

BLUE JAY ACADEMY 4 KIDZ

CHILD CARE AGREEMENT

This Child Care Agreement ("Agreement") is made this _____ day of _____, 20____ by _____ and _____ between the undersigned ("Undersigned") and Blue Jay Academy 4 Kidz.

1. **TERM OF AGREEMENT.** This Agreement shall be effective upon the date hereof and shall continue in effect until termination pursuant and subject to the terms and conditions hereof. Subject to the terms and conditions hereof, upon the happening of any of the following events, this Agreement is terminated:

- a. If Blue Jay Academy 4 Kidz elects, upon default by the undersigned of any payments to Blue Jay Academy 4 Kidz;
- b. Upon Blue Jay Academy 4 Kidz's written notice to the Undersigned, with or without cause, at any time; or
- c. Upon Undersigned's option and after at least two (2) weeks' written notice given on a Monday by 6:00 p.m. to Blue Jay Academy 4 Kidz, with or without cause; or
- d. Upon mutual written agreement between the parties to terminate the Agreement. Under any circumstances, the obligations of the Undersigned under paragraph 11, "Default", shall survive the termination of this Agreement.

If a two-week notice is not received by Monday at 6pm in the notice will not start until the following Monday and the undersigned will be responsible for another week of tuition.

2. **CHILD CARE SERVICES.** Blue Jay Academy 4 Kidz agrees to provide a space at Blue Jay Academy 4 Kidz for each child listed at the end of this Agreement under the designation, "children", and to provide certain services as described below:

- a. Give care to the children when Blue Jay Academy 4 Kidz is open for business.
- b. Provide Breakfast, lunch and one (1) snack to the Children each day.
- c. Provide necessary instructional supplies to Children while Blue Jay Academy 4 Kidz

3. **WEEKLY TUITION.** The Undersigned agree to pay Blue Jay Academy 4 Kidz, **in advance**, a Weekly Tuition of \$_____ during the entire term of this Agreement. The undersigned understand and agree that Blue Jay Academy 4 Kidz as the right, immediately upon written notice to Undersigned and for any reason whatsoever to change the Weekly Tuition payable by the Undersigned. The Undersigned further understand and agree that the Weekly Tuition, including any other accrued fees and charges, is owed by them **in full** whether or not the Children attend Active Learning for whatever reason, including but not limited to illness, vacation, holidays or snow days. Tuition is based on a weekly rate and will not be prorated for any reason.

4. **LATE CHARGES.** The Undersigned understand and agree that if the Weekly Tuition including any other accrued fees and charges, is not paid to Blue Jay Academy 4 Kidz on or before the end of business on Monday of the week for which the space is reserved for the Children, the Undersigned shall pay, in addition to the Weekly Tuition and other accrued fees and charges a Late Payment Convenience Fee of \$50 for each week that the Weekly Tuition, including any other accrued fees and charges, is unpaid and past due. An additional \$5 maintenance and collection fee will be added each day the account is not paid in full.

5. **RETURNED CHECK CHARGE.** The Undersigned understand and agree that if any check tendered to Blue Jay Academy 4 Kidz is returned unpaid by the bank for whatever reason, the Undersigned shall pay a Returned Check Charge of \$50.00. After two returned checks, payment will be accepted by cashier's check or money order.

6. **REGISTRATION FEE.** The Undersigned understand and agree that they shall pay **in advance** to Blue Jay Academy 4 Kidz nonrefundable registration fee of \$50 per child and each June thereafter.

7. **MATERIAL FEES.** The Undersigned understand and agree that they shall pay a material/curriculum Fee of \$75 for each child upon enrollment and each June thereafter.

8. **TRANSPORATION.** The undersigned understand and agree that Blue Jay Academy 4 Kidz has no responsibility or obligation for transportation of the Children to or from Blue Jay Academy 4 Kidz and that Blue Jay Academy 4 Kidz has no responsibility or obligation to provide or arrange "carpool" services. Transportation will be provided for school-age children to and from school and for field trips.

9. **ARRIVAL/DISMISSAL AND LATE PICK-UP FEE.** The Undersigned understand and agree that:

- a. Children are not permitted at Blue Jay Academy 4 Kidz before OPEN TIME.
 - b. Children must be accompanied into Blue Jay Academy 4 Kidz facility by an adult.
 - c. Blue Jay Academy 4 Kidz shall release Children only to persons listed on the Pick-Up Permission form
 - d. The Undersigned shall pay to Blue Jay Academy 4 Kidz a Late Pick-up Fee of **\$5.00 for each minute after 6:00 p.m.** that any of the Children are still remaining at the facility with no exceptions.
 - e. The Undersigned shall pay to Blue Jay Academy 4 Kidz a Late Pick-up Fee of **\$5.00 for each minute after 30 minutes** past the time that the Undersigned or someone on the Pick-up Permission form is contacted to come and pick the child up due to illness or other reasons that the child is no longer able to be at the center.
 - f. The Undersigned shall pay to Blue Jay Academy 4 Kidz a Late Pick-up Fee of **\$5.00 for each minute** after 30 minutes that the center has been unable to contact the Undersigned or anyone else on the Pick-Up Permission form for the purpose of picking up a sick child or a child that needs to go home for another reason determined by Blue Jay Academy 4 Kidz.
- LIMITATION OF LIABILITY.** The undersigned understand and agree that Blue Jay Academy 4 Kidz shall not be liable under any circumstances for any damages, including any incidental or consequential damages or commercial loss or lost profits, for failure to perform any of its obligations under this Agreement and, further, Blue Jay Academy 4 Kidz shall not be obligated to perform under this Agreement nor be responsible for failure to perform if prevented from doing so because of strikes, fire, water, acts of God, storms, governmental actions, or other similar or dissimilar causes beyond Blue Jay Academy 4 Kidz reasonable control.

