



ENROLLMENT AGREEMENT

Throughout this agreement and the handbooks, the terms “you” and “parent” refer to the parents or legal guardians, jointly and severally, of the child, designated below, who is enrolled in the Center. The terms “ECDC”, “Center,” and “we” refer to the Executive Child Development Center at 6006 Executive Blvd., Rockville, Maryland 20852. “Tuition period” refers to a two week period during which care may be rendered for which tuition is charged. The center’s “administrative team” includes: the executive director, center director, assistant director, or director of accounting. It does not include our teaching staff.

Please read this agreement carefully. If you do not understand any provision, please ask a member of the Center’s administrative team. This agreement, the Family Handbook, and the Health and Safety Manual, establish your legal rights and responsibilities and those of the Center regarding your child’s participation in the Center.

You, _____, hereby agree to enroll
Parents/Guardians
 your child, _____, in the Executive Child Development Center, and the Center agrees to accept your child’s enrollment under the terms and conditions as stated below.

Program and Hours of Care

Beginning _____, the Center will offer care for your child Monday through Friday during the hours of operation from 7:30 a.m. to 6:00 p.m. in the following program:

_____	Infants	_____	Pre-Kindergarten
_____	Toddlers	_____	Kindergarten
_____	Twos	_____	Before and After School (*)
_____	Preschool	_____	After School (*)

We will not be responsible for children left unsupervised before 7:30 a.m.

(*) During the Montgomery County Public Schools (MCPS) school year

Payment

a. Deposit: You will pay a deposit equal to your child's initial two-week tuition. This deposit will be credited to your child's account when your child is withdrawn from the Center with a 30-day written notice (see our *Withdrawal by Parent* section on page 3). Your deposit and signed contract are due by _____.

b. Tuition: Tuition of \$_____ will be debited on the first Friday of the bi-weekly tuition period.

c. Changes: The biweekly tuition rate is subject to change and you agree that you will pay the new rate after the Center gives you at least 90 days written notice of such a change.

Methods of Payment

ECDC collects tuition and other fees by automatically debiting your bank account. These debits typically occur once every two weeks. If any payment is returned unpaid, you will owe a service charge of \$29.00 in addition to other amounts due. Payment not received by the end of the first week of the biweekly tuition period will have an additional late fee of \$25.00. If more than three payments are either late, returned, or otherwise not made timely, ECDC may terminate the family's enrollment at ECDC. ECDC reserves the right to assess a \$10.00 fee on amounts paid other than by automated debit.

Suspension and Termination for Late Payment

If the Center has not received full tuition payment by the sixth (6th) day after payment is due, the Center may refuse to admit your child until you pay the amount due. If the Center has not received your payment by the thirteenth (13th) day after payment is due, your child's enrollment may be terminated and his/her space will be offered to another child. If your child's enrollment is terminated due to late payment, you will not be entitled to a refund of your deposit. Failure of the Center to refuse admittance or terminate enrollment shall not be deemed a waiver by the Center and the Center retains the rights to refuse admittance or terminate enrollment at any time thereafter until all money owed is paid in full.

You agree to pay all reasonable attorney and/or collection fees related to amounts that you owe ECDC.

Absences

You are responsible for paying the full biweekly tuition when your child is enrolled in the Center, even if your child is absent due to illness, vacation, or other cause. You must notify the Center if your child becomes sick and/or will be absent on a specific day.

Late Pickup Penalties

If your child is picked up after the Center's closing time, you will owe a late fee of \$5.00 for each five-minute period, or portion thereof, after 6:00 pm. This late pickup fee is due immediately at the time of pickup to the staff member who stayed with your child. If your child is picked up over thirty (30) minutes late, your child may not be admitted to the Center the following day.

If your child is picked up late more than two (2) times in any month, the Center will notify you of that fact, and your child's enrollment may be terminated due to late pickups.

Damage Charges

You will be held financially responsible for any property damage due to destructive behavior of your child.

Miscellaneous Charges

If any miscellaneous charges remain unpaid at the time of termination or withdrawal, such amounts will be withheld from any refundable deposit. These would include, but are not limited to: field trips, late pickup, returned check, damage, and late payment fees.

Notice of Eligibility

Your child's enrollment at ECDC is based on your employment status with the National Institutes of Health or another federal agency. If you leave employment with the federal government, even to move to a Contractor position, you must notify ECDC immediately. Children in the infant, two-year-old, or preschool program will be given a two month "grace period" from the date of change in employment, so that you can make alternative care arrangements. If you have a child in our kindergarten or school-age programs, your child may receive care at ECDC until the end of the current school year. ECDC is required by the NIH to review the employment status of all families quarterly. Children of parents employed at non-NIH, Federal agencies may attend our before and after school program through elementary school. Children of NIH-employed parents may remain at the Center through middle school.

