



CONTRACT/ADMISSION AGREEMENT

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**Rising Stars Academy
PARENT-PROVIDER CONTRACT**

1. INTRODUCTION

_____ Initials

Rising Stars Academy, Rising Stars Child Development Center and Above Quality Childcare are Childcare facilities licensed under the California Department of Social Services to provide childcare children. For this purpose, childcare means non-medical care for children in need of personal services, supervision, age appropriate activities, and education. Provider accepts children from ages 0 through 17 years old.

We, _____ (print parent(s) name)
Parent(s)/Guardian(s) (*circle one*) (referred to collectively in this contract as "Parent") of
_____ ("Child"), agree to comply with the following rules
and regulations of Rising Stars Academy, Rising Stars Child Development Center and
Above Quality Childcare beginning on _____, 20____.

2. HOURS

_____ Initials

A. Hours of Operation

Our facilities are open from 6:00 a.m. to 6:00 p.m., Monday through Friday; however, Parent agrees to strictly adhere to scheduled drop off and pick up times set forth below. Parent must pay a fee for early drop-off and late pick-up times (see Section 5).

B. Hours of Care to Be Provided

Parent is enrolling Child in Rising Stars Academy for:

_____ Five (5) full days per week, with drop-off at _____ a.m. and pick-up at _____ p.m.
(1. Full-time = 6-10 hours per day 2.) Hours must be specified)

_____ Five (5) half days per week, with drop off at _____ a.m. and pick-up at _____ p.m.
(1. Part-time = 1-5 ½ hours per day 2.) Hours must be specified)

_____ Other: _____ (*Owner approval required*)

3. ATTENDANCE SHEETS

_____ Initials

Per State of California Title 22 regulation 101229.1, all parent/guardians must sign your child in and out daily upon pick up and drop off using full signature and record the time of day. Should the parent/guardian fail to sign the child in and out daily, parent/guardian agree to pay a "missed-sign fee" of 1st offense: **\$25.00** per missed signature, 2nd offense: **\$50.00** per missed signature. 3rd offense: Grounds for immediate expulsion from school.

By signing, I appoint Rising Stars Academy staff as an authorized representative to sign my subsidized time & attendance sheet.

_____ Date _____ Print _____ Signature

4. COFFEE

Initials

WARNING: COFFEE IS HOT, HANDLE WITH CARE! Coffee is complimentary for our wonderful Parents/Guardians. Patrons agree they understand the coffee served at Rising Stars Academy is hot, for adults only and will not hold Rising Stars Academy responsible for any incidents involving pouring or drinking of the coffee. Please enjoy and drink responsibly.

5. FEES (ALL FEES ARE NON-REFUNDABLE)

Initials

- ❖ Deposit: A deposit of \$_____ is due at the time of this contract. This amount constitutes two-weeks' worth of care, and will be applied to the last two weeks that the Child is enrolled in the childcare. If scholarship is granted allowing the deposit to be waived, the last 2 weeks must be paid whether care is provided or not.
- ❖ Registration Fee: A fee of **\$150.00 (Infant), \$225.00 (Preschool) and \$125.00 (School age)** will be due annually for curriculum expenses, equipment and supplies for your Child throughout the school year. Registration will be due at the time of this contract and will be prorated for the year. **Annual registration payments will be due on August 20th and each subsequent year that care is provided.**
- ❖ Holding Fee: There will be a weekly **\$125.00 per child holding fee** for enrollment spaces held at Rising Stars Academy to be utilized for illness and vacation purposes only. If the parent goes on vacation this fee is due in advance and must be requested in writing and approved by the director two (2) weeks in advance. Holding fees will not be granted without an approved "holding fee receipt" from the site Director. Holding fee is only applicable 2 times within a calendar year and does not rollover.
- ❖ Returned Check & Chargeback Fee: Applicable to all payments to Provider, a **\$40.00 return check fee, plus a \$25.00 admin service fee (\$65.00 total)** will be charged for any checks which do not clear our bank. If a check fails to clear the bank two times, all subsequent payments are required to be made by cashier's check, money order or cash.
- ❖ Payment Plan: Child Care fees are to be paid by 6pm on **Friday or the last business day of each week in advance of the coming week.** *Late fee in the amount of \$25.00 will be charged for every day that payment is made past the day it was due.* If payment (including late charges) is not received by the third "Late Day," (including weekend days), Provider may immediately terminate care for Child. If Child enrolls in day care on any day other than a Monday, then payment for the first week is to be prorated to cover care received during the remainder of the week and is due upon the first day of enrollment.
- ❖ Subsidized Parent Fee: **Parent fees are due on the 1st of each month.** (I.e. January parent fee is due January 1st). If parent has additional fees that are not covered by a subsidized program, they will be responsible for the extra fee, i.e., parent fees, late fees, and extra hours, etc. **Late Parent fees will be assessed a \$35.00 late fee.**

