

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION**

COVER SHEET

<div style="display: flex; justify-content: space-between;"><div style="width: 45%;">Plaintiff(s)</div><div style="width: 45%;"></div></div> <div style="display: flex; justify-content: space-between;"><div style="width: 45%;">Defendant(s)</div><div style="width: 45%;">Vs</div></div>	Case Number : <div style="text-align: center; margin-top: 5px;">— —</div>
	Type of pleading :
	Code and Classification :
	Filed on behalf of (Name of the filing party)
	<div style="margin-bottom: 5px;"><input type="checkbox"/> Counsel of Record</div> <div><input type="checkbox"/> Individual, If Pro Se</div>
	Name, Address and Telephone Number :
	Attorney's State ID :
	Attorney's Firm ID :

1
2 **IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA**

3 **CIVIL DIVISION- GENERAL DOCKET**

4 **MELISSA FLOOK and JUSTIN FLOOK** in
5 their individual capacities, and on
6 behalf of their Minor Child **O.F.**,

7 Plaintiffs,

8 vs.

9 **KINDER ACADEMY OF KENNEDY, LLC**
10 trading and doing business as **KINDER**
11 **ACADEMY OF ROBINSON; and MIKAYLA**
12 **REZNICAK; and AMY WILSHER; and**
13 **COLLEEN VILSACK,**

14 Defendants.

Case No.

COMPLAINT IN CIVIL ACTION

Filed on Behalf of:

Melissa Flook; Justin Flook; O.F.

Filed by:

THE TRIAL LAW FIRM, LLC

Mart Harris, Esquire
Pa. Id. No. 319504
428 Forbes Avenue, Suite 1700
Pittsburgh Pennsylvania 15219
412.588.0030 (p)
412.265.6505 (f)
MH@TLawF.com

JURY TRIAL DEMANDED

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YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. If you do not have a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer. IF YOU CANNOT AFFORD TO HIRE A LAWYER, this office may be able to provide you with information about agencies that may offer legal service to eligible persons at a reduced fee or no fee.

Flook v. Kinder Academy et al. Complaint - 2

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14 **COMPLAINT**

15 NOW COMES, the Plaintiffs, Justin and Melissa Flook, in their
16 individual capacities and on behalf of their minor child O.F., by and through
17 their attorneys, The Trial Law Firm, LLC and Mart Harris, Esquire, and files
18 the within Complaint against the Defendants, and in support thereof, avers as
19 follows:

20 **Parties to the Case**

21 1. The Plaintiffs are Justin Flook ("Mr. Flook"), and Melissa Flook
22 ("Mrs. Flook"), as well as O.F., their minor child (collectively, "The Flook
23 Family"). All Plaintiffs reside in Allegheny County Pennsylvania.

24 2. The First Defendant is Kinder Academy of Kennedy, LLC a
25 Pennsylvania Limited Liability Corporation trading and doing business as
26 Kinder Academy of Robinson, with a business address at 1476 Old Steubenville
27 Pike, Pittsburgh Pennsylvania 15206 ("Corporation").

28 3. The Second Defendant is Amy Wilsher ("Ms. Wilsher"), who owns the
Corporation.

1 4. The Third Defendant is Colleen Vilsack, who is the Director of
2 the Corporation.

3 5. The Fourth Defendant is Mikayla Reznick ("Ms. Reznick"), an
4 adult individual who was employed by the Corporation as a teacher and who is
5 believed to reside in Allegheny County.

6 **Personal Jurisdiction of the Parties**

7 6. All previous paragraphs are incorporated.

8 7. Personal jurisdiction over The Flook Family exists, as they avail
9 themselves of the jurisdiction of this Court.

10 8. Personal jurisdiction over the Defendants exist pursuant to 53
11 P.S. § 5302(a), because the individuals are domiciled in the Commonwealth,
12 and the Corporation is incorporated pursuant to the laws of this
13 Commonwealth.

14 **Subject Matter Jurisdiction**

15 9. All previous paragraphs are incorporated.

16 10. This action is brought pursuant to the Commonlaw of Pennsylvania
17 as well as its statutes.

18 11. The Court of Common Pleas of Pennsylvania have subject-matter
19 jurisdiction over the instant lawsuit.

20 **Venue**

21 12. All previous paragraphs are incorporated.

22 13. The venue for this case and controversy is properly Allegheny
23 County Court of Common Pleas pursuant to Pa. R. Civ. P. 1006(a)(1) as the
24 acts and omissions giving rise to the instant lawsuit occurred in Allegheny
25 County, Pennsylvania. This case seeks damages in excess of the Arbitration
26 Limits.

27 **Facts- The Flocks Enroll O.F. Into Kinder Academy of Kennedy, LLC**

28 14. All previous paragraphs are incorporated.

1 15. On November 26, 2015, the Flocks joyfully welcomed their first
2 child, a daughter, O.F. to the world. As a newly married couple, Mr. and Mrs.
3 Flock were ecstatic about their happy healthy baby girl and pledged to shower
4 her with love and affection, and to provide her with myriad opportunities for
5 healthy and age-appropriate growth and development.

6 16. When the Flocks successfully extended their family to four (three
7 humans and one puppy), both Mr. and Mrs. Flock were employed as full-time
8 professionals. The Flocks were and remain committed to their personal
9 individual accomplishments in their respective fields and were anxious to
10 continue to grow individually, as a couple, and as mother and father to O.F.

11 17. The Flocks decided as a family to enroll O.F. in day-care in
12 order to maintain and continue to grow in their professional lives, in part
13 to enjoy the personal fulfillment they each enjoy from their work, and in
14 part to allow O.F. to socialize and grow with other children her age in a
15 structured and safe setting with respectable and trustworthy adults who were
16 trained to, and enjoy working with, children.

17 18. Additionally, Mrs. Flock is a specific proponent of day-cares
18 which purport to offer myriad educational opportunities such as
19 demonstrations, field trips, physical activity, and, eventually, preparation
20 for and assistance with learning as a supplement to kindergarten, elementary,
21 and middle school.

22 19. While searching for an organization that fit their wants and
23 needs, the Flocks discovered the Corporation offered everything they hoped
24 for, was even less than two (2) miles from their home.

25 20. Thereafter the Flocks contacted the Organization, and after
26 touring the facility and talking with management and staff, they contracted
27 with the Corporation on behalf of O.F. by signing the Corporation's
28

1 "Enrollment Agreement." (See *Complaint Exhibit 1¹- Enrollment Agreement*)

2 which contains the following (emphasis added):

3 a. Completion of **this Agreement is required** for enrollment. This
4 information is necessary for [the Corporation] to...better
5 understand your child and meet his or her needs.;

6 b. For the safety of your child, we will request all authorized
7 Release Persons with whom staff are not familiar to provide
8 Government issued photo ID. at the time of pick-up.;

9 c. For all children's safety, it is critical to use your assigned
10 PIN and/or entry code and sign in child(ren).;

11 d. To ensure the safety of our center staff and children, please do
12 not share your PIN and/or entry code.;

13 e. All tuition is due in advance of **services rendered.**;

14 f. Accounts two weeks in arrears may result in **immediate termination**
15 **of service;**

16 g. If a center staff member chooses to baby-sit for an enrolled
17 child, the center staff member and I must request and sign a
18 [Corporation] Babysitting Liability Release Form to be kept in
19 the child's file.;

20 h. Certain state child care licensing regulations have requirements
21 in addition to those contained in **this Agreement.**;

22 i. **Center management does not have the authority to alter or modify**
23 **the terms of this Agreement...either verbally or in writing.;**

24
25
26
27 ¹ This exhibit is a blank copy of the terms and conditions of the contract
28 without any personally identifiable and/or confidential information. The
signed contract will be separately filed under seal as it contains
information such as social security numbers, financial, and medical
information.

j. [The Corporation] will provide you with a Family Handbook of which a portion is **incorporated into this Agreement.**;

k. **The terms of this Agreement**, including the tuition and fees, are subject to change in whole or in part by the center with 30 days' (sic) notice.;

l. **This Agreement** may be terminated by the center at any time;

m. Any dispute or claim arising out of **this Agreement** shall be submitted to nonbinding mediation prior to the commencement of arbitration, litigation, or any other proceeding before a trier of fact.;

n. I certify that I have read, understand and accept all of **the terms and conditions described in this Agreement.**; and,

o. **This Agreement** will be effective on [date].

21. The Flocks were provided an Enrollment Packet (See Complaint Exhibit 2- Enrollment Packet) which contains the following statements from the Corporation, which upon information and belief are at least partially designed to entice potential customers including but not limited to the Flocks to engage the Corporation's services (emphasis added):

a. Our mission at [the Corporation] is to **provide a healthy, safe, and nurturing environment** for all children.;

b. We strive to **teach children skills that will prepare them for their futures** within [the Corporation] and beyond by **providing quality care and pursuing standards that surpass those of the established child care fundamentals.**;

c. All tuition is based on the contracted rate (found on the agreement form).; and,

d. Tuition includes 10 hours of care per day.

1 22. Included with the Enrollment Packet, as part of the contract
2 discussed in ¶ 19(j) *supra*, the Flocks were given the "Kinder Academy Center
3 Policies." (See Complaint Exhibit 3- Kinder Academy Center Policies) which
4 contains the following (emphasis added):

5 a. **Please read our policies entirely before you enroll your child**
6 **into our program.;**

7 b. Tuition **rates include a maximum of 10 hours of child care per**
8 **day.;**

9 c. \$10.00 per day will be billed to your account **if you exceed the**
10 **10-hour maximum.;**

11 d. Payment of the registration fee and first week's tuition is **due**
12 **upon registration and is required to secure your child's**
13 **enrollment.;**

14 e. Tuition is **due in advance.;**

15 f. As a courtesy, we request that you call the center to inform us
16 if your child will be absent. Your notification allows our
17 teachers to begin the daily activities on time and eases our
18 concern for your child's well-being.;

19 g. Switching days cannot be permitted, as it is difficult to
20 schedule teachers, plan menus and run an efficient center.;

21 h. After signing out, you are welcome to stay and enjoy our center
22 with your child; however (sic) **you assume complete responsibility**
23 **for your child's supervision when doing so.;**

24 i. Please help us in providing a safe environment by holding your
25 child's hand at all times and driving slowly in and out of our
26 parking lot.;

27 j. If you enter into an agreement with a [Corporation] employee to
28 babysit your child outside of our center:

- 1 i. You understand that the sitter enters such agreement as a
2 private citizen and **not as an employee of Kinder Academy.**
- 3 ii. Kinder Academy does **not assume any responsibility for its**
4 **employees in any such agreement.**
- 5 iii. You agree to **hold Kinder Academy harmless for any action**
6 **which results from such arrangement.**
- 7 k. Kinder Academy is **committed to the well-being of each and every**
8 **child.;**
- 9 l. In order to provide a **safe, loving, and stimulating environment**
10 for all enrolled children, we expect a reasonable degree of
11 cooperation from each child and parent.;
- 12 m. Our goal is to create an environment that minimizes the need for
13 disciplinary action. Our faculty members therefore have **age-**
14 **appropriate expectations for children's behavior and are**
15 **consistent and supportive** in their efforts to help children
16 manage their own behavior.;
- 17 n. If efforts to re-direct inappropriate behavior are unsuccessful,
18 our teachers will use a **gentle "time away" policy** for discipline.
19 The child is briefly removed from the group's activities and is
20 allowed time to regain composure. The teacher makes sure the
21 child understands the reason for the "time away" and **helps him or**
22 **her to re-enter the group in a positive manner.;**
- 23 o. **[The Corporation]...forbid[s] any type of harsh or negative**
24 **discipline policies.;**
- 25 p. **In all situations, our faculty will** partner with you to provide
26 your child with **consistent, positive support.** We therefore ask
27 you to **join us in modeling positive behavior for all children in**
28

our care, and to avoid using developmentally inappropriate language or discipline strategies at the center.;

q. Kinder Academy reserves the right to terminate any child with behavior that constitutes a safety risk to staff or other children at any time.;

r. Our faculty strives to minimize biting incidents by providing a safe, supervised environment and by empowering children to use more acceptable means of communication. However, despite our best efforts, it is likely that your child may be bitten at some time.;

s. Kinder Academy is not responsible for lost items.;

t. All faculty members participate in 'Identifying and Reporting Child Abuse and Maltreatment' training, and are therefore identified as Mandated Reporters.;

u. Kinder Academy may exclude children with disabilities from our program if their presence would pose a direct threat to the health or safety of others...;

v. Even with all the security measures we have implemented, we cannot guarantee 100% safe access to the Internet.;

w. We believe that the chance of exposure to inappropriate material is very small; however, we must inform you that the possibility still exists.;

x. All meals and snack have been prepared in our kitchen, which has been approved by the appropriate local and state agency.;

y. Kinder Academy participates in the Keystone Stars Program, which sets guidelines to enhance early childhood education and programs and strives for higher quality care for all children.;

1 z. Participation in the Keystone Stars Program is evidence of **Kinder**
2 **Academy's commitment to early childhood education and dedication**
3 **to continuous improvement.;**

4 aa. As a member of the Kinder Academy family, please consider our
5 center to be a comfortable extension of your home - a place where
6 you are always invited, always welcome, and always appreciated.;

7 bb. For the health of all Kinder Academy employees, children, and
8 associates, smoking is prohibited in the building and on the
9 premises.;

10 cc. Switching days cannot be permitted, as it is difficult to
11 schedule teachers, plan menus, and run an efficient center.;

12 dd. Kinder Academy maintains a **state-of-the-art security system** which
13 requires cooperation from every parent.;

14 ee. When entering the building, we ask that you do not hold the door
15 open for anyone. This will help us **ensure a safe environment.;**

16 ff. **In the event that Kinder Academy deems any person to be a**
17 **potential safety concern, entrance into the center and/or access**
18 **to any child will be denied.;**

19 gg. In the event that any of the provisions, or portions thereof, of
20 these **Center Policies are held to be unenforceable or invalid by**
21 **any court** of competent jurisdiction or by an arbitration panel,
22 the **validity and enforceability of the remaining provisions, or**
23 **portions thereof, shall not be affected** thereby, and **full effect**
24 **shall be given to the intent manifested by the provisions, or**
25 portions thereof, held to be enforceable and valid.;

26 hh. As with all other areas of your child's development, **Kinder**
27 **Academy will support your child through the toilet training**
28 process.;

1 ii. **Teachers will then encourage and support your child's**
2 **independence by assisting him (sic) with toileting at the center.**

3 jj. With your cooperation and support of **developmentally appropriate**
4 **practices**, we will make every effort to ensure consistency
5 between home and center.;

6 kk. The classroom teachers will work with you and your child to make
7 potty training as successful as possible, but we ask that you
8 reflect our efforts for potty training at home as well.;

9 ll. **Other contractual obligations** associated with withdrawal are
10 detailed in the 'Registration & Payments' section of the Center
11 Policies.; and,

12 mm. **I agree to abide by the guidelines** set forth in the manual.

13 23. O.F. flourished at the Corporation until on or about July 5,
14 2018, when she was transitioning from the 2-year-old room to the 3-year-old
15 room.

16 **Facts- O.F.'s Third Birthday is Approaching**

17 24. All previous paragraph sare incorporated.

18 25. When the Flook's second child C.F. was born on May 1, 2018, Mrs.
19 Flook experienced extreme anxiety about leaving him at day-care, and sought
20 mental health treatment related to same. She feared that something horrible
21 would happen to him.

22 26. Thankfully, nothing happened to C.F., during this time period.
23 Mrs. Flook was understandably splitting her attention between her children
24 and was thankful that she had Kinder Academy to continue to love and support
25 O.F. through her toddler-years and potty training, in fulfillment of its
26 mission and their specific promises to The Flook Family made at the beginning
27 of their contractual relationship.

1 27. Upon information and belief, the Corporation was dissatisfied
2 with the number of children it could legally enroll per age group, and sought
3 a method to maximize its revenues. It thereby created the Transition Room in
4 order to more quickly potty-train toddlers so as to allow them to more
5 quickly transition to the more advanced rooms which allow more children per
6 teacher.

7 28. Upon information and belief, the Corporation, and Ms. Wilshire,
8 and Ms. Vilsack assigned Ms. Reznick to be the sole teacher in the
9 Transition Room and tasked her with getting the kids toilet trained as fast
10 as possible.

11 29. Upon information and belief, Ms. Wilshire and Ms. Vilsack were or
12 failed to become aware of Ms. Reznick's prior history involving her
13 treatment of small children.

14 30. Ms. Reznick had sole charge over approximately six (6) children,
15 including, eventually, O.F.

16 31. Upon information and belief, Ms. Reznick did not like O.F. or
17 Mrs. Flook.

18 32. Upon information and belief, Ms. Reznick was frustrated with her
19 assignment to the Transition Room, and the directive to toilet train the kids
20 as fast as possible.

21 33. Upon information and belief, the Corporation failed its June 6,
22 2018 State Inspection as relates to writing incident reports, as well as
23 sixteen (16) other areas of inspection.

24 34. Upon information and belief, despite its specific knowledge of
25 its own shortcomings as relates to writing incident reports, the Corporation
26 failed to offer any additional training of or supervision over, its employees
27 who are entrusted with the care of babies, toddlers, and older children.

1 35. Upon information and belief, Ms. Reznick had one or more prior
2 incidents of a child being harmed in her care of which the Corporation was
3 aware, and at the direction of the Corporation in an effort to minimize a
4 "paper trail" she avoided making incident reports to the extent possible.

5 36. Upon information and belief, prior to some or all of O.F.'s
6 injuries, Ms. Wilshire and/or Ms. Vilsack received numerous reports from
7 numerous employees that Ms. Reznick was harsh to and violent with the
8 children under her care.

9 37. Upon information and belief, prior to some or all of O.F.'s
10 injuries, Ms. Wilshire and/or Ms. Vilsack witnessed Ms. Reznick exhibit
11 inappropriate behavior towards the children in her care on numerous occasions
12 and met with Ms. Reznick concerning same, but made no record of these
13 meetings in order to avoid "paper trails" in their quest for profit and
14 expansion.

15 38. Upon information and belief, prior to some or all of O.F.'s
16 injuries, Ms. Wilshire and/or Ms. Vilsack had specific reason to distrust Ms.
17 Reznick including but not limited to her inability to tell the truth, and
18 stealing from the Corporation.

19 39. Upon information and belief, prior to some or all of O.F.'s
20 injuries, Ms. Wilshire and/or Ms. Vilsack recognized a specific need to more
21 closely supervise Ms. Reznick, but instead, they continued to allow Ms.
22 Reznick unsupervised and unrestricted access to children.

23 40. Upon information and belief, prior to some or all of O.F.'s
24 injuries, Ms. Wilshire and/or Ms. Vilsack recognized a specific need to
25 terminate Ms. Reznick's employment, but instead, due to financial
26 considerations, they chose to keep her services.

1 41. Upon information and belief, prior to some or all of O.F.'s
2 injuries, Ms. Reznick had been sent by the Corporation for additional
3 training on being more compassionate towards children.

4 42. During O.F.'s time in the Transition Room with Ms. Reznick as
5 the only adult assigned to the room, O.F.'s demeanor with her family changed
6 drastically.

7 43. Prior to being assigned to the Transition Room with Ms. Reznick
8 as the only adult assigned to the room, O.F. consistently exhibited all of
9 the clinically expected signs of intellectual and emotional development for a
10 child of her age. She was an active, playful, and happy child, who rarely
11 acted out or threw tantrums and otherwise communicated normally for a
12 toddler.

13 44. During the time that the Corporation placed O.F. under the
14 control of Ms. Reznick, O.F. would cry before leaving home to go to the
15 Corporation. In the mornings, she was extremely fearful and anxious, and
16 often threw tantrums. She would fight to avoid leaving home, fight to avoid
17 getting out of vehicles, and fight to avoid going into buildings.

18 45. During the time that the Corporation placed O.F. under the
19 control of Ms. Reznick, Mr. and Mrs. Flook began to notice that while at
20 home, O.F. would uncharacteristically angrily play with her toys. For
21 example, she would chastise her toys in an aggressive tone for the dolls to
22 "don't cry" and that "crying isn't allowed down here." Upon information and
23 belief, she suffered from similar aggressive behavior from Ms. Reznick
24 during the school day and modeled such behavior at home with her toys. Upon
25 information and belief, this behavior was in an effort to reassert a
26 semblance of control and order to her young life. Unfortunately, O.F. could
27 not recognize or realize that such behavior was inappropriate as her teacher,
28 "Miss Mikayla" exhibited same, freely, at school.

1 46. During the time that the Corporation placed O.F. under the
2 control of Ms. Reznick, in situations such as sadness or fright where she
3 would (as most any toddler) want or need to cry, Mr. and Mrs. Flook began to
4 notice that O.F. would instead, desperately try to not cry or would lie and
5 insist that she isn't crying because "I'm not allowed to cry." Upon
6 information and belief, Ms. Reznick violently and/or emotionally
7 manipulatively punish O.F. and her classmates in retaliation for crying at
8 the Corporation.

9 47. On or about August 13, 2018, Mrs. Flook noticed a bruise on
10 O.F.'s throat, and after asking O.F. how it got there, attributed same to a
11 relatively normal occurrence likely due to a toddler's expected general
12 unfamiliarity with walking upright as opposed to crawling or being carried.

13 48. On or about August 20, 2018, Mrs. Flook noticed a scratch on
14 O.F.'s face, and discussed the scratch with Ms. Reznick. Ms. Reznick asked
15 if Mrs. Flook wanted an incident report regarding the scratch. Mrs. Flook,
16 not knowing that such a report was policy at the Corporation and required by
17 law, declined an incident report; again attributing the scratch to the
18 completely expected consequence of learning to competently walk and run on
19 two legs.

20 49. On or about August 23, 2018, the Corporation posted a picture of
21 O.F. on its Facebook page, wherein, O.F. was wearing a different pair of
22 shorts (but the same shirt, shoes and socks) than those she wore to school
23 that morning. As a potty-training toddler, the Flooks presumed they had
24 several more years before needing to worry about her sneaking more scandalous
25 outfits under her "regular clothes" on the way to school, and instead, that
26 she simply had an accident. At home, Mrs. Flook discovered that O.F. had been
27 forced to keep her urine soaked shoes and socks on throughout the day,
28 despite the presence of a washing machine and dryer at the Corporation. Mrs.

1 Flook communicated her displeasure of this occurrence to Ms. Wilshire and/or
2 Ms. Vilsack.

3 50. On or about August 25, 2018, O.F. also slept in until
4 approximately 10:00a.m., which is outside of O.F.'s routine and character.
5 Then, Mrs. Flook noticed bruises on O.F.'s arm. At that time, O.F., visibly
6 uncomfortable and afraid, refused to reveal the source of the bruising. Upon
7 information and belief, Ms. Reznick threatened or otherwise coerced O.F. to
8 keep secret the things that occurred in the Transition Room.

9 51. On or about August 26, 2018, O.F. slept in until approximately
10 11:00a.m.

11 52. On or about August 28, 2018, O.F. finally worked up the courage
12 and reported to another teacher and Mandated Reporter, Theresa Pifko ("Ms.
13 Pifko") that "Ms. Mikayla is not nice." Upon information and belief, Ms.
14 Pifko approached Ms. Reznick about O.F.'s statement, and Ms. Reznick
15 replied that "O.F. and I never really saw eye to eye." Ms. Pifko reported
16 this conversation to Mrs. Flook.

17 53. Later, on August 28, 2018, now extremely concerned about O.F.
18 given Ms. Pifko's report, Mrs. Flook had the following conversation with
19 O.F.:

20 Q: What happened to your arm, did you fall down?

21 A: No.

22 Q: Did you run into something?

23 A: No.

24 Q: Did one of your friends hurt you?

25 A: Ms. Mikayla squeezed me.

26 54. Mrs. Flook immediately requested a meeting with Ms. Wilsher and
27 Ms. Vilsack regarding O.F.'s suspicious bruising, behavior, and accusations
28 against Ms. Reznick.

1 55. Within hours of Mrs. Flook's request for a meeting, Ms. Reznick
2 messed Mrs. Flook via Facebook and apologized for "the pee-soaked shoes"
3 from the week prior.

4 56. On or about August 29, 2018, Mrs. Flook learned from the Infant
5 Room Teacher, Jessica Martini ("Ms. Martini"), that "Mikayla is mean to all
6 the kids". Mrs. Flook then insisted to management that O.F. be permitted to
7 stay in the two-year-old room, and be kept away from Ms. Reznick, and that
8 request was ultimately denied by Ms. Vilsack on the basis of lack of space.
9 Later, O.F. informed another teacher, Shannon O'hara ("Ms. O'hara"), that Ms.
10 Reznick hurt her.

11 57. On or about August 30, 2018, the Flooks were scheduled to meet
12 with Ms. Wilshire and Ms. Vilsack regarding O.F. Upon information and belief,
13 Ms. Wilshire failed to attend the meeting, because she was visiting potential
14 sites for an additional day-care business that she planned on opening.

15 58. At the meeting, the Flooks were informed that Ms. Reznick was no
16 longer employed by the Corporation. Ms. Vilsack's communication of this
17 information, falsely (unbeknownst to the Flooks at the time) led the Flooks
18 to believe that Ms. Reznick had been fired. Due to this false impression,
19 The Flook Family continued to use the Corporation's services.

20 59. Upon information and belief, Ms. Vilsack made such an impression
21 in agreement with and/or at the direction of Ms. Wilshire for the purpose of
22 preventing The Flook Family from seeking services outside the Corporation.

23 60. On or about August 31, 2018, Allegheny County Department of
24 Children and Youth Services ("CYS") made an unannounced inspection of the
25 Flook's home.

26 61. Ms. Reznick was eventually charged on approval of the Allegheny
27 County District Attorney's Child Abuse Unit with alleged violations of 18
28 P.S. § 2702 §§ A8 Aggravated Assault- Victim Less than 6 and Defendant 18 or
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1 older, a Felony of the Second Degree; 18 P.S. § 4304 §§ A1 Endangering
2 Welfare of Children- Parent/Guardian/Other Commits Offense, a Felony of the
3 Third Degree; and, 18 P.S. § 2701 §§ A Simple Assault.

4 62. On or about May 22, 2019, Ms. Reznick entered into a guilty plea
5 agreement, wherein she admitted to 18 P.S. § 4304 §§ A1 Endangering Welfare
6 of Children- Parent/Guardian/Other Commits Offense, a Misdemeanor of the
7 First Degree and was sentenced to three (3) years' probation.

8 63. Ms. Wilshire indicated an unwillingness to communicate these
9 issues to other parents whose children were under Ms. Reznick's unsupervised
10 care for financial reasons.

11 64. When Ms. Wilshire learned that Mr. and Mrs. Flook (upon their
12 discovery Ms. Vilsack's subterfuge regarding Ms. Reznick's departure from
13 the Corporation) were planning to discontinue the Corporation's services, she
14 messaged Mrs. Flook that a competitor daycare had "lost their star" and was
15 otherwise not as good as the Corporation.

16 65. Upon information and belief, Ms. Wilshire's statement was made to
17 discourage The Flook Family from seeking a competitor's services.

18 **Facts- The Aftermath**

19 66. All previous paragraphs are incorporated.

20 67. From on or about August 31, 2018 through October 2, 2018, O.F.
21 (and her new baby brother, C.F.) continued to attend day-care at the
22 Corporation. During that time, and thereafter continuing, O.F. exhibited
23 numerous signs and symptoms of surviving abuse, including but not limited to:

- 24 a. Refusing to go down the stairs to the transition room;
- 25 b. Refusing to go down stairs, generally, at day-care;
- 26 c. Numerous nightmares;
- 27 d. Numerous instances of tantrums and acting out;

1 e. Fear and suspicion of driving on Old Steubenville Pike with
2 increasing stress the closer she was to the Corporation (which is only two
3 (2) miles from the Flook home);

4 f. Fear of crying; and,

5 g. Disturbing play with her toys (as detailed in ¶ 29 *supra*).

6 h. Developmental regression with "potty-training"

7 68. O.F. further stated at various times since opening up about Ms.
8 Reznick the following:

9 i. Her make me cry;

10 j. Not nice;

11 k. Mean to me; and,

12 l. Hurt leg because I got poop on it;

13 69. O.F. made numerous additional statements at various times since
14 the Corporation placed O.F. under Ms. Reznick's control that were out of
15 character for her, including but not limited to:

16 a. You not make another word;

17 b. How you do that (spoken harshly mimicking Ms. Reznick);

18 c. No crying down here;

19 70. O.F. otherwise acted out of her character on numerous occasions
20 since the Corporation placed O.F. under Ms. Reznick's control including but
21 not limited to:

22 a. Her eyes welling up with tears every day before leaving for day-
23 care;

24 b. Nearly nightly nightmares;

25 c. Excessive whining;

26 d. Napping with a blanket over her head; and,

27 e. Nearly daily tantrums immediately after day-care.

1 71. The Flocks discovered Ms. Vilsack's subterfuge about what
2 happened with Ms. Reznick, and no longer felt comfortable leaving their
3 children under the care of the Corporation; they felt betrayed by the
4 Corporation after being led to believe that the Corporation investigated and
5 terminated Ms. Reznick's employment.

6 72. The Flocks missed numerous days of work in order to search for a
7 new day-care for their children, who, due to wait lists at the other area
8 day-cares, were forced to stay with the Corporation. The Flocks missed
9 additional numerous days of work in order to stay with O.F. and calm her down
10 from the psychological impacts of her being abused.

11 73. From on or about August 31, 2018 through October 3, 2018 when the
12 Flocks finally secured spots for their children at a new facility, the Flocks
13 were additionally constantly and painfully worried about their son (who
14 suffered no abuse and was not otherwise exposed to Ms. Reznick), C.F.

