



# Little Angels Learning Academy

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Missouri Accreditation of Programs for Children and Youth



## Professional Child Care, Preschool, and School-age Academy Contract

\_\_\_\_\_ (child's name) is enrolled in the Little Angels Learning Academy (LALA) professional child care and/or preschool program. Child start date: \_\_\_\_\_ (this is the date that tuition will begin). Child will attend \_\_\_\_\_ (days of the week) \_\_\_\_\_ (primary-original classroom assignment).

Tuition is paid as: Private Pay - Child Care Subsidy - Foster Care in State of MO - MO State Adopted - Military Subsidy - Other: \_\_\_\_\_

It is agreed that the following rate will be honored until further notice (at least a 4-week notification of any rate changes - and this contract will be recognized as amended with an attached copy of the notification letter provided to parents/guardians): \_\_\_\_\_ (tuition rate per week).

Tuition rates for children are based upon their ages as of August 1<sup>st</sup> and classroom placement per ratio requirements. This contract will be amended as reflecting such depending upon the rate at the time of transition. Generally, children enrolled at LALA will transition to the next age group and/or classroom primarily in August or in the general fall, or during year as applicable depending upon the policies and procedures of LALA, and best placement decision that includes age of child, developmental level and readiness, safety, and availability. As needed, children may attend another classroom with similar-age children temporarily as needed to meet ratio and supervisory requirements and needs (especially very early or later in day).

Ongoing Special Activity Fees Per Week (not waived for absence): Gymnastics \_\_\_\_\_ Stretch-n-Grow: \_\_\_\_\_ Other: \_\_\_\_\_ Other: \_\_\_\_\_

Additional field trip fees and activity fees are due at time of planned activity with notification to parents/guardians beforehand -- or the next Tuition Express cycle. Some field trip fees may not be refundable due to certain return policies of the outside vendor/agency.

Note that full tuition is required by said client/family until written verification, from the state and/or military or other sources, is received by LALA for any type of subsidy payment. A credit or refund may be issued upon receipt of full payment from these sources. Any changes in eligibility and caseworker assignment are to be communicated with LALA immediately. Those receiving subsidies through the state are responsible for any co-pays in tuition and anything the state, or other sources, do not pay. See addendum clause for specific tuition and information regarding those children in foster care/state custody arrangements.

Before child may begin the LALA program, an enrollment fee must be paid in full\*, all enrollment paperwork completed and returned, and orientation including the transition plan for child into the LALA program MUST be completed before the start date. The full-time rate is based on an approximate 50-55 hour work week.

Parent/guardian of said child agrees to supply LALA with current address(es) and phone number(s) at all times.

Supply fees are due upon the anniversary date for the supply fee for each child\* enrolled at the rate of \$50 per year, unless otherwise noted on an amended notice as per tuition rates. A supply fee is due at the beginning of each summer for all returning school-age children.

Any gross negligence and malicious property damage destruction done by child or family will be the responsibility of said parent/guardian.

Tuition discounts for multiple children from same family will only be honored for full time placement only. Discounts apply only to the second and more children, and only the older children of the family. If all children in a family except one terminates enrollment, the full rate of tuition will automatically be taken and contractual agreement automatically amended reverting to the pre-discounted regular tuition amount.

Continuous pay according to the rate outlined in this contract is necessary in order to provide a quality preschool and professional childcare program. Holidays, child absences due to sickness or vacations, child's short discipline suspension, and/or closure for



inclement weather, or other reasons for absence, are not cause for reduced weekly rates. Those receiving child care subsidy may only have 5 total absences per month; any absences exceeding this amount is the responsibility of the parent/guardian.

The two-week tuition de-enrollment requirement is not negated due to a child misbehaving and dismissed from the program, unrealistic causes, claims, or excuses, (with any discrepancies to fall to LALA) or lack of the family to follow grievance policies and procedures to address any concerns and develop a plan-of-action. These causes are not all inclusive, therefore, following the basic financial agreement outlined of a two-week WRITTEN notice with full tuition required at the time of said termination notice.

All part time, ½ day preschool children (ages 3 years to 5 years as of August 1st) who attend on the Springfield School schedule are required to pay continuously throughout the school year, even when there are vacations. All returning children must pay the annual supply fee upon returning in the fall.

In order to hold space for returning LALA children, except school-age summer school, families may be required to pay a week of nonrefundable tuition at time of signing the contract with a specific start date.

Tuition must be paid weekly, before service is provided, and is expected to be done through the Tuition Express (TE) program that LALA utilizes. If TE is not used, there is to be a full week tuition balance in the account at all times and an additional fee will be incurred for tuition not paid through the Tuition Express system. Additional fees will also be incurred for late payments, for late pick up past scheduled time, scheduled times that are not attended, and/or any insufficient bank charges.

The enrollment and application fees, and/or supply fees are non-refundable.

Any past due tuition amounts will prevent a child from participating in any extra-curricular activities and field trips until balance is paid in full.

It is not considered a breach of contract if, through the daily activities and understood unforeseen circumstances that arise with taking care of young children and developmentally on a daily basis prohibits the completion of general communication reports and lesson plan activities, etc., i.e., Daily Activity Reports, outlined lessons and activities.

It is not a breach of contract if said child does not attend the full-time program and misses scheduled activities such as foreign language, music, and gymnastics. Times for these activities may change depending upon availability of staff, etc. Gold Medal Gymnastics requires payment even though child is absent; child may make up this time at a later time at Gold Medal with LALA if there is room on the bus, or during an evening session arranged by the parent/guardian directly with Gold Medal or other gymnastics center.

It is the responsibility of parents/guardians to provide medical care for their children in care at Little Angels Learning Academy, including any general accidents that occur during hours spent at LALA.

The Education Institute, Inc. and Little Angels Learning Academy reserve the right to refuse a child's attendance at LALA, as well as de-enroll and terminate enrollment of said child immediately at discretion of the CEO and/or director at any time.

If a child's enrollment is terminated for de-enrollment due to moving to another similar program or past due tuition, or other similar reasons, another family enrollment fee may be due to re-enroll in the LALA program. In addition, if de-enrollment is due to past due tuition, it will be necessary for the entire amount of past due tuition to be paid plus an advanced deposit of one full week of tuition, and a Tuition Express account arranged for automatic withdrawals of tuition. Children may be suspended from the LALA program after two weeks of non-tuition payment until tuition is paid in full.

If child has left program for public school attendance and does not stay continuously enrolled in an after-school program, a supply fee payment will be required for re-enrollment in any of the LALA programs such as attendance during the summer program, otherwise, the yearly supply fee will be assessed on the enrollment anniversary. A two-week, non-refundable tuition pre-payment, must be made at time of enrolling and signing the contract for the summer school-age program in order to hold a space. New summer school-age students must pay the enrollment fee and not supply fee their first summer of attendance.

If person(s) responsible for tuition payment does not have an active bank account, payment must be done by a Money Order, and an additional fee will be assessed for processing this payment. This person may be required to have an active credit card number on file,



as well as maintain at least a week's worth of tuition in reserve in the LALA account, with payment upfront upon enrolling as deemed applicable.

If this contract is terminated, even if child does not attend the program, and including the signing of a contract with a child scheduled to attend with a space reserved for the child, parent/guardian will be responsible for paying the following:

- Two weeks of advanced tuition (child may attend these two weeks) after de-enrollment notice is given. **Termination of enrollment MUST be in WRITING.** The two-week period will begin the next business day after receiving the notice of de-enrollment for a period of 10 business days. Parents MUST receive confirmation of the notice unless there is writing from the director, CEO, and if they are unavailable, the teacher-in-charge. Full tuition is expected at time of the two-week notice and will be withdrawn from TE account immediately upon receiving the termination notice, unless there is written authorization instructed LALA officials to not do so along with a check, money order, or cash in place of the TE account for full tuition owed.
- If after 30 days the full termination costs are unpaid to Little Angels Learning Academy, a monthly processing fee of \$100.00 will be assessed.

The parent of the said child agrees to allow LALA to electronically deduct past due tuition and activity fees from my checking account, credit card account, or other means. The parent of the said child agrees to not terminate and/or close the TE account, bank accounts, or credit card accounts until ALL fees are paid in FULL, and if this is done, it will be considered a breach of contract. LALA may make electronic debits of any financial accounts until which time the account is paid in FULL. LALA may or may not contact the parent/guardian of said child to request withdrawal of funds at a particular time -- it is up to the party to contact LALA if there are requested changes and these must be in writing and ONLY the CEO may approve any special financial arrangements. When there is new bank or credit card information, the parent/guardian of said child agrees to furnish it promptly to LALA.

The Education Institute, Inc. and Little Angels Learning Academy reserve the right to take legal action in collecting unpaid termination fees and tuition as outlined in this contract. As the parent/guardian of said child, I understand that I will be responsible for all legal and collection costs involved in the collection process that includes percentage for collections through a collection agency, attorneys, etc. LALA will take all measures permissible by law that includes garnishments of wages, liens on property, etc., to collect unpaid tuition and activity costs. In cooperation with a collection agency, past due debts may be reported to credit bureaus. Until the account is paid in full, LALA may withhold all and any records, and goods it has in its possession to apply towards balance of account, until the account is paid in full. Goods may not be returned if after 30 days the account is not paid in full.

It is understood that upon signing this contract, said parent/guardian agrees to the outlined provisions, as well as to follow the policies and procedures of the LALA program including immediately addressing any concerns and/or lack of communication, as well as using the grievance procedure outlined in the Parent Handbook to resolve any differences or problems.

Any general items that may arise as part of the care and education of young children not addressed in this contract or handbook falls to the LALA administration and CEO interpretation and discretion.

It is understood that this is a legally binding contractual agreement between LALA, a division of the Education Institute, Inc., and said parent/guardians of enrolled child.

\_\_\_\_\_/\_\_\_\_\_  
Dr. Ruth Ann Wood-Humiston, CEO/Date

OR

\_\_\_\_\_/\_\_\_\_\_  
LALA Director / Date

All parties responsible for child AND/OR payment of tuition must sign contract and provide TE information for payment:

\_\_\_\_\_/\_\_\_\_\_  
Parent/Guardian (Please print) / Date

\_\_\_\_\_  
SS #

\_\_\_\_\_  
Place of Employment

\_\_\_\_\_  
Phone Numbers

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Driver's License Number (take copy of Driver's License)

\_\_\_\_\_  
Work Address

\_\_\_\_\_  
Home Address



\_\_\_\_\_/\_\_\_\_\_  
Parent/Guardian (Please print)      Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
SS #

\_\_\_\_\_  
Driver's License Number (take copy of Driver's License)

\_\_\_\_\_  
Place of Employment

\_\_\_\_\_  
Work Address

\_\_\_\_\_  
Phone Numbers

\_\_\_\_\_  
Home Address

\_\_\_\_\_/\_\_\_\_\_  
Relationship:      (Please print) Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
SS #

\_\_\_\_\_  
Driver's License Number (take copy of Driver's License)

\_\_\_\_\_  
Place of Employment

\_\_\_\_\_  
Work Address

\_\_\_\_\_  
Phone Numbers

\_\_\_\_\_  
Home Address

For those paying with a Money Order each week who do not have a checking account:

\_\_\_\_\_  
Credit Card Number

\_\_\_\_\_  
Exp. Date

\_\_\_\_\_  
CVC #

\_\_\_\_\_  
Name on Card

\_\_\_\_\_  
Address for Card Holder



# Little Angels Learning Academy

A Division of the Education Institute, Inc.