- ❖ Late Pick-Up / Early Drop-Off Fees and Policy:
An Early Drop-off fee of **\$3.00 for every minute** you arrive before your scheduled drop-off time will be charged and a Late Pick-Up fee of **\$3.00 for every minute** you arrive after your scheduled pick-up time. Fee is payable in cash or check directly to the staff on site at the time of pick-up. Early Drop-off can be refused at any time, and will absolutely be refused if it occurs before Provider's Operating Hours. The Provider has the right to terminate the Child from the program if the Child is picked up late more than 3 times in a calendar year. (See Section 12 for Termination policy).

- ❖ Homework Return Policy:
Daily homework is typically given to our students in our Preschool, Pre-K and Kindergarten program Monday - Thursday. On a rare occasion, teachers may decide not to administer homework every now and then (typically no more than 5 times in a school year and notice from the teacher should be given to parents). It is crucial that you assist your child in completing homework assignments. Parents will be assessed a **\$5.00 daily fee for homework that is not returned**. Please keep in mind, we don't want your money; we'd much rather have the homework.

- ❖ Transportation Fees:
Weekly transportation fee of \$25.00 will be applied to all student accounts that utilize our transportation services. An additional \$10.00 fee will be applied to accounts due to lack of communication to Rising Stars from a parent whom fails to update drop off / pick up status of their child (i.e. child doesn't need to be picked up, child out early, early dismissal, etc.)

By signing here, I acknowledge and fully understand all fees outlined above. Signatures must match photo I.D. or Driver License.

Signature of Parent 1

Signature of Parent 2

Child Care Rates (circle one)

Age Group	Full-time Daily	Full-time Weekly	Part-time Hourly	Part-time Weekly
Birth to 24 Months	96.53	398.15	16.28	274.31
2 through 5 Years	67.37	301.55	12.19	227.58
School Age	55.72	234.53	11.24	139.94
Evening/Weekend Rates				
Birth to 24 Months	95.00	475.00	N/A	375.00
2 through 5 Years	85.00	375.00	N/A	275.00
School Age	75.00	275.00	N/A	175.00

Scholarship Awarded (Application & supporting documents attached) Award amount: _____

- *1a.) All Scholarship payment must be made on time.
- *1b.) After first late payment, parent(s) will lose their awarded scholarship and will default to the above regular rate.
- *1c.) All Scholarship participants agree to fully participate in all fundraisers.
- *1d.) All Scholarship participants agree to volunteer 2 hours per quarter.
- *1e.) All scholarship participants agree to attend all parent meetings.
- *1f.) All scholarship participants agree to be active members in Rising Stars Parent Committee.

By signing I understand I have been awarded a financial scholarship from Rising Stars. I agree with and acknowledge 1(a) through 1(f) as stated above.

Parent 1 (Printed Name)

Signature

Parent 2 (Printed Name)

Signature

Holidays and child absences will be billed as if care were provided.

