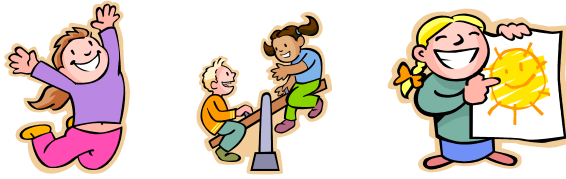


Learn n Play Daycare Parent Provider Contract



This agreement is entered into on ____ / ____ /20 ____ between Learn n Play LLC. and _____

Please indicate facility: _____

| | | |
|--|----|--|
| <u>Inwood</u> | OR | <u>Riverdale</u> |
| Riverside Learn n Play 1795 Riverside Dr. # 1C New York, NY 10034 | | Riverdale Learn n Play 251 W. 254 St. Bronx, NY 10471 |

Parent/Guardian:

Name: _____ Email: _____

Address: _____

City, State, Zip: _____

Home Phone: _____ Cell: _____ Additional# _____

Place of employment: _____ Address: _____

Position: _____ Work phone: _____

Child:

Name: _____ D.O.B. _____ Start Date: _____

2nd Child Name: _____ D.O.B. _____ Start Date: _____

Rate/Payment Arrangements:

Rate: _____

Rates are subject to change in the event of our annual tuition increase. Parents will be given at least a one-month notification prior to this change.

At Learn n Play you are paying for a specific spot. Discounts are not given if child does not attend daycare. This includes absence due to illness, family emergencies, trainings, closures, workshops, weather conditions, early dismissal, and the like. **You are still responsible for paying all fees for your contracted days.**

Switching days from your contracted slots or make-up days (in the case of absence) are not permitted due to space limitations.

Days/Hours of Care: Circle appropriate option(s)

Full-time: Mon-Fri Time: _____

Part-time: M T W TH F Time: _____

VENUE PROVISION AND JURISDICTION: In the event collection activity is commenced to collect any balance due under this agreement, Client(s) and guarantors understand that all lawsuits shall be instituted in the State of New York, County of New York, and Client(s) and guarantors consent to the jurisdiction of any court within the State of New York, County of New York.

RECOUPMENT OF ATTORNEY'S FEES: In the event collection activity is commenced to collect any balance due under this agreement, Client(s) and guarantors understand that it is responsible for all costs incurred by Provider, including 35% attorney's fees incurred by Provider.

CHOICE OF LAW: In the event litigation is commenced against Client(s) and guarantors, it is agreed that New York law governs.

PERSONAL GUARANTY OF PAYMENT: In consideration of the extension of credit granted by Provider to Client(s) or to any entity which is a successor to Client(s), the undersigned, personally, individually (if more than one undersigned, jointly and severally), unconditionally guarantees payment of whatever amount which at any time shall be owing to Provider on account of services provided, heretofore incurred or which may hereafter arise.

GENERAL INFORMATION

Hours Of Operation: Normal hours of operation are from 7:30 am to 6:00 pm Monday through Friday. Any non-contracted care will be by special arrangement only. There will be an extra charge for this service.

Contracted slots: Once your child begins a session, tuition is required through it's completion.

Contracted slots are as follows:

- September through December (fall session)
- January through June (winter session)
- July-August (summer session)

Registration Fees: A non-refundable registration fee of \$100.00 and a one-week tuition deposit is due upon registration of each child. The week's deposit will be applied to your final week of services.

Payment Schedule: All fees are payable in advance and are due on **Mondays. If tuition fee is not received by Wednesday morning, a \$5 late fee per day will be applied.** No exceptions are made for absences, illness, vacation, closings due to weather or other reasons unless otherwise specified. You may also pay bi-weekly or monthly in advance. **If family and child are going on vacation, tuition is to be paid prior to departure.**

Payment Options: We accept cash, checks, or Quick Pay.

Quick pay: Riversidelnp@yahoo.com

Returned checks: In the event of a "bounced check" you will be responsible for all bank charges and late fees incurred.

Over-time fee: A late fee of \$1.00 per minute after pick-up time will be applied. This fee is to be made in cash within one week. **No exceptions will be made. Late fees will be strictly enforced.**

Extra Fees: On occasion, parents may be requested to pay extra fees for field trips or other special projects and activities with ample notification.

