



ENROLLMENT AGREEMENT

SHEET 1 OF 5

TO THE PARENT(S) OR LEGAL GUARDIAN(S):

Please read the Tots N Us Children's Academy's Enrollment Agreement carefully. If you do not understand any part of this Agreement, please feel free to contact the Center's Director, with any questions or concerns you might have.

Proof of ID – Before your child's enrollment, please bring your child Birth Certificate or other documents (please see below) for verification. Proof of child's identity and age may include a certified copy of the child's birth certificate, birth registration card, notification of birth (hospital, physician or midwife record), passport, copy of placement agreement, or other proof of the child's identity from the child's placing agency, record from a public school in the U.S. that a certified copy of the child's birth record was previously presented or copy of the entrustment agreement conferring temporary legal custody of child to an independent foster parent. Viewing the child's proof of identity is not necessary when the child attends public school in Virginia and the center assumes responsibility for the child directly from the school (i.e., after school program) or the center transfer responsibility of the child directly to the school (i.e., before school program). While programs are not required to keep the proof of the child's identity documentation of viewing this information must be maintained for each child.

By signing this Enrollment Agreement, I _____ agree to enroll my child,
(Parent(s) or Guardian(s))
_____, at Tots N Us Children's Academy and the center agrees to accept
(Child's Name)
your child's enrollment, under the following terms and conditions.

1. Program and Hours of Care: Beginning on _____, the Center will provide care for your child at the center located at 3711 Jermantown Rd, Fairfax VA, 22030 on the following schedule:

☐ Full time: Weekdays from _____ a.m. until _____ p.m.

☐ Part time: Weekdays from _____ a.m. until _____ p.m. (Check with your center to see if available)

Days to Attend: ☐ Monday Thru Friday ☐ Mon ☐ Tue ☐ Wed ☐ Thu ☐ Fri

***Please refer to your center to see which of these programs apply for your child.**

Initials _____ **2. Payment:**

a. **Registration Fee:** A non-refundable annual registration fee is due and payable on the date your child's Enrollment Agreement is returned. Payment of this fee will place your child on the waiting list if no space is available at the time you apply. Each subsequent year, there is a re-enrollment registration fee of \$150.00 per child or \$200.00 per family, payable upon _____ for the upcoming school year.



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b. **Deposit:** Upon enrollment, a deposit equal to one week's tuition will be required. Upon your child's departure from the Center, if all fees are paid, this deposit will be applied to the last week's tuition. ***Please check with your center to see if this is applicable to your center \$ _____ Deposit Amount.**

c. **Tuition:** Tuition for your child will be \$ _____ per week and if applicable for school age only for winter break, spring break and Summer the tuition will be \$ _____ per week. Tuition is payable in advance and is due no later than 6:00 PM on Friday each week for the following week's daycare services. Any other fee (i.e. late pick-up fees, returned check fees, extra days) will be posted to your account on the date of the event and are also due with your next scheduled tuition payment. Any payment received is automatically applied to the oldest charges posted to your account and late payment fees will be applied accordingly. Therefore, if a tuition payment is missed, the account must be brought up to date by the next fee period or both fees will be considered late. The center will not be responsible for any payments lost, stolen, or mislaid before delivery to the Center Director.

d. **Summer Camp Enrichment Fee:** Summer Camp children, ages Kindergarten Graduates – thirteen years old will be required to pay an enrichment fee at the beginning of each Summer. This fee covers all field trips and enrichment programs offered to your child at the center.

e. **Yearly Activity Fee:** Preschool children ages 2-5 years old, will be required to pay an activity fee. This activity fee covers all special activities and enrichment programs offered to your child at the center.