15 74. O.F. began seeing an "in-home" Early Interventionist, Jessica
16 Steiner, DV at TEIS Early Intervention 2020 Ardmore Boulevard Pittsburgh
17 Pennsylvania 15221 in or around September 2018, who opined that O.F. suffered
18 from the "trauma of abuse".

19 75. On or about October 4, 2018, CYF made a second visit to the Flock
20 home.

21 76. On or about October 1, 2018 through on or about June 7, 2019,
22 O.F. and C.F. began attending a new day-care (Moon Township West KinderCare
23 at 100 Grant Drive Moon Township Pennsylvania 15108, a 15.6 mile round
24 trip) ("KinderCare"). This is a significantly greater distance from the
25 Flock's home than the Corporation's site (which was a 3.4 mile round trip).

26 77. O.F. had a particularly hard time on the morning of her first day
27 at KinderCare, and was very frightened of KinderCare. Mrs. Flock ended up
28 staying at KinderCare with O.F. throughout her time there on October 3, 2018.

1 78. On O.F.'s second day, Mr. Flook ended up staying at KinderCare
2 with O.F. throughout her time there.

3 79. Throughout the time that O.F. attended her KinderCare,
4 therapists, including Dr. Stiener would visit her at KinderCare, thereby
5 sacrificing her play and socializing and learning time with mental health
6 therapy.

7 80. Mrs. Flook has exhausted her unpaid Family and Medical Leave Act
8 allowance for the current calendar year and is on a personal leave of absence
9 to tend to her and O.F.'s mental health care.

10 81. The Flook children's' KinderCare arrangements are significantly
11 more expensive than the Corporation's rates.

12 a. The Corporation Rate was \$475.00 per week.

13 b. The KinderCare rate was \$655.00 per week.

14 82. On or about June 7, 2019, the Flooks switched from KinderCare to
15 Kiddie Academy of South Fayette at 3169 Washington Pike, Bridgeville
16 Pennsylvania 15017, ("Kiddie Academy") a 21.8 mile round trip.

17 83. The Flooks are constantly concerned with their children's' safety
18 while at Kiddie Academy, even though Mrs. Flook's sister, Michelle Lutz ("Ms.
19 Lutz") is a teacher at the current day-care, and the children can be watched
20 throughout the day by their parents via web cameras at Kiddie Academy.

21 84. Mrs. Flook attends therapy with Lisa Sebastiani, LCSW at 2599
22 Wexford Bayne Road, Sewickley Pennsylvania 15143 (a 32.2 mile round trip), in
23 part due to the abuse O.F. suffered.

24 85. O.F. continues to experience fears and anxieties as detailed in
25 ¶¶ 49-52 *supra*. O.F. still attends therapy on a regular and ongoing basis,
26 with no current end date. O.F. has continued with therapy with Dr. Steiner,
27 as well as with Courtney Utz, MS, LPC, LMHC and Samantha Ricci, MS, LPC at
28

1 Children's Pine Center 11279 Perry Highway, Suite 500, Wexford Pennsylvania
2 15090 (a 36.4 mile round trip).

3 86. These causes of action follow.

4 **COUNT I**
5 **Commonlaw of Pennsylvania- Negligence**
6 **O.F. vs. The Corporation, Ms. Wilshire, and Ms. Vilsack**

7 87. All previous paragraphs are incorporated.

8 88. The Defendants have a duty of care and responsibility to their
9 customers including but not limited to the Plaintiff to reasonably screen
10 applicants for employment.

11 89. Upon information and belief, Ms. Reznick had been previously
12 disciplined and/or terminated from employment due to abuse of children and
13 the Defendants knew or recklessly failed to learn about Ms. Reznick's
14 propensity for violence towards children.

15 90. The Defendants breached their duty of care and responsibility by
16 failing to investigate Ms. Reznick before hiring Ms. Reznick to work with
17 children, when, upon information and belief, Ms. Reznick had prior instances
18 of violence toward children while working with children.

19 91. As a direct and proximate result of this breach, Ms. Reznick was
20 left in charge of O.F. (and other children) on her own, at which point, Ms.
21 Reznick abused O.F.

22 92. The Defendants have a duty of care and responsibility to their
23 customer including but not limited to the Plaintiff to reasonably supervise
24 its employees.

25 93. Upon information and belief, Ms. Reznick has abused other
26 children in addition to O.F. while working for the Defendants and the
27 Defendants knew about or suspected the abuse to those other children and O.F.
28 The Defendants had received multiple reports from its other employees that
Ms. Reznick was inappropriate with the children.

1 94. The Defendants breached their duty of care and responsibility
2 when, despite their knowledge and/or suspicions and reports, Defendants
3 failed to increase supervision of Ms. Reznick and or investigate or
4 otherwise take any action to decrease the risk Ms. Reznick posed to children
5 including but not limited to the Plaintiff.

6 95. The Defendants have a duty of care and responsibility to their
7 customers including but not limited to the Plaintiff, to reasonably train its
8 employees.

9 96. Upon information and belief, despite Ms. Reznick being caught by
10 management on numerous occasions behaving inappropriately towards children,
11 lying, and stealing they did not reasonably provide Ms. Reznick with the
12 training, tools, or support to conform Ms. Reznick to behave in an
13 acceptable manner.

14 97. As a direct and proximate result of this breach, Ms. Reznick was
15 left in charge of O.F. (and other children) on her own, at which point, Ms.
16 Reznick abused. O.F.

17 98. As a direct and proximate result of being abused, O.F. was
18 physically and mentally injured as follows:

19 m. Bruises on throat;

20 n. Bruises on arm;

21 o. Nightmares;

22 p. Severe ongoing emotional distress in the form of extreme
23 fearfulness, anxiety, and nightmares;

24 q. Severe ongoing emotional distress in the form of delayed social
25 progression and emotional communication abilities;

26 99. As a direct and proximate result of O.F. being abused, O.F.
27 suffered damages.

WHEREFORE, the Plaintiff respectfully requests that judgment be entered in excess of Allegheny County Arbitration Limits in her favor and against that of the Defendants, and that full compensatory damages be awarded to the extent permitted by law to include and not be limited to: 1) Economic Damages for the Cost O.F.'s past and ongoing therapy (\$282.00 per 60 minute session); 2) Non-Economic Compensatory Damages for O.F.'s physical injuries; 3) Non-Economic Compensatory Damages for O.F.'s past and ongoing emotional injuries; and, 4) Any and All Other Damages as May be Legal in the Commonwealth of Pennsylvania.

COUNT II

Commonlaw of Pennsylvania- Recklessness

O.F. v. The Corporation, Ms. Wilshire and Ms. Vilsack

100. All previous paragraphs are incorporated.

101. The Defendants have a duty of care and responsibility to their customer including but not limited to the Plaintiff to reasonably supervise its employees.

102. Upon information and belief, Ms. Reznick has abused other children in addition to O.F. while working for the Defendants and the Defendants knew about or suspected the abuse to those other children and O.F. The Defendants had received multiple reports from its other employees that Ms. Reznick was inappropriate with the children.

103. The Defendants breached their duty of care and responsibility and demonstrated a reckless disregard for the danger to children including but not limited to the Plaintiff when, in the pursuit of profits, despite their knowledge and/or suspicions and reports, Defendants failed to increase supervision of Ms. Reznick and or investigate or otherwise take any action to decrease the risk Ms. Reznick posed to children including but not limited to the Plaintiff.

1 104. The Defendants have a duty of care and responsibility to their
2 customers including but not limited to the Plaintiff, to reasonably train its
3 employees.

4 105. The Defendants breached their duty of care and responsibility and
5 demonstrated a reckless disregard for the danger to children including but
6 not limited to the Plaintiff when, in the pursuit of profits, despite Ms.
7 Reznick being caught by management on numerous occasions behaving
8 inappropriately towards children, lying, and stealing they did not reasonably
9 provide Ms. Reznick with the training, tools, or support to conform Ms.
10 Reznick to behave in an acceptable manner.

11 106. As a direct and proximate result of this breach, Ms. Reznick was
12 left in charge of O.F. (and other children) on her own, at which point, Ms.
13 Reznick abused. O.F.

14 107. As a direct and proximate result of being abused, O.F. was
15 physically and mentally injured as follows:

16 r. Bruises on throat;

17 s. Bruises on arm;

18 t. Nightmares;

19 u. Severe ongoing emotional distress in the form of extreme
20 fearfulness, anxiety, and nightmares;

21 v. Severe ongoing emotional distress in the form of delayed social
22 progression and emotional communication abilities;

23 108. As a direct and proximate result of O.F. being abused, O.F.
24 suffered damages.

25 WHEREFORE, the Plaintiff respectfully requests that judgment be entered
26 in excess of Allegheny County Arbitration Limits in her favor and against
27 that of the Defendants, and that full compensatory damages be awarded to the
28 extent permitted by law to include and not be limited to: 1) Economic Damages

1 for the Cost O.F.'s past and ongoing therapy (\$282.00 per 60 minute session);
2 2) Non-Economic Compensatory Damages for O.F.'s physical injuries; 3) Non-
3 Economic Compensatory Damages for O.F.'s past and ongoing emotional injuries;
4 4) Punitive Damages to punish Defendants' Recklessness and to Deter Potential
5 Future Defendants from Engaging in Reckless Behavior in the Industry of
6 Childcare; and, 5) Any and All Other Damages as May be Legal in the
7 Commonwealth of Pennsylvania.

8 **COUNT IV**

9 **Commonlaw of Pennsylvania- Negligent Infliction of Emotional Distress**
10 **Plaintiffs vs. The Corporation, Ms. Wilshire, Ms. Vilsack, and Ms. Reznick**

11 109. All previous paragraphs are incorporated.

12 110. The Defendants owed the Plaintiffs a pre-existing duty of care to
13 ensure and maintain the safety and security of O.F. in exchange for monies
14 paid by the Flocks in contract, as well as being in a fiduciary position as a
15 child care provider.

16 111. The Defendants breached their contract duties to Plaintiffs by
17 failing to ensure and maintain that its potential employees were properly
18 screened for safety and security concerns before being hired, that its
19 employees were properly trained upon being hired, and thereafter, properly
20 supervised.

21 112. The Defendants breached their fiduciary duties to Plaintiffs
22 when, in standing *in loco parentis*, knowing or having reckless failed to
23 learn that Ms. Reznick had a propensity of violence towards children, failed
24 to take any appropriate steps to protect O.F. from further abuse and violence
25 at the hands of Ms. Reznick.

26 113. As a direct and proximate result of these breaches, Plaintiffs
27 suffered severe emotional distress; in addition to that described above and
28 unique to this Count, that the Flocks lost their sense of security having
their children at day-care, and have experienced and continue to experience

1 extreme guilt, fearfulness, anxiety, and sadness. Furthermore, Mrs. Flook is
2 currently under mental health care related to the impact of Defendants upon
3 her mental health.

4 114. As a direct and proximate result of Defendants' breaches,
5 Plaintiffs suffered damages in the form of the Flooks having expended, and
6 are forced to continue to expend, substantial amounts of money on O.F.'s
7 behalf, by paying higher prices for the new day-care, driving significantly
8 farther for the new day-care and for O.F.'s therapy, taking time off work to
9 find new day-cares, drive to them, and comfort O.F. from the aftermath of Ms.
10 Reznick's abuse.

11 WHEREFORE, the Plaintiffs respectfully requests that judgment be
12 entered in excess of Allegheny County Arbitration Limits in their favor and
13 against that of the Defendants, and that full compensatory damages be awarded
14 to the extent permitted by law to include and not be limited to: 1) Economic
15 Damages for the Increased Cost of Day-Care from October 5, 2018 through such
16 time as O.F. and C.F. attain the age whereupon Defendant no longer offers
17 services to children (\$83,874.00); 2) Economic Damages for the Increased Cost
18 of Transporting O.F. and C.F. to KinderCare from on or about October 1, 2018
19 through on or about June 7, 2019 (\$703.25); 3) Economic Damages for the
20 Increased Cost of Transporting O.F. and C.F. to Kiddie Academy from on or
21 about June 7, 2019 through such time as O.F. and C.F. attain the age
22 whereupon Defendant no longer offers services to children (\$13,436.28); 4)
23 Economic Damages for the Cost O.F.'s ongoing therapy (\$282.00 per 60 minute
24 session); 5) Economic Damages for the Cost Mrs. Flook's ongoing therapy; 6)
25 Economic Damages for all times Mr. Flook missed work as a result of
26 Defendants' negligence (\$2,535.28 in 2018 and \$3,403.72 in 2019); 7) Economic
27 Damages for all times Mrs. Flook missed work as a result of Defendants'
28 negligence (\$25,925.20); 8) Non-Economic Compensatory Damages for O.F.'s

1 physical injuries; 9) Non-Economic Compensatory Damages for O.F.'s emotional
2 injuries; 10) Non-Economic Compensatory Damages for the Flook's emotional
3 injuries; 11) Punitive Damages to punish Defendants' Recklessness and to
4 Deter Potential Future Defendants from Engaging in Reckless Behavior in the
5 Industry of Childcare; and, 12) Any and All Other Damages as May be Legal in
6 the Commonwealth of Pennsylvania.

7 **COUNT V**
8 **Commonlaw of Pennsylvania- Breach of Contract**
9 **All Plaintiffs vs. The Corporation**

10 115. All previous paragraphs are incorporated.

11 116. The Flooks entered into a contract with the Corporation on behalf
12 of themselves and of, O.F., who is a third-party beneficiary to the contract.
13 (See ¶¶ 20(a), (e), (f), (i), (j), (k), (l), (m), (n), (o); See also, ¶¶
14 21(c), (d); See also, ¶¶ 22(a), (b), (c), (d), (e), (g), (l), (gg), (ll),
and, (mm).

15 117. The Corporation disclosed, in writing, that specific potential
16 dangers existed but did not include caution regarding potentially violent
17 teachers like Ms. Reznick as follows:

- 18 a. Being bitten (See, ¶¶ 22(r);
19 b. Lost items (See, ¶¶ 22(s); and,
20 c. The internet (See, ¶¶ 22(v), (w).

21 118. The Corporation assured, in writing, that specific potential
22 protections were in place to ensure safety regarding the following:

- 23 a. The potential for being bitten, despite protections (See, ¶¶
24 22(r);
25 b. The potential dangers of the internet, despite protections (See,
26 ¶¶ 22(v), (w);
27 c. Physical security and access of O.F. (See, ¶¶ 20(b), (c), (d);
28 See also, ¶¶ 22(t), (dd), (ee), (ff); and,

1 d. Appropriate teacher-student ratios (See, ¶¶ 22(g), (y), (z),
2 (cc)).

3 119. The Corporation further promised that when children including but
4 not limited to O.F. are at the Center without their parents, that the
5 Corporation is responsible for its employees' actions. (See, ¶¶ 20(g); See
6 also, ¶¶ 22(h), (i), (j)(i-iii), (p), (t), (x), (ff), and (kk)).