6. UNIFORMS

Initials

Full School uniforms are mandatory for children ages 2 thru 6, except Fridays (free dress day) during our school year September 4th, 2018- May 31st, 2019. ***Students will not be accepted into care without proper uniform attire.*** Infants and Toddlers (newborn - 23 months old) are exempt from this policy. It is mandatory that each child have one complete set of extra clothing, marked with his/her name in a large zip lock freezer bag. Extra clothes are sometimes needed for emergencies caused by anything from a toileting

accident to an occasional excessive/creative playtime. Rising Stars is not responsible for garments of any kind for any reason.

7. DRESS CODE POLICY

Initials

It is our policy that children MUST report to school clean and well groomed. For the safety of our active children, no open toe shoes, loose strings or jewelry are allowed.

8. ATTENDANCE POLICY

Initials

Daily attendance is crucial in early childhood education. For this reason **Rising Stars drop off cut-off time is 8:45am daily** unless your subsidized certificate of enrollment states otherwise. Parents who choose to arrive after the 8:45 a.m. cut-off time will not be allowed to drop their child off. The only exception to this rule is: 1.) Our student is accompanied by a doctor's note for a same day appointment. The full fee will be charged for all absences. Tuition dues are based on enrollment, not attendance. No refund, credit, or make up day is provided for children who are absent due to late arrival, illness or vacation. Parent must notify Provider of any absence as soon as the Parent knows that Child is unable to attend on a particular day.

9. CHILD ILLNESS POLICY

Initials

Child must have updated standard immunizations and a tuberculin clearance.

Please be considerate if your child shows any signs of an oncoming illness. Provider has the obligation to protect children in Provider's care from illness whenever possible. Children with the following conditions must be kept home and will be sent home if these conditions become apparent:

- Fever over 99° F
- Vomiting
- Skin rash or eruptions of unknown origin
- Constant cough
- Nasal discharge
 - If a runny nose is related to allergies, please provide a doctor's note stating that fact. (Mucus related to allergies is clear. Cloudy, yellow or green colored mucus is a sign of infection and child will not be allowed to attend school)
- Diarrhea
- Conjunctivitis – such as pink eye or thick discolored drainage from the eyes
- Sore throat
- Upset stomach
- Parasites – nits, lice, crabs, etc.
- Communicable diseases – chicken pox, measles, ring worm, scarlet fever

Child will be sent home when the Provider believes, in the Provider's judgment, that Child's condition poses a threat to the health or safety of Child, other children or staff in the program. If the provider has to send your child home, a doctors' note stating child is released to return to school must accompany your child upon return.

A Child who becomes ill will be separated from the other children and Parent/guardian will be called. Parent must pick up Child within one hour after being notified of Child's illness. After one hour, Parent will be charged a penalty fee of \$25 for every 1/2-hour child is not picked up. Further, Parent will be charged for any additional costs related to the isolated care. If we cannot get in contact with a guardian, the child will be suspended for 3 days.

If Child is sent home due to illness, this will be considered an absence in accordance with Section 8. Child should be symptom-free for 24 hours and have a doctor's note before he/she returns to school.

10. NUTRITION

Initials

We serve Breakfast (7:15AM to 7:55AM) the most important meal of the day, Lunch (11:30 AM to 12 PM) and afternoon snack (2:45 to 3 PM). If you miss breakfast, please make sure your child has been provided with something to eat prior to arriving to school. Please be mindful that **ABSOLUTELY NO OUTSIDE FOOD** is allowed in the facility.

11. WITHDRAWAL OF CHILD BY PARENT

Initials

Parent must provide two weeks' notice *in writing* before withdrawing Child from the program. If Parent fails to provide two weeks' written notice, Parent will be charged a \$125 administration fee. The deposit paid at enrollment will be applied to this amount due. If no deposit was collected, parent will be fully responsible for all charges related to the last two weeks of contracted care.

