premises of the Center and/or in participation in any of the stated activities under this Enrollment Contract.

### **REPRESENTATION BY PARENT**

<u>Certification of Accuracy of Information</u> The Parent represents and warrants that all of the information provided to the Center in connection with this Enrollment Agreement is accurate and may be relied upon by the Center. The Parent agrees to notify the Center immediately, at least within three calendar days, in writing in the event any information previously provided to the Center has changed.

### **MISCELLANEOUS**

**Severability** If any term of this Enrollment Contract is declared, invalid or unenforceable, that term or terms, as the case may be, will be severed and all other terms shall remain effective and shall be construed as though the invalidated term did not exist.

<u>Waiver</u> In the event the Center does not exercise any of its rights under this Enrollment Contract, the Center will not be deemed to have waived any of those rights or rights to demand compliance, and the Center shall be entitled to demand compliance by the Parent in accordance with the terms set forth in this Enrollment Contract.

**Entire Contract** This Enrollment Contract constitutes the entire agreement between the Center and the Parent and may not be amended or modified without mutual agreement of the parties in writing.

**Headings** The heading of the various sections of this Enrollment Contract have been inserted for references only and may not be construed to have any effect of modifying, amending or changing the express terms and provisions of this Enrollment Contract.

**Notices** All notices between parties will be sent to the following address:

If the notice is from the Parent, the notice will be sent to the Facility at:

Children's Center of Damascus 9751 Hawkins Creamery Road Gaithersburg, MD 20882

If the notice is from the Center, the notice will be sent to the Parent at:

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In the event there is a change of address, the party whose address has been changed shall notify the other party within three calendar days of the change of address.

### <u>Legal Fees</u>

Collection Action: In the event it shall become necessary for the Center to retain legal counsel to collect any amounts due pursuant to this Enrollment Contract, You

agree to pay all costs of collection, including, but not limited to, all court costs and reasonable attorney fees.

**Disputes** In the event a dispute arises between the Center and You regarding any of the terms of this Enrollment Contract, and the Center is required to litigate the dispute or disputes as a plaintiff, defendant or a third party, You agree to pay all reasonable attorney's fees incurred by the Center in litigating the dispute if the Center prevails in the litigation.

IN WITNESS WHEREOF, the parties have executed this Enrollment Contract on the date and year stated.

Parent or Guardian (Print Name)

Signature

Date

Parent or Guardian (Print Name)

Signature

Date

CHILDREN'S CENTER OF DAMASCUS

Ву: \_\_\_\_\_

Title:

Date: