



Childcare Network FAMILY AGREEMENT

SCHOOL

Date of Enrollment

CHILD INFORMATION

Child's Name

PARENT/GUARDIAN INFORMATION

Parent/Guardian 1

Parent/Guardian 2

Congratulations! Your child has been offered enrollment at the School for the enrollment period listed above. **Please read this Family Agreement and the School's Family Handbook carefully. The Family Handbook is incorporated in full into this Family Agreement, and together with any Addenda, these documents form the legal contract between the School, the child, and the child's Parents/Guardians.** To accept this offer of enrollment, the Parents/Guardians (hereafter "Parents" or "you") must sign below, agreeing to the terms of the Family Handbook, this Family Agreement, and any Addenda (together, the "Agreement"), and return a signed copy of this document to the School before your child is enrolled and attends School. If the School does not receive a signed copy of this Family Agreement in a timely manner, it may rescind this offer of enrollment.

CHILD HEALTH

State-mandated Immunizations and Physical Examinations: If Required Immunizations are listed below, your state requires that all children receive the immunizations. You must provide written evidence that your child has received all required immunizations and examinations (if any) by the corresponding deadline listed below. If the state in which the School is located permits exemptions from the requirements below and you intend to claim such an exemption for your child, you must provide all materials required under state law to claim such exemption by the deadline listed below.

Required Immunizations

3 DTap, 2 Polio, 2 -3Hib, 2 Hep B, 3 PCV

3 DTap, 2 Polio, 1 MMR, 3-4 Hib, 3 Heb B, 4 PCV, 1 Var

4 DTap, 3 Polio, 1 MMR, 3-4 Hib, 3 Heb B, 4 PCV, 1 Var

4 DTap, 3 Polio, 1 MMR, 3-4 Hib, 3 Heb B, 4 PCV, 1 Var

5 DTap, 4 Polio, 2 MMR, 3-4 Hib, 3 Heb B, 4 PCV, 2 Var

Deadline for Child to Receive

Minimum by 7 Months

Minimum by 12-16 months

Minimum by 19 months

Minimum by 4 years or older (in childcare only)

Minimum by 4 years and older (in kindergarten)

*Visit the CDC Website for latest updates to vaccination requirements: <https://www.cdc.gov/vaccines/schedules/easy-to-read/child-easyread.html>

(initial) **Medical Examination:** Immunization Record and Proof of Physical should be submitted within 30 days from the child's first day of enrollment.

(initial) **Medical Authorization and Consent to Treat:** I hereby authorize the School and its agents and employees to consent on my behalf to any x-ray or other diagnostic examination, anesthetic, medical, dental, or surgical diagnosis or treatment, and hospital care, which is deemed advisable by, and is to be rendered under the general or specific supervision of any physician licensed under the laws of the jurisdiction where such diagnosis or treatment may be given, whether such diagnosis or treatment is rendered at the office of said physician, at a hospital, or at any other location, in the event my child requires urgent medical care. It is understood that this authorization is given in advance of any specific treatment or diagnosis, but is given to provide authority and power of treatment or hospital care which the aforementioned physician in the exercise of best judgment may deem advisable. I understand and agree, for myself, the child, the Parents, and any other Claimant (as that term is defined in the Family Handbook), that neither the School nor Childcare Network, nor their agents or employees, shall be liable in any way in connection with any medical care provided to your child.

(initial) **Consent to Medication Administration:** Please refer to the Medication Administration section of the Family Handbook for the School's Medication Administration policy. If your child requires medication during the school day, you must initial and complete this section and must complete all School-required forms identifying the child's medications, dosage, and the frequency and method of administration (and must update those forms to reflect any changes). Over-the-counter medication must be provided in its original packaging with the label intact. Prescription medication must be provided in original pharmacy packaging, which must include the child's name, medication name, dosage, and frequency, and the name and contact information of the prescribing healthcare provider.

Medical History: Please describe any medical history for your child of which the School should be aware, including food or other severe allergies, seizure disorders, communicable diseases, or any condition which may require emergency treatment while at School or may limit the child's ability to participate in School activities.

Accommodations for Children With Disabilities: Each child is an individual, and the School welcomes open and effective communication about a child's particular needs as part of the enrollment process. The School is committed to complying with state and federal law regarding students with disabilities. **It is very important for the child's safety that Parents fully inform the School of any disability that may require an accommodation by the School during the enrollment process and before the child attends School.** If your child has a disability that may require an accommodation by School, please describe the disability and the proposed accommodation in the space below. The School will review this information and contact you to discuss whether reasonable modifications to the School's policies and practices are available to accommodate your child's needs. If the child requires an accommodation that the School is unable and not required by law to provide, or if the School determines that the child's presence poses a direct threat to the health or safety of any person, the School may rescind this offer of enrollment or request Parents disenroll the child and make alternative arrangements.