Corporate Address: 801 Fountain, Republic, MO 65738  
Facility Address: 4222 W. Sandy St., Battlefield, MO 65619  
Phone: #417-883-3100 \* FAX: #417-886-3350  
E-mail: rawoodhumiston@littleangelslearningacademy.com

## Addendum to LALA Contract – Letter of Agreement *Release and Waiver of Liability and Indemnity Agreement*

In consideration of being permitted to utilize the facilities, services, and programs of Little Angels Learning Academy (now referred to as LALA) and The Education Institute, Inc. (referred to as said corporation), including, but not limited to observation or use of facilities and equipment, or participation in daily educational and play activities, special events/activities, and developmentally-appropriate and age-related activities; field trips, transportation, and gymnastics, and off-site affiliated activities with LALA, The Education Institute, Inc., the undersigned, for himself or herself and hereby acknowledges, agrees and represents all those persons "related" (defined as all persons associated with the undersigned either related by blood, kinship, or through other personal or professional means) to the undersigned person(s) enrolled in a LALA or The Education Institute, Inc. program, and on the premises of LALA and The Education Institute, Inc., releases and holds harmless LALA, The Education Institute, Inc., owners, CEO, employees, special teachers, tutors, contractors, bus drivers, therapists, volunteers, successors, beneficiaries, and other agents of and from any and all liability, claims, demands, and causes of action whatsoever, arising out of or related to any loss, changes in program/schedule, damage, illness, allergic reaction, injury, including paralysis and death, and/or educational progress, and other liabilities, that may be sustained by the participant and/or the undersigned, and other "related" persons.

Assumption of Risk: Participation in LALA and The Education Institute, Inc. educational programs and professional child care activities involve learning activities with age-appropriate supplies and materials; physical movement and involvement including: walking, running, playing, climbing; being in close proximity of other young children, and other age and developmentally-appropriate behaviors and actions; as well as possible contagious illnesses of others that carries a certain assumption of risk. The undersigned and the participants choose to voluntarily enter upon said premises under the control of said corporation. The undersigned and the "related" participants voluntarily assume any and all risks of loss, damage, illness, injury, allergic reaction, lack of educational progress, and death, as defined above that may be sustained by the participant(s) and/or the undersigned or any property owner by them while on or upon said premises described above.

The undersigned acknowledges that he or she has, or immediately upon entering or participating will, inspect and carefully consider such premises, program, facilities, or the affiliated program. It is further warranted that such entry into the LALA and The Education Institute, Inc. for observation or use of facilities or equipment thereon and such an affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of observation, use, or participation. If premises and/or programs are found to be unsafe, the undersigned will immediately make a report to the teacher, person-in-charge, director, and/or CEO, and immediately discontinue participation in such event/activity until deemed safe.

The corporation may, but shall not be obliged to carry insurance on the participant(s), and the existence of insurance shall not change, alter, or increase the liability of the corporation to the participant and the undersigned or affect the terms of this Release. In signing this Release, the undersigned acknowledges:

- a) That he/she has thoroughly read and understands completely, the terms of Registration and Release and signs it voluntarily.
- b) That the undersigned signing either for themselves or as legal guardian is true, legal guardian.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER LALA FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH LALA, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

*"A Prestigious Program of Excellence with Storybook Beginnings."*

[www.theeducationinstitute.org](http://www.theeducationinstitute.org)



1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUB LALA, The Education Institute, Inc., CEO, its directors, officers, employees, successors, special teachers, tutors/contractors, agents, bus drivers, heirs, kin (hereinafter referred to as "releases") from all liability to the undersigned, his or her personal representatives, assigns, heirs, and next of kin for any loss or damage, lack of educational progress, allergic reaction, illness, change of schedule/program, and any claim or demands therefore on account of injury to the person or property or resulting in death, whether caused in whole or in part by the negligence of the releases or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with LALA and The Education Institute, Inc.
2. THE UNDERSIGNED HEREBY AGREES TO DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage or cost they may incur, including claims, medical costs, obligations, suits, demands, expenses, damages, injuries, or other occurrences, including, without limitation, attorney's fees (collectively "Claims") and others costs of suit due to the presence of the undersigned in, upon or about LALA premises or in any way observing or using any facilities or equipment of LALA and The Education Institute, Inc., or participating in any program affiliated with LALA and The Education Institute, Inc., whether caused by negligence of the releases or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, LACK OF EDUCATIONAL PROGRESS, ILLNESS, ALLERGIC REACTION, DEATH, OR PROPERTY DAMAGE due to negligence of releases or otherwise while in, about or upon the premises of LALA and The Education Institute, Inc., and/or while using the premises or any facilities or equipment thereon or participating in any program, sport, field trip, transportation, gymnastics, or activity affiliated with or sponsored by LALA and The Education Institute, Inc.
4. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR all necessary medical treatment, whether through own personal insurance or other means.

The undersigned further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Missouri and United States, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement from the foregoing written agreement have been made. The undersigned, as parent/guardian with legal responsibility for the minor participant, does hereby consent and agree with the terms and conditions of this release and hold harmless. The undersigned further agrees to the release and indemnify the releases from any and all liabilities incident to the said minor's involvement in these programs.

I have read, fully understand, and agree to the conditions of this document, as stated above.

_____	_____	_____
Parent/Guardian Signature	Print Name / Relationship	Date
_____	_____	
Child's Name	Date of Birth	
_____	_____	
Child's Name	Date of Birth	
_____	_____	
Child's Name	Date of Birth	

Full names of all family members participating or may participate including grandparents,, siblings, therapists, caseworkers, etc.



## *Addendum Clause for Children in State Custody (Foster Care)*

Little Angels Learning Academy (LALA) has a contract with the State of MO Department of Social Services (DSS) to provide basic child care ONLY for children in foster care, and therefore receive payment for this basic care. Enrollment of a child in foster care into the LALA program, however, is a contractual agreement between LALA and the foster parent. It is recognized that LALA IS NOT A STATE AGENCY, but is a private business that must be financially responsible with appropriate business decisions and policies in order to be a successful program for ALL children. The state contractual agreement with LALA does not mandate or negate that foster care parents/guardians do not have to follow the policies and procedures of LALA.

Until LALA receives notification with appropriate paperwork/approval letter from the child in foster care's caseworker, and that the child has been entered into the appropriate child care payment system, the person(s) responsible for care must pay full tuition and an enrollment fee (which may be turned into a deposit upon receiving the appropriate paperwork).

Foster parents/guardians are required to provide a refundable deposit when enrolling a child in foster care into the LALA program to hold a space -- we cannot simply hold a space and refuse another child who wants a space and the child in foster care never shows up as agreed upon, therefore, the need for a deposit. This deposit may be used for extra-curricular activity charges from outside agencies/vendors that LALA uses. If the said foster parent/guardian meets all the policies and procedures of LALA, and extra-curricular activities are paid in full, the deposit will be refunded upon the child being de-enrolled from the LALA program.

Foster parents/guardians must provide LALA with a two-week de-enrollment notice unless there is an emergency placement, etc., and this must be provided in writing by the caseworker and foster parent to the LALA CEO or director as to the reason why for emergency placement, otherwise, the parent/guardian may be held personally financially responsible for tuition that DSS does not pay if the DSS state contract provision and LALA contract are not followed by said foster parent/guardian. LALA, however, understands certain situations that may arise with care of children in foster care, but differences must be minimized for the success of the child in the LALA program.