Withdrawal by Parent

You must give the Center's administrative team at least a thirty (30) days written (e-mail is acceptable) notice, before withdrawing your child from the Center in order for your deposit to be fully refunded. If you do not give thirty (30) days' written notice, you are responsible for tuition for thirty (30) days from your notice of withdrawal.

Withdrawal from the Center, for any reason, will result in the loss of your child's place at ECDC. Parents wishing to re-enroll children at ECDC may include their child(ren) on the wait list. Prior enrollment does not offer students a priority status on the wait list.

Termination of Enrollment

The Center reserves the right to terminate your child’s enrollment with or without cause at any time. If enrollment is terminated by the Center, you will be refunded a portion of the tuition fee, prorated on a daily basis for tuition you have paid in advance. Your deposit will also be refunded minus any unpaid tuition, fees, unpaid expenses or costs associated with damages.

Federal Holidays and Scheduled Closings

The Federal holidays and scheduled closings are as follows:

- | | |
|-------------------------------|------------------|
| New Year’s Day | Labor Day |
| Martin Luther King’s Birthday | Columbus Day |
| President’s Day | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

In addition, the Center will be closed up to three days per year for professional days. You will receive at least a month’s notice for scheduled closings. There will be no refund or credit against tuition for these days. Students withdrawing from the Center the day prior to a professional day are obligated to pay for the professional day as well.

Unscheduled Federal Closures

When there are disruptions of the Federal Government operations, the Office of Personnel Management (OPM) will make announcements to the media as to whether Federal agencies in the Washington, DC, area are “open” or “closed,” or operating under an “unscheduled leave,” “unscheduled telework,” “delayed arrival,” or “early dismissal” policy. During these situations, the NIH Child Care Programs hours of operation will be as follows:

Announcement	What Announcement Means	NIH Child Care Programs Hours of Operation
1. "Federal agencies in the Washington, DC, area are OPEN; employees are expected to report for work on time."	NIH Employees are expected to report for work on time.	The NIH Child Care Programs will open on time. <i>ECDC Will open on time.</i>
2. "Federal agencies in the Washington, DC, area are OPEN with option for UNSCHEDULED LEAVE or UNSCHEDULED TELEWORK policy."	NIH Employees who cannot report for work may request unscheduled leave for their entire scheduled workday. NIH Emergency employees are expected to report for work on time.	The NIH Child Care Programs will open on time. <i>ECDC will open on time.</i>
3. "Federal agencies in the Washington, DC, area are OPEN under a XX Hour (S) DELAYED ARRIVAL policy. Employees should plan to arrive for work no	NIH Employees should plan their commutes so that they arrive for work no more than xx hours later than they would normally arrive. NIH Emergency employees are	The NIH Child Care Program MAY open no more than ONE hour later than they would normally open. <i>ECDC will open on time.</i>

more than xx hours later than they would normally arrive."	expected to report for work on time.	
4. "Federal agencies in the Washington, DC, area are OPEN under a DELAYED ARRIVAL/UNSCHEDULED LEAVE or UNSCHEDULED TELEWORK policy. Employees should plan to arrive for work no more than xx hours later than they would normally arrive, and employees who cannot report for work may take unscheduled leave. "	NIH Employees should plan their commutes so that they arrive for work no more than xx hours later than they would normally arrive. NIH Emergency employees are expected to report for work on time.	The NIH Child Care Program MAY open no more than ONE hour later than they would normally open. <i>ECDC will open on time.</i>
5. "Federal offices are CLOSED. "	Federal agencies are closed. Emergency and telework ready employees must follow their agency's policy.	The NIH Child Care Programs will be closed. <i>ECDC will be closed.</i>

Disruptions After The Workday Begins

The Office of Personnel Management will provide the following announcement to the media when a disruption occurs after the workday begins.

Announcement	What Announcement Means	NIH Child Care Programs Hours of Operation
6. "Federal agencies in the Washington, DC, area are operating under and EARLY DISMISSAL policy. Employees may/should be dismissed xx hours earlier than their normal departure time from work."	NIH Employees should be dismissed by their agencies relative to their normal departure times from work. For example, if a 3-hour "early dismissal" policy is announced, workers who normally leave their offices at 4:00 p.m. should leave at 1:00 p.m.	The NIH Child Care Programs will close xx hours earlier than their normal closing time. Parents may be notified by the centers. For Example, if a 3 hour "early dismissal" policy is announced, NIH Child Care Programs which normally closes at 6:00 p.m., will now close at 3:00 p.m.
7. " Immediate Departure- Federal Offices are Closed."	NIH Employees should be dismissed according to instructions of the NIH Director.	The NIH Child Care Programs will close one hour after the specific dismissal time announced by the NIH Director.