HOLIDAYS/ CLOSURES/ FIELD TRIPS

Holidays: Daycare will be closed **with pay** on holidays listed on our calendar or otherwise noted.

Vacation Closures: Learn n Play will be closed **four** weeks each year. Parents **are** responsible to pay tuition for two out of the four weeks of closures. Paid weeks are determined upon student start date. Tuition must be paid prior to any vacation week.

Other Closures: In the event of other closures (illness, family emergencies, trainings, weather conditions, or workshops etc.), parents are responsible to have back-up care available.

Field Trips: Planned field trips (usually two per year) are a time for staff and families to share special events together. All are encouraged to attend. There is no daycare on the scheduled day of the trip. In the event of a trip cancellation normal daycare hours will be held.

Weather Closures: Primary notification of closures due to severe weather will be by phone. Parents should call their school locations as early as 6:00 am and listen to voicemail recording for any schedule changes.

MEDICAL EMERGENCIES

Minor bumps and scratches are inevitable, but we make every effort to keep children safe through supervision and child proofing. Minor injuries receive appropriate first aid. If an emergency injury or illness occurs, you will be notified as soon as possible. If necessary, your child will be taken to the nearest hospital where you will be asked to meet us.

ILLNESS

No child will be accepted into daycare with fever, vomiting, diarrhea, eye discharge, chronic cough or discolored secretions, is lethargic, has unexplained rash, or has had any of these symptoms in the last 24 hours. In case of colds, sore throats, and the like a phone call to the provider is required to decide on admittance for the day. Children that look ill will be sent home upon arrival. Should the child become ill during their day at Learn n Play, parents/guardians will be notified and we will determine the best course of action concerning appropriate care. This may include the child being sent home or advised to seek medical opinion.

If a child is thought to have a communicable disease, parents/guardians will be notified and asked for the child to be picked up from daycare. The child will be isolated from the other children and given special attention and comfort until arrival of adult. The child will be accepted back when no longer contagious and must provide a doctors note clearing child for daycare attendance. All other parents will be notified of the possibility of a communicable disease and symptoms to look for.

Please do not send your child to daycare if they are ill, this will only spread infection.

MEDICATION

We are not permitted to administer **ANY** medications, only **topical over the counter ointments** will be allowed. Please arrange any medications to be given to children before or after daycare hours.

PERMISSION TO TRANSPORT

Learn n Play occasionally has planned field trips. Please sign below to allow permission to transport. You will be notified in advance when trips take place.

Parent Signature: _____

RELEASE OF CHILD PERMISSION

The following person(s) are of legal age (18 yrs.) and have my permission to pick up my child from daycare:

1. _____ 3. _____

2. _____ 4. _____

I understand that if the provider has not met the above-named person(s), a photo ID must be shown before release is made and I must inform the provider in advance that alternate arrangements for pick up have been planned.

Parent Signature: _____

PHOTO PERMISSION

The provider has my permission to (please circle)

Take photos of my child(ren): YES / NO

DAYCARE RULES

The following rules are reinforced for the safety and well being of everyone:

NO use of obscene language, running, hitting, biting, grabbing, kicking, pinching, or inflicting other physical harm to others.

Respectful treatment of other children, teachers, and all property, toys, and furniture is expected.

DISCIPLINE

Our philosophy is to use discipline to teach a child. We achieve this through love, consistency, and firmness. The children are explained the rules of the daycare frequently so that all know the guidelines. Once a child understands the rules and disobeys them, the following developmentally appropriate guidance techniques will be used. These techniques are: Redirection -Time Out - Removal of Privilege - Last Resort. When a child's behavior is continually upsetting or dangerous to the group, a conference will be called with the parents.

ARRIVAL/ DEPARTURE/ ATTENDANCE

Arrival: Children are to arrive no later than 9:30 am. If breakfast is desired, then children should arrive by 9:00 am. It is normal for children to be hesitant and sometimes even cry during drop off. Please be brief -no more than 5 minutes is sufficient. The longer you prolong your departure, the more difficult it becomes. A smile, cheerful good-bye kiss, and reassurance that you will return is all that is required.