12. TERMINATION BY PROVIDER

Initials

A. Two-Weeks' Notice

Provider may terminate Child's enrollment at the school for any reason. The pre-paid deposit for the final two weeks of attendance will be applied at this time. If there are any outstanding debts owed by Parent such that the deposit does not cover the outstanding debt plus the last two weeks of child care, Provider will apply the prepaid deposit first to the outstanding debt and the balance on a per day basis for as many days as the remaining sum permits. This may reduce the remaining number of days of care from ten (or two weeks) to the number of days possible given the amount of deposit remaining.

If Provider's termination occurs in the midst of a longer pre-paid payment period, a pro-rated amount will be refunded to Parent after first deducting any outstanding charges owed.

B. Immediate Termination

Provider may terminate Child's enrollment in Provider's program effective immediately, if any of the following conditions arise:

- (1) In the sole judgment of Provider, the Child's behavior or the Parent's behavior poses a significant threat to the physical / mental health or well-being of one or more of the other children at the school, the Provider, or other persons on Provider's premises, and Provider is unable to reasonably eliminate the threat;
- (2) Any payment owed by Parent to Provider under this contract is not paid within three days after such payment is due;
- (3) The child is picked up late more than 3 times in any 1-month period.

NO REFUNDS WILL BE ISSUED UNDER THE IMMEDIATE TERMINATION CLAUSE.

13. HOLIDAYS AND PROVIDER'S SICK TIME AND VACATION

Initials

No care will be provided on the following days:

- | | |
|------------------------|-----------------------------|
| New Year's Day | Martin Luther King, Jr. Day |
| President's Day | Memorial Day |
| Fourth of July | Labor Day |
| Columbus Day | Thanksgiving Day |
| Day after Thanksgiving | Christmas Eve Day |
| Christmas Day | New Year's Eve |
| Staff Development Day | |

If any of these holidays fall on a weekend, the Provider will be closed on Friday for Saturday holidays and Sunday for Monday holidays.

These holidays will be billed as though care were provided.

Provider will give Parent a minimum of four weeks' notice if Provider plans a vacation. Parent will be responsible for finding alternative care during Provider's vacation.

Provider reserves the right to take 10 personal days and 5 staff development days per year, upon reasonable notice to Parents.

In the event Provider becomes sick or has another emergency, Provider may secure a qualified substitute to care for the children enrolled in the school. If Provider is unable to do so, Provider will notify Parents as soon as possible that Provider will be unable to provide care that day.

If Provider closes the childcare center due to illness or emergency, beyond the number of personal days described above, Provider will refund the pro rata portion of any monthly/weekly fee paid by Parent in advance for the additional days of closure.

14. NO CELL PHONE POLICY

Initials

Your child is happy to see you! Are you happy to see your child? During Drop-off the staff may have an important message. During pick up, children want to hand parents their class work or discuss the school day. The staff may have an important update of your child's day or school news. For these reasons NO CELL PHONE USE is allowed during pick-up and drop-off.

15. DUTY TO REPORT CHILD ABUSE

Initials

Provider is a mandated reporter of suspected child abuse under the terms of the California Penal Code § 11166. Provider and its employees who have knowledge of or observe the Child, in their professional capacity or within the scope of their employment, whom Provider or the employee knows or reasonably suspects has been the victim of child abuse, have a statutory duty to report the known or suspected instance of child abuse to a child protective agency. In addition, Provider and any employees who have knowledge of or who reasonably suspect that mental suffering has been inflicted upon the Child or that his or her emotional well-being is endangered in any other way, must report the known or suspected instance of child abuse to a child protective agency.