10. **DEFAULT.** The Undersigned understand and agree that they are in default of this Agreement if they fail to make any payments to Blue Jay Academy 4 Kidz as required under this Agreement or if they fail to perform under or comply with the

BLUE JAY ACADEMY 4 KIDZ

provisions of this Agreement of the Parent Handbook, a copy of which has been given to the Undersigned and is incorporated herein by reference.

- a. If the Undersigned default under this Agreement, the Undersigned shall immediately pay to Blue Jay Academy 4 Kidz all amounts that are either owed or due to Blue Jay Academy 4 Kidz under the remainder of this Agreement, including but not limited to a **“two-week termination fee, and any collection costs and attorney’s fees”** incurred by Blue Jay Academy 4 Kidz to collect said amounts.
 - b. If Blue Jay Academy 4 Kidz elects, it may immediately terminate all services provided by it under this Agreement, including but not limited to the immediate dismissal of the Children from its facility.
11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all previous agreements and contracts between the parties hereto, both oral and written, and this Agreement may not be modified except in a writing executed by both parties.
12. **SEVERABILITY.** The invalidity or unenforceability of any provision of this Agreement shall not affect the remaining provisions of this Agreement that are valid under the laws of this State.
13. **APPLICABLE LAW.** The laws of this State shall govern the interpretation, construction and enforcement of this Agreement. The courts located in this County; this State shall have exclusive jurisdiction over all matters concerning this Agreement and will be the proper forums for adjudication of these matters.
14. **ACKNOWLEDGMENT OF PARENT HANDBOOK.** The Undersigned acknowledge that they have received a copy of Blue Jay Academy 4 Kidz Parent’s Handbook and agree to abide by its policies and provisions. The undersigned also acknowledges that they have received a copy of the DHS licensing regulations.
15. **RELEASE OF CHILDREN.** The undersigned acknowledge that Blue Jay Academy 4 Kidz has the right to withhold the release of any child(ren) to anyone whose behavior could place the child(ren) in immediate risk. The undersigned also acknowledges that this clause is a requirement set forth by the Department of Human Services in order for child care centers to receive and maintain a childcare license.
16. **PRE-ENROLMENT VISIT** I hereby acknowledge that my child and I have made a pre-enrollment visit or were unable to do so with the permission of the director or Blue Jay Academy 4 Kidz.
18. **GUARANTEED START AGREEMENT.** The registration fee, material fee and the child’s first and last week’s fees are due as a non-refundable deposit in order to be given a guaranteed start date. The undersigned will be responsible for full fees effective that date, whether or not the child(ren) is in attendance. In the event the child(ren) fails to start on the agreed upon guaranteed start date, fees will automatically be added weekly. Failure to pay these fees by 6:00 PM of the first Tuesday after the guaranteed start date, and by 6:00 PM every subsequent Monday, will constitute a forfeiture of the deposit (as explained above) as well as the child’s spot in the center.

If undersigned, the undersigned shall further state that they understand that the fees may increase between the date this agreement is signed and the agreed upon guaranteed start date. In the event this happens the undersigned agrees to pay the new rates or forfeit the deposit and the child’s guaranteed spot in the center.

Children:

_____	_____
_____	_____
_____	_____

“Undersigned”

_____	_____
Date: _____ Signature 1 _____	Date: _____ Signature 2 _____

Blue Jay Academy 4 Kidz

Date: _____
Blue Jay Academy 4 Kidz Representative

**BLUE JAY ACADEMY 4 KIDZ
PARENT ACKNOWLEDGEMENT FORM**

I understand that these policies describe important information regarding Blue Jay Academy 4 Kidz. If at any time I have questions regarding these policies, I should consult a member of the management team.

My relationship with the Blue Jay Academy 4 Kidz is voluntarily entered into and is subject to termination by me or the Center at will, with or without cause, at any time that either the Center or I believe such action is appropriate. Such termination shall be subject to all the policies relating to termination of services.

I acknowledge that I have received, read and understand the policies contained in the parent handbook. I further agree to comply with these policies.

Parent Signature

Date

Parent Signature

Date

Child's Name

Child's Name

Child's Name

Child's Name

Signature Received by (Center Staff)

Date Received

Sign and return to office

**BLUE JAY ACADEMY 4 KIDZ
STATEMENT OF HEALTH STATUS**

Child's Name

Age

Birthday

I hereby certify that my child _____ is free of communicable disease.
(child's name)

I also specify below any allergies, regular medications or acute or chronic conditions.