Departure: Please be brief during pickup time as well. This is a time of testing: when two different authority figures are present (the parent and provider) and ALL children will test to see if the rules still apply. It is important that you back up our rules at this time, but if you do not, we will remind your child of inappropriate behavior and take corrective action if needed.

Drop-off and pickup times are **not** appropriate times to discuss problems in depth. Parental communication is vital to a successful childcare arrangement. If any concerns please schedule a conference either by phone or at appropriate time for both parties.

If an early departure is necessary, parents should notify provider of intended pick-up time. If pick-up time is during nap, please call when you are approximately 10-min away to allow a gentle wake-up, toilet/diaper change, and gathering of items.

Attendance: Children are permitted to attend school at later times in the event of a scheduled appointment (s.g. doctor, dentist, school visit, etc.). Parents should notify providers in advance of intended time of arrival and **must** be in before 1:00 pm (this is nap/rest time). If child will arrive after 12:00 pm, then lunch must be provided before arrival. Children may not be dropped off after 1:00 pm unless pre-arranged with provider.

If child is not present on a given day, then they unfortunately miss the day's activity. We will try our best to accommodate absences, but daily schedules and occurrences may impede doing so. Frequent attendance and routine structure are essential to child development and cognizance.

If a child will not be attending daycare for the day parents should notify us by 9:00 am.

SUPPLIES

Rest time: Parents are required to bring a **labeled** sleeping bag or two 2 blankets & a crib-sized sheet for rest time to be kept at the daycare. These items should be taken home frequently for washing.

Clothing: A complete change of **labeled**, proper fitting, and weather appropriate clothing (including socks, footwear, and outerwear) is required to be kept in child's cubby at all times.

Any soiled clothing will be sent home and a clean pair should be sent the next day.

On days that child will be engaged in scheduled art class parents should dress child in appropriate clothing or supply an art smock. Swimwear, water shoes, swimmies (if in diapers) and sunblock are required for summer months. Parents must apply sunblock before or during arrival. Please **label** all items.

Diapers/Wipes/Ointment: Parents are responsible for 3 packs of wipes per month if in diapers/pull-ups or 2 packs of wipes per month if **fully** potty trained for each child. Part-time and half-day students are responsible for 2 packs per month. Parents are also responsible for diapers and pull-ups. Notes will be sent home when child's supply needs replenishing. Parents are also responsible for supplying preferred diaper ointment and must notify provider if application is required.

Cups/Bottles: If your child still uses a Sippy Cup or bottle one must be provided and **labeled** with child's name to be kept at daycare.

Other: Books may be brought to share amongst the group. Please do not bring personal items from home such as toys or other play items. They get easily displaced amongst the daycare.

All items must be labeled with child's name. We will not be held responsible for any missing articles that belong to your child.

TOILET TRAINING

We will be more than happy to help with potty training provided that parents initiate the process at home first. We expect parents to work with us in this process, which means once potty training begins the child should be in Velcro side pull-ups or training pants at all times-including upon arrival! Putting your child in a diaper for your convenience (for whatever reason) will only confuse the child and delay training. We also require that all potty trainees wear clothing that they can handle successfully on their own. No onesies, overalls, belts, or jeans with buttons or snaps. Elastic waist pants/skirts are most appropriate. Parents will be asked to supply extra sets of clothing and footwear during the training period.

BIRTHDAYS/PARTIES

Parents will have the option to provide a special food treat and if desired a pizza lunch for their child's birthday. **Birthday parties are for children and staff only.** Please inform the staff at least two-weeks prior to the day so that necessary accommodations can be made. Parents are responsible to provide all **prepared** party supplies including goodie bags, candles, and activities. Please note that helium balloons with strings longer than 6 inches are not permitted in daycare.

MEALS

Breakfast will be provided at no additional charge for children arriving **before 9:00 am.** Lunch and afternoon snack is also provided at no additional charge. All meals provided are nutritious and well balanced. If your child requires a modified diet, we will need a written note with instructions. The family must supply alternate/preferred food.

Kosher meal options are also available for an additional charge.

NAP/REST TIME 1:00-3:45 pm.