16. GUIDELINES FOR RELEASING CHILDREN

Initials

Provider will release Child only to:

- (1) Parents with legal and/or physical custody or to the Child's legal guardian;
- (2) Anyone Parent or guardian has authorized by prior arrangement with Provider in writing & stated on State of California Department of Social Services form LIC 700 Identification and Emergency Information Child Care Centers/Family Child Care Homes (changes to the LIC 700 can only be done and will only be accepted in person by parent)
- (3) Police or welfare workers with proper authorization.

Provider will not release the Child to anyone under the age of 18.

Parent must not remove the Child from the school without notifying Provider.

Anyone picking up the Child that the Provider (or Provider's staff) does not recognize will be required to provide their driver's license/ID card.

All persons dropping off/picking up the Child must sign the Child in/out upon arrival and departure each day.

17. ADDITIONAL CONSIDERATIONS

Initials

- A. Clothing: Parent should provide a change of clothing for the Child. All clothing must be labeled. Provider is not responsible for soiled or lost clothing.
- B. Bed Sheets: Parents must provide a labeled crib fitted sheet and blanket for their child cot for naptime, which is state requirement.
- C. Medications: RISING STARS DOES NOT ADMINISTER MEDICATION outside of Asthma Inhalers. No exception will be made to this rule.
- D. Discipline: Provider will not use any corporal punishment. If discipline is required, Provider will use redirection.
- E. Medical Conditions/Allergies: Parent must fill out a form provided by Provider listing Child's allergies and all medical conditions.

18. PARENT/PROVIDER HANDBOOK

Initials

Parent has seen and read the Parent/Provider Handbook and agrees to abide by all policies and procedures contained in the Parent/Provider handbook.

19. MODIFICATION/AMENDMENT

Initials

Provider reserves the right to modify and/or amend this agreement upon one (1) weeks' written notice of any changes in the basic rates or services; provided, however, that any changes in the government subsidized reimbursement rates shall be effective immediately and do not require any prior notice to Parent. Changes in basic rates/services do not require Parent consent.

20. ENTIRE AGREEMENT

Initials

This agreement, together with those documents specifically incorporated herein by reference, contains the entire agreement and understanding between the parties as to the subject matter hereof.

21. INVALID PROVISIONS

Initials

The invalidity or unenforceability of any particular provision hereof shall not affect the other provisions hereof, and this agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. No right under this contract shall be waived (lost) merely by delaying or failing to exercise it. Consent to one act shall not be considered consent to any other or subsequent acts. Any waiver of a default under this agreement must be in writing and shall not be a waiver of any other default concerning the same or any other provisions of this agreement.

22. POTTY TRAINING

Initials

We will assist in potty training with the understanding that it will only work if we work together. Your child will not learn if they do not do it while in our care and at home. You must work with your child at home, during vacation and over the weekend before we will begin potty training. Clothing should be easy to manage to encourage self-help skills. Buckles, belts, overalls and suspenders when in a hurry to use the bathroom may create a problem. We also require that each potty training child have 3 changes of clothing, training pants or pull-ups. As with diapers, we do not supply pull-ups. If they are required at any time of the day, you are required to provide them.

23. TRANSPORTATION

Initials

Provider and Parent Transportation Agreement

I, _____ (Parent 1 name) _____ (Parent 2 name)
give permission for my childcare provider, any approved employee of the childcare program or
charter/transportation company hired by my childcare provider to transport my child

_____ (Child name) for the following reasons: Field trips, educational
excursions, emergency purposes or any reason deemed necessary by the program after being approved
by the owner.

It is agreed that:

1. The caregiver will never leave my child unattended in any motor vehicle or other form of transportation.
2. Each child will board or leave a vehicle from the curbside of the street when available.
3. My child will be secured in a safety seat or by safety belt as appropriate for the age of the child in accordance with California state law.
4. Any motor vehicle used to transport my child will have current registration, insurance and must be operated by a person who is at least 18 years of age and possesses a valid driver's license.

The provider and parent have discussed and agree on the following arrangements for the child to get to and/or from school/home and provider's care (check all that apply):

_____ The Parent has arranged Transportation for the child to and from school. The provider is not responsible for the child until he/she arrives to the provider's facility.