Parent's Signature

Date

**BLUE JAY ACADEMY 4 KIDZ
PHOTO RELEASE FORM**

I understand that Blue Jay Academy 4 Kidz offers school pictures two times a year, in the spring and fall. I further understand that I am under no obligation to purchase the photos that are taken of my child or pictures that my child may be in.

I also understand that Blue Jay Academy 4 Kidz may take pictures of the children playing from time to time for use on their cubbies or for use with a project. I understand that pictures are sometimes used to help show parents what their children are doing during the day. I realize that photos may be displayed in the room from time to time and could possibly include my child. I also realize that my child might be in the background or play area with another child when a picture is taken and that it is possible that that particular picture might be sent home with the other child to show their parent what they are doing.

I agree to give permission for Blue Jay Academy 4 Kidz to take photographs or video images of my child. I agree to allow these photographs to be displayed my child's room, on room or center bulletin boards, or to be used as mentioned above. I further agree to allow the center to use these photographs or video images in limited promotional or training applications.

Child's Name _____

Child's Name _____

Child's Name _____

Child's Name _____

Parent's Name

Parent's Signature

**BLUE JAY ACADEMY 4 KIDZ
EMERGENCY MEDICAL/DENTAL CONSENT FORM**

I, _____ (Mother, Father or Guardian)
of _____, age _____, do hereby give my permission and
such emergency medical or dental care and/or treatment as my above named child might require while under
Blue Jay Academy 4 Kidz supervision. Center team members may take steps including any or all of the following if
they believe an emergency situation exists:

1. Call an ambulance and have the child taken to the emergency unit of a hospital.
2. Call the child's physician or dentist.
3. Call another physician or dentist.

In the case of emergency, every effort will be made to notify parents and to contact the child's physician or dentist
immediately. If it is necessary to transport or to have the child transported to a hospital, we will take the child to the
nearest hospital or to the child's physician or parent. I agree to pay all of the costs and fees for any emergency
medical care or treatment for my child as secured or authorized under this consent.

The following will be called in case of an emergency:

Child's physician: Name _____

Address _____ Phone _____

Child's dentist: Name _____

Address _____ Phone _____

Child's Hospital: Name _____

Address _____ Phone _____

Mother/Guardian's Name _____ Phone _____

Father/Guardian's Name _____ Phone _____

Relatives or friends who may be contacted for assistance or information in case of emergency. (Should also be listed
on the pick-up permission form)

Name _____ Relationship _____ Phone _____

Name _____ Relationship _____ Phone _____

Medical Insurance Carrier: _____

Allergies, medication, or other conditions pertinent to emergency care:

Other Medical Conditions: _____

Signature of Parent or Guardian

Date

Blue Jay Academy 4 Kidz Children's Profile

Personality Profile:

Is the child adopted? Y N At what age? _____ has he/she been told about the adoption? Y N

How would you describe your child's normal disposition? _____

Does he/she have any specific fears or phobias? If so please describe them. _____

What means of discipline do you find most effective? _____

Describe the experience your child has had playing with other children. _____

What Language(s) is spoken at home: _____

By Nature, is your child friendly? _____ Shy? _____ Aggressive? _____ Other: _____

What frustrates your child, or makes them angry? _____

What is the best way to communicate with your child? _____

Who does most of the disciplining in your household? _____

How do you comfort your child? _____

Has your child had a frightening experience with? Animals? _____ Loud Noises? _____ The Dark? _____ Other: _____

Is there anything out-of-the-ordinary that might help us in understanding and working with your child more effectively?
(i.e., new baby, divorce, death, new step-parent, etc.) _____

Has your child ever attended a Childcare Center? Y N How Long? _____ Where? _____

What areas or special attention you would like us to focus on this year? _____

Health/Physical Profile

Known Allergies _____

Regular or Necessary Medication _____

Physical Disabilities or Limitations _____

Any other Health Problems the Center should be aware of _____

Developmental Profile

Toilet Habits _____

Is your child Potty Trained? Yes No if No does he/she use? Diapers Pull ups

Can we depend on your child to tell us when they need to go to the bathroom? _____

Any special words your child may use _____

Sleeping Habits

Special Naptime Instructions? _____

Normal Bedtime _____ Awaken? _____ Nap? _____ Length _____ Bedtime Buddy _____

Special Sleeping Routine (song, story, etc.) _____

**BLUE JAY ACADEMY 4 KIDZ
PICK-UP PERMISSION & EMERGENCY CONTACT FORM**

Name of child: _____

I hereby give permission for my child to leave the center with the following persons named below. It is the responsibility of the parents to notify the center, in writing, of any change. (Even Mother and Father's name need to be listed!)

Date

Name

Relationship

Home/Cell phone

Work Phone

If there is a separation or divorce custody problem of which Blue Jay Academy 4 Kidz should be aware, please explain.
(Attach custody documentation if necessary)

Names of persons who may not pick up the child:

I also give my permission for my child to leave the above-named facility for trips in a center owned vehicle such as field trips or on walks.

Date _____

X _____
Signature of Parent or Guardian