Each child 5 years of age and younger is required to have a rest period. If your child no longer naps, he/she may look at books, but must remain quiet for the other children. Parents are required to supply a sleeping bag or 2 blankets and small pillow (if desired) to be kept at daycare. Any other comfort items that the child is used to sleeping with such as blankies, pacifiers, bottles, or stuffed animals should be brought to school to ensure a comfortable rest time. All items must be labeled and taken home regularly for sanitary reasons.

PRESCHOOL PROGRAM

We provide a preschool program from September through May for children ages 3-4 yrs. Our activities include calendar information, weather, seasons, arts & crafts, music, math, science, stories, games, introduction to penmanship, as well as letter, shape, color, and number recognition in a weekly theme format. Introduction is initiated when child seems developmentally ready.

GENERAL

- Parents are required to keep us informed of any changes in address, telephone numbers, and other pertinent information
- Parents are required to inform us if they are at any other location than what I listed on their child's enrollment record and provide a telephone number
- No smoking is allowed on premises
- The daycare will have a fire drill at least once per month

- Provider must promptly report any signs of child abuse or neglect to the proper authorities of children in care
- Parents are responsible to read all letters sent home that include general information. Notices will be available in child's cubby or mailbox and must be checked **DAILY**.
- Parents/guardians are required to sign each child in and out **DAILY** on provided attendance sheet near entry way
- Parents are encouraged to call us at any time during the day or evening at daycare. At times we will not be able to answer the phone as we are busy with the children-please leave a message or e-mail us and we will call you back as soon as possible
- If parents require written notices, receipts, signed documents, or the like a one-week notification must be given to the provider. Staff is not permitted to supply/sign documents without Director's approval.

SPECIAL CIRCUMSTANCES

We do occasionally accept children for drop-in care if we have a space on any given day. Therefore if you tell us that you will not be bringing your child, there is a chance we will fill your spot for that day and you could potentially lose your day if we do so. Therefore we do require that you must give us a minimum of 48 hours notice if you change your mind and need to bring your child. **You are still responsible for paying all fees for your contracted days regardless of attendance.** We do this as a service to all parents, which may possibly include you if you would ever need daycare on an unscheduled day. Your 48 hour notice is not only put into place because we may schedule a drop-in on "your" day, but this will give us time to adjust our menu and activities accordingly. 48 hours would give us ample notice to reschedule this activity should you decide to bring your child after all.

TRIAL/PROBATIONARY/TRANSITION PERIOD:

The first two weeks from child's start date are a probationary period for the provider, child, and parent. This agreement may be terminated or altered at any time during this period. Transition schedules are suggested for all new students to introduce them to the group setting. Hours of transition are from 9:00am-11:00am, at a max of two days for the initial week free of charge. Additional times and days are subject to daily fees according to tuition fees. The transition week is part of the two-week trial/probation period.

SCHEDULE CHANGE:

A two-week notification must be approved and given to the provider for any changes to the student's permanent scheduling.

TERMINATION OF SERVICES:

After the probationary period, under special "emergency" circumstances only (e.g. lose of job, natural disaster, sudden illness) either party may terminate this agreement by giving a **30-day notification** if the child(ren) is to be permanently withdrawn from daycare. Special cases such as these must be approved and discussed with the director. **All other withdrawals are to be taken place at the end of each contracted slot section listed at the week's completion.**

CONTRACTED SLOTS

The provider will give the family two-week's notice of intent to cancel this agreement except in cases of family emergency (provider's) or gross misconduct on the part of the parent or child. Failure to follow the agreement rules in this contract may be cause for immediate termination without notice. Please note that this contract is notarized and can be held up in a court of law. **The provider will give the family a 30-day notice of any increase in fees or significant changes to this agreement.**


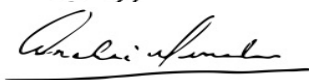
Any and all additions/changes to this contract must be initialed by both the parent and the provider to be valid.

I have read and fully understand this contract. By signing this agreement, I agree to comply with all terms herein.

Parental Signature: _____

Date: ___ / ___ /20___

Daycare Provider Signature:

Mary Perselis

Analisa Mercado