CHILD MEALS

(initial) **Feeding Plan:** Your state may require state specific forms related to feeding plans. Your school will provide the forms; please return completed forms on/before the first day of enrollment.

Special Diets: If your child requires a special diet or must avoid certain foods because of a food allergy, medical condition, religious practice, or reason of conscience, please carefully review the Meals section of the Family Handbook and explain any requests regarding meals served to your child in the space below. **IF YOUR CHILD HAS A FOOD ALLERGY THAT MAY REQUIRE MEDICAL TREATMENT, PLEASE ALSO LIST THIS INFORMATION IN THE MEDICAL HISTORY SECTION ABOVE.**

PARENT RELEASES, NOTICES, AND CONSENTS

(initial) **Field Trip Consent:** I understand and agree that the School organizes field trips off-campus or outside of the property from time to time. Field trips involve travel to and from the School in School vehicles operated by School employees. School employees and Parent volunteers will supervise students while on field trips, but field trip locations may not be under the exclusive control of the School, and members of the general public may be present. The School will exercise reasonable care in selecting field trip destinations, but cannot and does not guarantee that no risks will be present at field trip destinations. Because School employees attend field trips with students, all students who are present at School on the day of a field trip must attend the field trip. If you do not wish your child to participate in a field trip, or if you do not initial this section of the Family Agreement, you should plan to make alternative childcare arrangements for your child on the day of the field trip. By initialing this section, you consent to allow your child to attend any School field trip, understand and agree that you are responsible for payment of any fees associated with a field trip in advance, and understand that, despite the School's reasonable efforts, it is not possible to fully eliminate all risks to students associated with participation in or travel to and from a field trip. Additional documentation, consent forms, and releases may be required for child to participate in field trips.

(initial) **Public/Private School Transportation:** If the School offers transportation of students between the School and a child's other public or private school, Parents may opt in to that transportation by completing this section. If the School does not offer transportation or the Parents do not complete this section, the Parents must follow the default drop-off and pick-up policies set out in the Family Handbook. If your child requires a transportation accommodation (e.g., wheelchair-capable transportation), please explain in the Accommodations for Children With Disabilities section above.

By initialing this section, I give the School permission to transport my child between the School and the public or private school listed below. I understand and agree that my child's behavior during School transportation is subject to the Family Handbook.

Public/private school name

Address

Phone number

Normal morning drop-off time

Normal afternoon pick-up time

Normal days of attendance (check)

Monday Tuesday Wednesday Thursday Friday

(initial) **Home Transportation:** If the School has agreed in writing to provide transportation to and from home for my child, I understand and agree that I am responsible for ensuring that a qualified adult is present at the home to receive the child, and that the School will otherwise return the child to School and the School's policy for late pick-ups set out in the Family Handbook will apply.

By initialing this section, I give the School permission to transport my child to and from home. I understand and agree that my child's behavior during School transportation is subject to the Family Handbook.

If the child requires a transportation accommodation (e.g., wheelchair-capable transportation), please explain in the Accommodations for Children With Disabilities section above.

Home Address

Normal morning pick-up time

Normal afternoon drop-off time

Normal days of attendance (check)

Monday Tuesday Wednesday Thursday Friday

(initial) **Swimming/Water Activities (if available at School):** By initialing this section, I consent to my child's participation in swimming and other water-related activities with the School. I understand and agree that there are inherent risks in swimming and other water activities, have considered those risks and the child's ability to safely participate in those activities with reasonable adult supervision, and voluntarily consent to allow my child to participate. I understand that participation in swimming and other water-related activities is purely voluntary and is not a condition of the child's enrollment or attendance at School. I have received a copy of the School's Aquatics Policy, have had the opportunity to discuss the Policy with the School and ask any questions I may have about the Policy.

(initial) **Video Recording:** I understand that my School may offer video services, which provides (a) administrators of the School with the ability only to view and monitor the activities of all individuals on their premises for their internal purposes (“Live Streams”), (b) families with the opportunity to view their children online and share in their day via streaming video (“Video Streams”), at applicable locations where such streaming is enabled, and (c) academic services, such as third party online educational programs and/or remote tutoring services that may include video sessions (“Video Sessions”). I acknowledge and agree that the School (a) may capture video (Live Streams and/or Video Streams), where applicable, of myself and my child(ren) and audio while on School premises for academic purposes and/or their internal administrative use and (b) may stream the Video Streams via a third-party service to School families, where applicable.