7 120. The Corporation promised, in writing that in exchange for the
8 Flook's tuition payments, they would provide for the following:

- 9 a. O.F.'s safety (See ¶¶20(b), (c), (d); See also ¶¶21(a); See also
10 ¶¶22(i), (l), (q), (r), (u), (v), (ee), and (ff);
- 11 b. O.F.'s well-being (See ¶¶ 22(f) and (k);
- 12 c. O.F.'s health (See, ¶¶ 21(a); See also, ¶¶ 22(u), (bb); and,
- 13 d. O.F.'s general nurturing, development, and support through
14 quality care and higher than required standards, with special
15 focus on potty-training (See, ¶¶ 21(a); (b); See also, ¶¶ 22(g),
16 (l), (m), (n), (p), (r), (x), (y), (z), (cc), (hh), (ii), (jj),
17 (kk)).

18 121. The Corporation additionally promised, unequivocally and without
19 disclosure or warning of potential danger, the following:

- 20 a. Faculty members including but not limited to Ms. Reznick have
21 age-appropriate expectations of children including but not
22 limited to O.F. (See, ¶¶ 22(m);
- 23 b. Faculty members including but not limited to Ms. Reznick are
24 consistent and supportive in their efforts to help children
25 including but not limited to O.F. manage their behavior. *Id.*
- 26 c. Teachers including but not limited to Ms. Reznick would use "a
27 gentle time away policy for discipline." (See, ¶¶ 22(n);
- 28

- 1 d. Teachers including but not limited to Ms. Reznick would ensure
2 children including but not limited to O.F. understands the reason
3 for the "time away." *Id.*
- 4 e. Teachers including but not limited to Ms. Reznick would held
5 children including but not limited to O.F. "re-enter the group in
6 a positive manner." *Id.*
- 7 f. All types of harsh or negative discipline is prohibited. (See, ¶¶
8 22(o);
- 9 g. Faculty including but not limited to Ms. Reznick will, in all
10 situations, provide children including but not limited to O.F.
11 consistent positive support. (See, ¶¶ 22(p);
- 12 h. Faculty including but not limited to Ms. Reznick will, in all
13 situations, model positive behavior for the children including
14 but not limited to O.F. *Id.*;
- 15 i. Faculty including but not limited to Ms. Reznick will, in all
16 situations, avoid using developmentally inappropriate language.
17 *Id.*;
- 18 j. Faculty including but not limited to Ms. Reznick will, in all
19 situations, avoid using developmentally inappropriate discipline
20 strategies. *Id.*;
- 21 k. Faculty including but not limited to Ms. Reznick will provide a
22 safe and supervised environment for the children including but
23 not limited to Ms. Reznick. (See, ¶¶ 22(r);
- 24 l. Faculty including but not limited to Ms. Reznick are "Mandated
25 Reporters" because they participate in "Identifying and Reporting
26 Child Abuse and Maltreatment" (See, ¶¶ 22(t); and,
- 27 m. If the Corporation deems "any person" to be a "potential safety
28 concern" that such "any person" would be denied access to the

Center and to the children including but not limited to O.F.

(See, ¶22(ff)).

122. The Corporation breached its promises in ¶¶ 120(a-d) by the following actions:

- a. Leaving O.F. unsupervised with Ms. Reznick, of whom the Corporation knew or recklessly failed to learn, had violent propensities towards children;
- b. Ms. Reznick's treatment of O.F. as described generally throughout the instant Complaint;
- c. Failing to provide "quality care" at "higher than required standards";

123. The Corporation breached its promises in ¶¶ 121(a-k) insofar as Ms. Reznick:

- a. attempted to prevent O.F., a two-year-old child, from crying, thereby making O.F. fearful from psychological and/or physical retribution in instances where O.F. would otherwise cry;
- b. Caused O.F. physical injuries and otherwise engaged in "harsh or negative discipline" in retaliation for O.F. crying in addition to or instead of using the promised "time away" procedures;
- c. Forced O.F. to fester in her own urine-soaked socks and shoes for more than approximately 4 hours on or about August 23, 2018;

124. The Corporation breached its promises in ¶ 121(m) when it deemed Ms. Reznick enough of a risk to send her to additional training for compassion towards children, yet, continued to allow Ms. Reznick unfettered access to O.F. at the Center.

125. As a direct and proximate result of the Corporation's breaches, the Flocks were forced to remove their children from the Corporation's services and seek same elsewhere. Such further directedly and proximately

1 resulted in Flocks' loss of wages, Flocks' increased cost of services and
2 Flocks' increased distance to travel to secure the benefit of their bargain.

3 WHEREFORE, the Plaintiffs respectfully request that judgment be entered
4 in excess of Allegheny County Arbitration Limits in their favor and against
5 that of the Defendants, and that full compensatory damages be awarded to the
6 extent permitted by law to include and not be limited to: 1) Economic Damages
7 for the Increased Cost of Day-Care from October 5, 2018 through such time as
8 O.F. and C.F. attain the age whereupon Defendant no longer offers services to
9 children (\$83,874.00); 2) Economic Damages for the Increased Cost of
10 Transporting O.F. and C.F. to KinderCare from on or about October 1, 2018
11 through on or about June 7, 2019 (\$703.25); 3) Economic Damages for the
12 Increased Cost of Transporting O.F. and C.F. to Kiddie Academy from on or
13 about June 7, 2019 through such time as O.F. and C.F. attain the age
14 whereupon Defendant no longer offers services to children (\$13,436.28); 4)
15 Economic Damages for all times Mr. Flook missed work as a result of
16 Defendants' actions (\$2,535.28 in 2018 and \$3,403.72 in 2019); 5) Economic
17 Damages for all times Mrs. Flook missed work as a result of Defendants'
18 actions (\$25,925.20).

19 **COUNT VI**

20 **73 P.S. § 201-3 - Fraudulent and Deceptive Conduct**

21 **All Plaintiffs vs. The Corporation, Ms. Wilshire, and Ms. Vilsack**

22 126. All previous paragraphs are incorporated.

23 127. Upon information and belief, Ms. Wilshire and Ms. Vilsack were
24 aware that Mr. and Mrs. Flook were extremely displeased with the Corporation
25 due to Ms. Reznick's treatment of their daughter.

26 128. Upon information and belief, Ms. Wilshire and Ms. Vilsack deduced
27 that The Flook Family would more likely stay with the Corporation if they
28 appeared to take swift investigatory and punitive action against Ms.
Reznick.

1 129. Upon information and belief, Ms. Wilshire acted in concert with
2 Ms. Vilsack to ensure that, despite Mr. and Mrs. Flook discovering Ms.
3 Reznick's actions against O.F., The Flook Family would continue to use and
4 pay for the Corporation's services.

5 130. Fraudulent or deceptive conduct in any trade or commerce is
6 illegal in the Commonwealth of Pennsylvania, for which the law provides a
7 private right of action.

8 131. Upon information and belief, in furtherance of Ms. Wilshire's and
9 Ms. Vilsack's goal of ensuring that The Flook Family continued to use and pay
10 for the Corporation's services, and with specific knowledge of The Flook
11 Family's distress being caused by Ms. Reznick's actions, Ms. Wilshire and
12 Ms. Vilsack decided to imply without technically lying that Ms. Reznick was
13 terminated from employment, by Ms. Vilsack stating to Mr. and Mrs. Flook on
14 or about August 31, 2018 "as you can see, Mikayla is no longer here."

15 132. In the alternative, upon information and belief, Ms. Wilshire
16 directed Ms. Vilsack to imply without technically lying that Ms. Reznick was
17 terminated from employment, by Ms. Vilsack stating to Mr. and Mrs. Flook on
18 or about August 31, 2018 "as you can see, Mikayla is no longer here."

19 133. In the alternative, upon information and belief, Ms. Vilsack
20 decided to imply without technically lying that Ms. Reznick was fired from
21 employment, by stating to Mr. and Mrs. Flook on or about August 31, 2018 "as
22 you can see, Mikayla is no longer here."