_____ The Provider will transport the child to school _____ from Home _____

_____ The Provider will transport the child Home _____ from School _____

_____ The Provider will transport the child to public school _____ from public school _____

Public School name, address and phone number: _____

_____ Other arrangements (Prior Owner approval required): _____

Provider and Parent Transportation Agreement (continued)

The parent also agrees to hold harmless Rising Stars Academy Flagship, Inc., MDBB, Inc., Nerrad's House, Inc., its employees and officers, against any and all personal injuries, damages, claims, liabilities, costs, suits or expenses arising out of any negligence or intentional acts or missions of the provider or his/her agent or employee(s) while the child is enrolled at any Rising Stars Academy affiliated school. Rising Stars does carry full coverage auto insurance on all company vehicles and all insurance information will be immediately provided should the need arise.

All transportation payments must be paid in advance. If payment has not been received prior to Monday's pick up (late fees included), the parent must provide his or her own child's transportation until payment has been received in full. If parent fails to notify the facility that the child will not need transportation services for any day, prior to the child scheduled pick up, parent will be charged a \$10.00 fee. After the 3rd offense of not notifying the school that your child will not need transportation services, the school will un-enroll the child from transportation services. NO EXCEPTIONS!!!

Parent Signature

Date

Provider Signature

Date

24. PHOTO AUTHORIZATION

Initials

Photo Authorization Form

General Use

_____ I grant Rising Stars, it's affiliates and employees permission to photograph my child during observations, class projects, field trips, or any other classroom activity. I understand that only first names will be used and that the pictures may be used in any portfolio or displayed within the center.

Website Use

_____ I grant Rising Stars, it's affiliates and employees permission to use my child's photo on their website (www.risingstarsacademyca.com). I understand the website has a large audience and my child's photo will be available to the general public. (Photos only. No names will be used. Owner controlled)

Child's Name _____

Parents or Legal Guardian's

Printed name: _____

Signature _____

Date _____

* This form is valid until written notice is given that Rising Stars no longer has permission to take/use child's photos.

Parent Acknowledgement of Handbook & Programs

I acknowledge that I have received and reviewed the referral program, volunteer program and parent handbook. I understand and recognize that there may be changes to the information, policies and student benefit in the handbook. I understand that Rising Stars may add new policies to the handbook as well as replace, change, or cancel existing policies. I understand that I will be told about any handbook changes and I understand that Rising Stars management can only authorize handbook changes.

I understand that it is my responsibility to read and comply with all policies included within the parent handbook. I further understand that I should consult the facility Director regarding any questions I may have.

Parent Signature	
_____	_____
<i>Parent signature</i>	<i>Date</i>
_____	_____
<i>Printed Name</i>	<i>Facility Representative</i>

26. GOVERNING LAW

Initials

This agreement shall be governed by and interpreted in accordance with the laws of the State of California. This agreement covers and applies to all facilities as named below: MDBB, Inc., Nerrad's House Inc. and Rising Stars Academy Flagship, Inc., all being California corporations (hereinafter referred to as "Rising Stars Academy, Rising Stars Child Development Center or Above Quality Childcare").

THE UNDERSIGNED HAVE READ AND UNDERSTAND THIS AGREEMENT. ALL SIGNATURES MUST MATCH WITH GOVERNMENT ISSUED I.D. OR DRIVER LICENSE.

Printed name Parent 1

Parent 1 Signature

Date

Printed name Parent 1

Parent 1 Signature

Date

-----**COMPANY USE ONLY**-----

I certify that I have reviewed this contract and terms entirely with our new client.

- All 15 pages of the contract are attached
- All parent signatures match driver license
- Parent(s) have a full understanding of the contract

Director Printed Name

Director Signature

Date

Owner Printed Name

Owner Signature

Date