(initial) **Photo/Video Authorization:** For good and valuable consideration, I hereby grant to the School and Childcare Network the irrevocable and unrestricted right to make, use and/or publish any and all photographs, videos, and other images of my child, or images in which my child may be included, now existing or hereafter made, in any case, with or without identifying my child for editorial, advertising, news, or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. On behalf of myself and my child, I specifically waive all rights to privacy and confidentiality with respect to name, likeness, voice, photographs, images, video recordings, audio recordings, and identifying information.

(initial) **Student Behavior Expectations:** I have received a copy of the Family Handbook and have read, had the opportunity to discuss with the School and ask any questions. I understand the expectations for my student to comply in all respects to all the rules, policies, procedures and behavior expectations and I agree to ensure my child acts in accordance with same.

(initial) **RELEASE OF LIABILITY AND INDEMNITY AGREEMENT:** I understand and agree that my child’s attendance at School and participation in any of the activities described in this Parent Releases, Notices, and Consents section carry certain risks, which include the risk of physical injuries. I have considered those risks in light of the information in the Agreement, have asked any questions I may have of the School regarding School programs, and have determined that my child can safely attend School and participate in the activities described in this Agreement. As a result and in consideration of School’s offer of enrollment to my child for myself and any Claimant (as that term is defined in the Family Handbook), I hereby fully and irrevocably agree to waive, release, and indemnify and hold School, Childcare Network, and their respective agents and employees (collectively, “Indemnitees”) harmless from and against, any and all claims, controversies, costs, expenses, attorney’s fees, claims damages, demands, suits, judgments, losses, or liability for injuries to property, injuries to persons (including my child) and from any other costs, expenses, attorney fees, claims, suits judgments, losses, or liabilities of any and every nature whatsoever arising in any manner, directly or indirectly, out of, in connection with, in the course of, or incidental to the child’s attendance at, participation in, or transportation to or from School or any School activity, REGARDLESS OF CAUSE OR OF THE JOINT, COMPARATIVE, OR CONCURRENT NEGLIGENCE OF THE INDEMNITEES.

TUITION AGREEMENT

Tuition Agreement will be provided to guardian by school.

PARENT CONCERNS, DISPUTES, AND LEGAL RIGHTS

The Parent Concerns and Disputes section of the Family Handbook affects your legal rights. You should read it carefully. Among other terms, it limits the types and amounts of damages that may be recovered from the School, waives the right to a jury trial in Disputes with the School, and REQUIRES THAT DISPUTES BE SUBMITTED TO ARBITRATION RATHER THAN RESOLVED BY A COURT.

Some Disputes must be reported to the School’s District Manager in writing. The District Manager’s contact information is available upon request from the School Director, and may also be found at: Family Services Hotline 866-521-5437.

The Exclusive Venue for any Dispute, as that term is defined in the Handbook, is: Union County, North Carolina. You agree that this is a convenient forum for resolving any Disputes and that participating in related proceedings in the Exclusive Venue, whether in-person or electronically, would not pose an undue burden or expense.

This Agreement shall be enforced and interpreted according to the laws of the state of North Carolina (the “Choice of Law State”), without reference to conflicts of laws rules.

Capitalized terms used in both the Family Handbook and this Family Agreement have the same meaning throughout. If any provision of the Agreement is deemed unenforceable or void, the offending text alone will be stricken from the Agreement and the remainder of the Agreement will remain in full force and effect. In the event of any conflict between the Family Handbook, this Family Agreement, or any Addendum, the terms of this Family Agreement shall control. In addition, any published updates will be incorporated by reference into this agreement.

STATE-SPECIFIC INFORMATION

Additional Holidays: In addition to the dates listed in the Holidays section of the Family Handbook, School is closed on the following days: Friday After Thanksgiving. A holiday that falls on a Saturday, CNI will be closed on that Friday; a holiday that falls on a Sunday, CNI will be closed on that Monday.

Additional Required Parent Information: in addition to the information you provided in your child's Enrollment Application, the state of North Carolina requires the School to collect the following information regarding each parent.

Required Information

Parent/Guardian 1

Parent/Guardian 2

Copy of Parent/Guardian Photo ID on File

STATE-SPECIFIC POLICIES & PROVISIONS

NC Infant Safe Sleep and Shaken Baby Syndrome Policy: You will receive a copy of the North Carolina Infant Safe Sleep and Shaken Baby Syndrome Policy.