Initials _____ **3. Method and Payment:** Payments may be made by direct ACH debit, check, money order or credit card **no cash will be accepted for tuition payment.** There is a \$35.00 fee for returned checks or returned ACH/direct debit transactions. Childcare services may be halted until full payment of tuition and NSF charges has been made. In accordance with state regulations, I agree to pay all applicable co-pays and additional fees based on my requested program

Initials _____ **4. Tuition late Fees, Suspension, and Termination for Late Payment:** There will be a late fee of \$15 for first day for failure to pay by 6:00 PM by Monday. An additional \$5 for each additional school day will be charged when tuition remains unpaid after the due date. Repeated late payments may be grounds for termination and parents who are more than 2 weeks late on payment will be denied childcare until account is made current. Any account not rectified in the manner described above will be considered in arrears. If your account is in arrears, your child(ren) will be unable to attend the child care center starting the following Monday, until your account is current.

Initials _____ **5. Late Pick-Up Penalties:** Parents must arrive with sufficient time to exit the center by closing time of 6:30 PM. A late fee of \$1.50 per minute per child will be charged for any late pick-ups. This fine is charged regardless of reason for lateness or prior notification from the parent that they will be delayed. These late pick-up penalties must be payable immediately by check or credit card (**cash payments will not be accepted**). An effort will be made to contact parents and emergency contacts; parents will be called by 6:30 pm and if a child is picked up 30 minutes after the scheduled closing time 3 or more times in a 30 day period, the center will terminate the child's enrollment. If a child is not picked up by 7:30 pm, the center will turn over the child to the local authorities. Part time children are to be picked at the scheduled pick up time. A late fee of \$1.50 per minute will be charged. If the time exceeds 30 mins a flat fee of \$30 will be charged for that day.

Initials _____ **6. Changes in Tuition:** The monthly tuition rate is subject to change and you agree that you will pay the new rate after the Center Director give you 30 days' notice of such change.



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Initials _____ **7. Absences, Vacation Credit and Sibling Discounts:** Childcare fees are based on enrollment (a reserved space), not on attendance. To maintain a reserved space, fees must be paid during the absence of a child due to illness, holidays, vacation, or for any other reason.

Initials _____ **9. Holiday and Other Closings:** The Center will be closed for the following holidays and special days: New Year's Day (Jan), Presidents Day (Feb), Memorial Day (May), Juneteenth (June), Independence Day (July), Friday before Labor Day (Sept or Aug), Labor Day (Sept), Thanksgiving Eve - Close at 3:00PM (Nov), Thanksgiving (Nov), Friday, after Thanksgiving (Nov), Christmas Eve - (Dec), Christmas Day, New Year's Eve - (Dec). If any observed holiday falls on a Saturday or Sunday, the holiday will be observed on either the preceding Friday or the following Monday. Tuitions rates take holiday into account and you will not receive credit if a holiday falls on your child's scheduled day to be at the center.

Initials _____ **10. Inclement Weather Policy:** In bad weather situations, the center will be closed. We do not give any tuition refunds due to closing because of bad weather. Parents will be notified by email or the centers voice mail will be updated by 6:00 AM. In the event of an early closing due to snow or other inclement weather, you agree to make arrangements to pick up your child promptly when called by the Center.

Initials _____ **11. Suspension:** In the judgment of the Center's Director or designee, your child's behavior interferes with the Center staff and the children at Tots N Us. The Center will contact you to remove your child for the remainder of the school day. The center requires that the child be picked up within one hour of being notified. You will be responsible for daily tuition for that day.

Initials _____ **12. Compliance with Center Policies and Provisions of Authorization and information:** There are certain center rules that all children will be taught and expected to follow. This is for the safety and wellbeing of everyone. In addition, we realize that we must expect a certain amount of wear and tear where children are concerned, we do not want to have our center "demolished". There will be no running permitted in the center. Hitting, pushing, biting, grabbing, kicking, spitting, or pinching other children/infants/adults will NOT be allowed. No standing or climbing on chairs or tables. There will be no use of obscene, derogatory or disrespectful language. Children may not walk around the center with food, cups or bottles. Respectful treatment of other people and all property, toys, and furniture is expected. Willful destruction of property will be charged to the parent at the cost to replace the item. Please support us in the enforcement of these rules, in order to create a better environment for all. Your child will comply with all policies of the Center, as these policies may be amended from time to time, and that you will deliver promptly to the Center all signed authorizations and any and all other documents and information, including without limitation authorization and information related to the emergency medical care of your child, as may be required from time to time. **No smoking is permitted on the premises; this includes parents and staff.**

Initials _____ **13. Withdrawal by Parent:** Your child is enrolled at the Center on a year-round basis. During any absence, including sickness or holidays, fee payments continue for each child. When withdrawing your child, as much notice as possible is appreciated. We require a minimum of two weeks' notice to ensure 100% return of your deposit. If you do give such notice, you will be required to pay two weeks' additional tuition.

Initials _____ **14. Termination by Center:** We reserve the right to terminate a child for the following reasons (but not limited to): Failure to pay, routinely late picking up your child, Failure to complete the required forms, Lack of parental cooperation, Failure of child to adjust to the center after a reasonable amount of time, Physical or verbal abuse of any person or property, our inability to meet the child's needs, Lack of compliance with handbook regulations and Serious illness of child. Immediate: The center may terminate your child's enrollment in the Center, effective immediately, if in the judgement of the Center Director or designee, the child's behavior or your behavior in the Center interferes with the Center staff providing safe and nurturing care. If enrollment is terminated for this reason, any prepaid tuition deposit shall be forfeited. We will terminate your child if your child is ill and is brought to Center more than 3 times within any 30 -day period, or you fail to pick up your sick child within two hours after being notified of the sickness, more than 2 times during any 6-month period. We will give two weeks' notice of termination for which full tuition is due, whether the child is in attendance. The



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provider reserves the right to give written notice of immediate termination where there are extreme circumstances that affect the well-being of the provider or other children in attendance. Anyone who terminates daycare and has a balance that is outstanding will need to have the account settled within 30 days. All accounts not settled within 30 days will be turned over to a collections agency regardless of amount owed. All accounts turned over to collections will have a \$20 per week late fee

Initials _____ **15. Permission to Perform Minor Medical Treatment:** You hereby give consent to the Center to obtain immediate medical care, if any emergency occurs when the parent(s)/guardian(s) cannot be located immediately. The parent(s)/guardian(s) agrees to give consent to the Center and its employees and agents to perform minor medical treatment on your child while waiting for medical help in an emergency situation, and hereby waive, and release the Center and its employees, agents, owners, members, successors and assigns from any liability in connection with, any claim arising from such treatment. A signed authorization form is required for the Center to administer medication to your child. Should you wish the Center to provide medication to your child, you must provide the Center with the appropriate authorization form, with a doctor's order and with the medication stored in a clearly labeled container. The container should state your child's name, the name of the medicine, the dosage, and the name and telephone number of your child's doctor. Parents are responsible for all costs involved in emergency medical treatment, including emergency transportation, if required. Tots N Us, will not be held liable for any sickness/injury of either parent/guardian or child while on these premises. **If there is an objection to seeking medical care, statement needs to be obtained from the parent(s) or guardian(s) that states the objection and the reason for the objection.**

Initials _____ **16. Liability Release and Indemnification:** The center maintains an insurance policy in connection with its liability for any injury, loss, or damage that may occur to your child, your child's property, or your property as a result of fire, theft, storm, or other causes. Acting on behalf of yourself and your child, you hereby wave and agree to release any claims that you, your child, or your and you're your child's legal representatives and heirs may have against the Center or any employee, agent, owner, or member of the Center, or any successor or assign of the Center, arising from or related to any injury, loss, or damage to the extent (a) that such injury, loss or damage is not covered by the insurance policy maintained by the Center, or (b) that the monetary amount of such injury, loss, or damage exceeds any amount payable under such insurance policy. You also agree to be responsible, for and to indemnify and hold harmless to the Center, any employees, agent, owner, or member of the Center and any successor and assign of the Center from and against, any and all claims, liabilities, damages, judgments, and costs (including attorney's fees and court costs) that may be brought against or incurred by the Center, any employees, agent, owner, or member of the Center, or any successor or assign of the Center, arising from or related to any act or omission on the part of you or your child. The center is also not responsible for personal items lost, stolen, or broken while in our care.

Initials _____ **17. Severability and No Waiver:** If any term of this Agreement is declared invalid or unenforceable, it will be severed and all other terms will remain effective and will be construed as if the invalid or unenforceable term did not exist. If the Center elects not to require that you comply with any term of this Agreement, the Center will not be deemed to have waived its rights to demand compliance with said term at any later time.

Initials _____ **18. Parental Access:** In connection with the implementation of the Center's policies as these may be amended from time to time, the Center will assume that each parent of the child while in attendance at the Center and to the child's records (with the exception of financial records regarding the child's attendance which shall be made available only to the parents(s) signing this agreement). It shall not be sole obligation and responsibility of the parent(s) to inform the Center of any reason that such equal access should not be granted and to provide to the Center all relevant documents in connection therewith.

Initials _____ **20. Participation Permission:** I hereby grant permission for my child to participate in any of the childcare activities and to use any of the play equipment to include all indoor and outdoor toys, swings, blocks climbing structures, etc.



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Initials _____ **21. Private Care Exclusion:** In the event that I independently contract for child care services, transportation, or any form of assistance with any employee of Tots N Us Children's Academy, I acknowledge and agree that the Center will not be held responsible or liable for any accidents, injuries, or other incidents resulting from such arrangements. I further agree to indemnify and hold harmless Tots N Us Children's Academy from any and all legal claims, liabilities, or actions arising from such independent agreements or arrangements with Center employees.

Initials _____ **24. Child Protection Services Acknowledgement:** In the event that the center has reason to suspect the occurrence of physical, sexual, or emotional abuse, neglect, or exploitation of a child, the center will as have required by Code of Virginia, report the incident immediately by telephone to Child Protective Services.

Initials _____ **25.** The department of Social Services is able to perform the duties as authorized in state regulations. The Department has the authority to interview children or staff and to inspect and audit child care center records, without prior consent. The school shall make provisions for private interviews with any child(ren) or staff members, and the examination of all records relating to the operation of the child care center. The Department has the authority to observe the physical conditions of the child(ren), including conditions that could indicate abuse, neglect or inappropriate placement.

Initials _____ **26. COVID-19 RELEASE / Communicable Diseases AND WAIVER OF CLAIMS ADDENDUM** ("Release") The undersigned, in my capacity as parent or legal guardian, hereby acknowledge the health risks and dangers associated with the transmission of the COVID-19 virus, and other communicable diseases, and recognize that exposure to the COVID-19 virus, or other communicable diseases, could occur while my child is in the care of the TOTS N US Childrens Academy. Tots N Us is not responsible for medical or other expenses resulting from a child or parent enrolled in the program who contracts COVID-19. Childcare Program as such, and in consideration for child care services to be provided by the TOTS N US, the undersigned, for myself and my minor children enrolled in the Program fully assume all of the risks associated with participation in the Program, including the possibility of COVID-19 (or the novel coronavirus) community spread. I, AS PARENT AND/OR LEGAL GUARDIAN, HAVE READ AND FULLY UNDERSTAND AND ACKNOWLEDGE THE CONTENTS OF THE RELEASE AND AGREE THAT I AM VOLUNTARILY WAIVING, RELEASING, INDEMNIFYING AND DISCHARGING TOTS N US AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND VOLUNTEERS FROM ANY AND ALL LIABILITY, DAMAGES, AND EACH AND EVERY ACTION (COLLECTIVELY, "CLAIMS") BY PARTICIPATION IN AND/OR ASSOCIATED WITH THE PROGRAM INCLUDING, BUT NOT LIMITED TO EXPOSURE OR TRANSMISSION OF THE COVID-19 VIRUS. I represent that I have full authority to sign on behalf of my child(ren) and that my signature binds each other person having authority to make decisions on behalf of the child(ren). MY SIGNATURE BELOW IS CONFIRMATION THAT I HAVE READ AND FULLY UNDERSTAND AND ACKNOWLEDGE THE CONTENTS OF THE RELEASE AND AGREE THAT I AM VOLUNTARILY WAIVING, RELEASING, INDEMNIFYING AND DISCHARGING TOTS N US AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND VOLUNTEERS FROM THE CLAIMS.

Parent Name

Signature

Date