These federal policies regarding disruption of federal operations are subject to change. Please check www.opm.gov/status for updates. Additionally, the Center will provide information via the list-serv.

There will be no refund or credit against tuition for these days.

Other Facility Closures

There will be no refund or credit against tuition for any closures or late openings due to circumstances beyond ECDC's control.

Montgomery County Public Schools (MCPS) Closures (for children attending MCPS programs)

When MCPS schools are scheduled to be closed:

- Before- and After-School children may come to ECDC from 7:30 - 6:00
- After-School Only children may come from 9:00 - 6:00

When MCPS schools close early, whether or not it is scheduled in advance:

- All school-age children may attend ECDC.

When MCPS opens late in the morning:

- Before- and After-School children may attend
- After-School Only children may not attend

When MCPS are closed for snow or other emergency:

- Arrangements for additional hours can be made at an additional cost, per day/per child, to be paid in advance. This optional program is provided on a first-come, first-served basis.

Authorized Release

The Center must be notified of non-custodial persons picking up children. Notification should come in the form of a signed note or email to the Center from the parent/guardian. Non-custodians may be required to provide photo identification before the child will be released.

Custody Concerns

If your family is experiencing custody concerns, it is your responsibility to inform the administrative team immediately and furnish the appropriate documentation.

Field Trips and Special Events

The Center's regular program includes field trips, and other off-site activities that involve transportation of children in school buses. Notification will be sent at least one week prior to date of trip. If your child does not participate in a scheduled field trip, the Center will not provide alternate care. Fees for field trips and special events are in addition to tuition and will be added to the next tuition debit following the event.

Photograph Release

The Center photographs children regularly during the day in their normal activities inside and outside of the Center. These photographs may be used for display, advertising, public relations, and other such purposes. Children's names and other personal information will never be included with a picture that will leave the Center's premises. You hereby release and discharge the Center, (including any agency, client, broadcaster, periodical, or other publication) from any and all claims and demands arising out of or in connection with the use of such photographs, film, or tape, including but not limited to any claims for defamation or invasion of privacy. If there is a specific legal or safety reason to exclude your child from publically displayed photos, you must inform the administrative team.

Liability Release

Acting on behalf of yourself and your child, you hereby waive and agree to release any claims that you, your child, or your child's heirs and successors may have against the Center for any and all injuries, losses, and damages to your child, your child's property, and your personal property to the extent that those injuries, losses, and damages are not covered by the Center's insurance policies.

Any arrangement for babysitting or other services made with ECDC staff or volunteers is a private contract. ECDC assumes no liability for any activity outside of this agreement.

Emergency Contact System:

The Center may use an emergency contact system. You will be required to enroll in the system and will be responsible for any and all data and text charges that you incur.

Terms of Enrollment and Enrollment Agreement

The terms of enrollment and terms of the enrollment agreement may be updated from time to time and your child's continued enrollment may be contingent upon you accepting the new terms.

Children with Medical Conditions/Special Needs

Parents of children with an infectious disease, serious medical condition or special needs, shall notify the Director of the Center in writing prior to enrollment, or as soon as the parents learn of any such condition. Infectious diseases can include, but are not limited to, conditions such as encephalitis, E.coli, Lyme disease, pertussis or meningitis, as well as chronic illnesses such as hepatitis. Serious medical conditions can include, but are not limited to, severe allergies, asthma, epilepsy, diabetes, or any other such chronic diseases. Special needs may include, but are not limited to, speech/language and developmental delays, Down syndrome, autism, etc.

For the safety and proper care of the child, parents will need to submit a statement from the child's physician/therapist, as well as other health forms, to provide complete and accurate

information about the disease, medical issue or special need. Any and all such documents will be kept confidential.

Additionally, the Center, parents, and other appropriate professionals will work collaboratively to create therapeutic/education goals to best meet the needs of the child.

All reports will be evaluated on a case-by-case basis to determine what accommodations, if any, can be made to ensure not only the safety of the child in question and the other children attending the Center, but also whether a child can be permitted to enroll or continue at the Center.

Certification That All Information is Correct

The following attachments form a part of this agreement. You certify that you will accurately complete forms provided to you by the Center, and that you are responsible for reading and agree to abide by all provisions of the Family Handbook and Health and Safety Manual. You agree to notify the Center if there is any material change in the information you have supplied us, including but not limited to, any change in your employment that would make your child ineligible to remain at the center or disqualify you from any financial assistance you may be receiving from the Center or third-party subsidies.

Severability

If any term of this Agreement is declared invalid or unenforceable, it will be severed, all other terms will remain effective, and they will be construed as though the invalid term did not exist.

Signatures

The undersigned person(s) will be bound to this agreement in its entirety as expressed herein.

Parent/Guardian Signature

Date

Parent/Guardian Signature

Date

Executive Child Development Center

By: _____

Date