Summary of the North Carolina Child Care Law and Rules: By signing this agreement, you acknowledging receipt. The brochure can be found at: https://ncchildcare.ncdhhs.gov/Portals/0/documents/pdf/S/Summary_of_the_Law_Brochure.pdf?ver=2018-07-19-162233-047

Activities and Summer Safety:

Field trips include activities outside of the fences in area of the school. Only children ages 3-12 may participate. By signing this agreement, permission is granted for children to play outside of the fenced in areas. This could include, but not limited to, special parades and visitors such as fire trucks to the school.

Discipline Policy:

10A NCAC 09 .1803 PROHIBITED DISCIPLINE IN CHILD CARE CENTERS(a) No child shall be subjected to any form of corporal punishment by the owner, operator, director, or staff of any child care center. For purposes of this Rule, "staff" shall mean any regular or substitute caregiver, any volunteer, and any auxiliary personnel, including cooks, secretaries, janitors, maids, or vehicle drivers. The following shall apply at all child care centers:

1. No child shall be handled roughly in any way, including shaking, pushing, shoving, pinching, slapping, biting, kicking, or spanking;
2. No child shall be placed in a locked room, closet, or box or be left alone in a room separated from staff;
3. No discipline shall be delegated to another child;
4. No food shall be withheld as punishment or given as a means of reward;
5. No child shall be disciplined for toileting accidents;
6. No child shall be disciplined for not sleeping during rest period;
7. No child shall be disciplined by assigning chores that require contact with or use of hazardous materials, such as cleaning bathrooms, floors, or emptying diaper pails;
8. Physical activity, such as running laps and doing push-ups, shall not be withheld as punishment or required as punishment;
9. No child shall be yelled at, shamed, humiliated, frightened, threatened, or bullied;
10. No child shall be restrained as a form of discipline unless the child's safety or the safety of others is at risk. For purposes

of this Rule, “restraining” shall mean that a caregiver physically holds a child in a manner that restricts the child’s movement, for a minimum amount of time necessary to ensure a safe environment. Notwithstanding any other provision of this Rule, no child shall be restrained through the use of heavy objects, including a caregiver’s body, or any device such as straps, blankets, car seats, or cribs.

11. Discipline practices shall be age and developmentally appropriate.

History Note: Authority G.S. 110-85; 110-91(10); 143B-168.3; Eff. January 1, 1986; Amended Eff. April 1, 2001; November 1, 1989; Prior to readoption of September 1, 2017 located in Rule .0801; Readopted Eff. October 1, 2017 (Transferred from 10A NCAC 09 .0801)

Operational Information:

Childcare Network facilities are maintained in the following way: needed and two times daily with a disinfecting solution. Toys in the infant and toddler rooms are sanitized upon mouth contact and daily, and older child classroom toys are sanitized weekly. Infant and toddler sheets are cleaned daily, and older children’s sheets are cleaned weekly. Floors and rugs are cleaned as needed or every six months maximum by a professional cleaning service.

Our hours of operation are Mon- Fri. We serve children from 6 weeks old until their 13th birthday. Operating hours for individual locations may vary and can be found on our website: <https://schools.childcarenetwork.com/nc>.

A typical daily schedule for a classroom would appear similar to the following example, and is posted in each classroom:

Mock Classroom Schedule

6:30-9:00 Arrival and Free choice in Centers
 9:00-9:30 Routines and Breakfast
 9:30-9:45 Story Time/Circle
 9:45- 10:00 Circle Time – Music and Movement
 10:00-11:00 Free Choice with Special Small Group Activities
 11:00-12:00 Outdoor Play/Gross Motor Activities
 12:00-12:30 Lunch
 12:30-2:30 Rest Time
 2:30-3:00 Routines (Bathroom, Clean-Up, Hand Washing)
 3:00-3:30 Snack
 3:30- 4:30 Free Choice in Centers
 4:30-5:30 Outdoor Play and Gross Motor
 5:30-6:00 Free Choice in Centers and Departure

AUTHORITY TO SIGN: BY MY SIGNATURE BELOW, I REPRESENT AND COVENANT TO SCHOOL AND CHILDCARE NETWORK THAT:

- I have received, read, understand, and agree to the terms of the Agreement, including the Family Handbook and this Family Agreement, for myself and for my child;
- I have the authority to sign this Agreement for myself and on behalf of my child;
- I am legally authorized to enroll my child in School;
- The information above is true and complete; and
- If the approval of any other person is required to execute this Agreement on behalf of my child and/or to enroll my child in School, I have secured the signature of that person below as well.

Parent/Guardian 1 Signature

Parent/Guardian 2 Signature

Date

Date