Little Angels Learning Academy believes extra-curricular activities are an important part of the overall program we offer. However, DSS will not pay for field trips or extra-curricular activities of children in foster care, and Little Angels Learning Academy is not responsible for paying for these activities for children in foster care that provided by an outside vendor/agency. Therefore, if said child chooses to participate in any of the field trips and/or extra-curricular activities organized provided by an outside agency/vendor, admission costs, fees, and other items charged by vendors/outside agencies are the responsibility of the said foster parent. Little Angels Learning Academy may collect these payments for these outside agencies/vendors through its TE program, or the foster parent/guardian may choose to pay for these items directly, but in this case, the outside vendor/agency may choose to charge a higher price for time to collect this fee. *If a child in foster care chooses not to participate in these extra-curricular programs, then basic care may be arranged in another part of the LALA facility during this time if there is available space. ----- Parents/guardians of children in foster care must be aware that LALA participates in multiple extra-curricular activities throughout the year that are provided by outside agencies/vendors, and we want all our children to be able to participate if they choose to do so. The lowest and affordable rates are negotiated based upon the fact that most ALL children participate in these programs. Foster parents/guardians may want to rethink enrolling a child in the LALA program unless he/she is willing to accept this fact and be able to pay for these activities that are provided by outside agencies/vendors. Activities provided to all children and paid by Little Angels as part of its regular program, such as Spanish and music instruction, are part of regular tuition costs and not an extra-curricular activity that must be paid additionally. LALA will provide transportation on the LALA shuttle bus for children in foster care to these activities/field trips at no extra charge as per our contract with DSS.*

Through its contract with DSS, LALA will not collect for children in foster care: 1. An enrollment fee; 2. Additional payment from foster parents/guardians for additional days of absence -- more than 5 absences a month, and/or for attendance of less than 5 hours per day; 3. Collect transportation costs, but LALA may refuse to transport children in foster care due to cost of transporting as applicable; 4. Annual supply fees.

Children in foster care must attend LALA at least 5 hours per day (M-F), and have no more than 5 days absence a month (including sickness, vacations, holidays, facility closures for such things as inclement weather) for an arranged full-time space. The child may be dismissed from the LALA program to allow space for other children to attend LALA if absences exceed this number with unwillingness to change rate of attendance.

If said foster family and/or caseworker does not give the required two-week termination notice without due cause, refuses to follow LALA policies and procedures, as well as to work cooperatively with LALA for the care and education of the young child in foster care, LALA reserves the right to prohibit the enrollment of other foster children from said foster family and/or caseworker.

At times, the state may change its foster contractual provisions, and LALA will follow any changes and this contract addendum will be revised accordingly. ----- I agree and understand the above stated clause for my child in foster care who is enrolling into the LALA.

\_\_\_\_\_  
Foster Parent/Guardian                      Date

\_\_\_\_\_  
Foster Parent/Guardian                      Date

\_\_\_\_\_  
LALA Director                                  Date

\_\_\_\_\_  
Child's Name                                      DOB



*Clause for Prepayment of Enrollment Fee for Advance Date  
With No Original Guarantee Start Date*

In some cases, parents pay an enrollment fee and sign a contract to hold a space for a general advanced date. Payment of an enrollment fee and signing of a contract guarantees a space for your child in all cases unless it is noted here:

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In the case that a place is not available as outlined on this contract, LALA will refund prepaid enrollment fee.

In the case that LALA contacts the family at time of the general date of enrollment and the family refuses to take the available spot as outlined and agreed upon, and/or a family decides to go to another similar program and a spot was available at LALA, then the enrollment fee will not be refundable. The enrollment fee may then be applied at a later date of need.

I understand the pre-payment enrollment fee and refund policy.

\_\_\_\_\_  
Parent/Guardian    Date

\_\_\_\_\_  
Parent/Guardian    Date

Complete below when a start date is agreed upon:

\_\_\_\_\_  
Guaranteed Date

\_\_\_\_\_  
Date Agreed Upon – Method Communicated

\_\_\_\_\_  
LALA Administrator

\_\_\_\_\_  
Parent/Guardian