23 134. The clear implication of Ms. Vilsack's statement was that the
24 Corporation terminated Ms. Reznick.

25 135. Mr. and Mrs. Flook understood the clear implication and the
26 Corporation terminated Ms. Reznick.

27 136. Based in part on Ms. Vilsack's implication that the Corporation
28 terminated Ms. Reznick, they decided to allow their children to continue

1 attending daycare at the Corporation from on or about August 31, 2018 through
2 October 2, 2018.

3 137. The Flook Family tendered approximately \$2,850.00 to the
4 Corporation during such time that their children attended the Corporation
5 after the fraudulent and deceptive conduct as described in this Count.

6 138. The Flook Family would not have tendered said \$2,850.00 to the
7 Corporation without the fraudulent and deceptive conduct as described in this
8 Count.

9 139. The Flook Family would have continued sending their children to
10 the Corporation without the fraudulent and deceptive conduct as described in
11 this Count.

12 WHEREFORE, the Plaintiffs respectfully request that judgment be entered
13 in excess of Allegheny County Arbitration Limits in their favor and against
14 that of the Defendants, and full damages be awarded to the extent permitted
15 by law to include and not be limited to: 1) Economic Damages for the
16 Increased Cost of Day-Care from October 5, 2018 through such time as O.F. and
17 C.F. attain the age whereupon Defendant no longer offers services to children
18 (\$83,874.00); 2) Economic Damages for the Increased Cost of Transporting O.F.
19 and C.F. to KinderCare from on or about October 1, 2018 through on or about
20 June 7, 2019 (\$703.25); 3) Economic Damages for the Increased Cost of
21 Transporting O.F. and C.F. to Kiddie Academy from on or about June 7, 2019
22 through such time as O.F. and C.F. attain the age whereupon Defendant no
23 longer offers services to children (\$13,436.28); 4) Economic Damages for all
24 times Mr. Flook missed work as a result of Defendants' actions (\$2,535.28 in
25 2018 and \$3,403.72 in 2019); 5) Economic Damages for all times Mrs. Flook
26 missed work as a result of Defendants' actions (\$25,925.20); 6) Actual
27 damages of \$2,850.00; 7) treble damages; 8) Costs of suit; and, 9) attorney's
28 fees.

COUNT VII
Commonlaw of Pennsylvania- Fraud
Mr. and Mrs. Flook vs. The Corporation, Ms. Wilshire, and Ms. Vilsack

140. All previous paragraphs are incorporated.

141. Upon information and belief, Ms. Wilshire and Ms. Vilsack were aware that Mr. and Mrs. Flook were extremely displeased with the Corporation due to Ms. Reznick's treatment of their daughter.

142. Upon information and belief, Ms. Wilshire and Ms. Vilsack deduced that The Flook Family would more likely stay with the Corporation if they appeared to take swift investigatory and punitive action against Ms. Reznick.

143. Upon information and belief, Ms. Wilshire acted in concert with Ms. Vilsack to ensure that, despite Mr. and Mrs. Flook discovering Ms. Reznick's actions against O.F., The Flook Family would continue to use and pay for the Corporation's services.

144. Fraudulent or deceptive conduct in any trade or commerce is illegal in the Commonwealth of Pennsylvania, for which the law provides a private right of action.

145. Upon information and belief, in furtherance of Ms. Wilshire's and Ms. Vilsack's goal of ensuring that The Flook Family continued to use and pay for the Corporation's services, and with specific knowledge of The Flook Family's distress being caused by Ms. Reznick's actions, Ms. Wilshire and Ms. Vilsack decided to imply without technically lying that Ms. Reznick was terminated from employment, by Ms. Vilsack stating to Mr. and Mrs. Flook on or about August 31, 2018 "as you can see, Mikayla is no longer here."

146. In the alternative, upon information and belief, Ms. Wilshire directed Ms. Vilsack to imply without technically lying that Ms. Reznick was terminated from employment, by Ms. Vilsack stating to Mr. and Mrs. Flook on or about August 31, 2018 "as you can see, Mikayla is no longer here."

1 147. In the alternative, upon information and belief, Ms. Vilsack
2 decided to imply without technically lying that Ms. Reznick was fired from
3 employment, by stating to Mr. and Mrs. Flook on or about August 31, 2018 "as
4 you can see, Mikayla is no longer here."

5 148. The clear implication of Ms. Vilsack's statement was that the
6 Corporation terminated Ms. Reznick.

7 149. Mr. and Mrs. Flook understood the clear implication and the
8 Corporation terminated Ms. Reznick.

9 150. Based in part on Ms. Vilsack's implication that the Corporation
10 terminated Ms. Reznick, they decided to allow their children to continue
11 attending daycare at the Corporation from on or about August 31, 2018 through
12 October 2, 2018.

13 151. The Flook Family tendered approximately \$2,850.00 to the
14 Corporation during such time that their children attended the Corporation
15 after the fraudulent and deceptive conduct as described in this Count.

16 152. The Flook Family would not have tendered said \$2,850.00 to the
17 Corporation without the fraudulent and deceptive conduct as described in this
18 Count.

19 WHEREFORE, the Plaintiffs respectfully request that judgment be entered
20 in excess of Allegheny County Arbitration Limits in their favor and against
21 that of the Defendants, and full compensatory damages be awarded to the
22 extent permitted by law to include and not be limited to: 1) Economic Damages
23 for the Increased Cost of Day-Care from October 5, 2018 through such time as
24 O.F. and C.F. attain the age whereupon Defendant no longer offers services to
25 children (\$83,874.00); 2) Economic Damages for the Increased Cost of
26 Transporting O.F. and C.F. to KinderCare from on or about October 1, 2018
27 through on or about June 7, 2019 (\$703.25); 3) Economic Damages for the
28 Increased Cost of Transporting O.F. and C.F. to Kiddie Academy from on or

1 about June 7, 2019 through such time as O.F. and C.F. attain the age
2 whereupon Defendant no longer offers services to children (\$13,436.28); 4)
3 Economic Damages for all times Mr. Flook missed work as a result of
4 Defendants' actions (\$2,535.28 in 2018 and \$3,403.72 in 2019); 5) Economic
5 Damages for all times Mrs. Flook missed work as a result of Defendants'
6 actions (\$25,925.20 and continuing); 6) Actual damages of \$2,850.00; and, 7)
7 Punitive Damages punish Defendants' fraudulent behavior and to Deter
8 Potential Future Defendants from Engaging in fraudulent Behavior.

9 Dated this 29th day of October, 2019

10  THE TRIAL LAW FIRM, LLC

11
12 Marc Harris, Esquire
13 Pa. Id. No. 319504
14 Trial Lawyer for The Flook Family
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1 IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

2 CIVIL DIVISION- GENERAL DOCKET

3 MELISSA FLOOK and JUSTIN FLOOK in
4 their individual capacities, and on
5 behalf of their Minor Child O.F.,

6 Plaintiffs,

7 vs.

8 KINDER ACADEMY OF KENNEDY, LLC
9 trading and doing business as KINDER
10 ACADEMY OF ROBINSON; and MIKAYLA
11 REZNICAK; and AMY WILSHER; and
12 COLLEEN VILSACK,

13 Defendants.

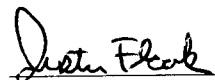
Case No.

COMPLAINT IN CIVIL ACTION-
VERIFICATION

14 VERIFICATION

15 I am Justin Flook, a co-Plaintiff and legal guardian of O.F., my
16 daughter. I verify that all statements of fact are true and correct to the
17 best of my knowledge. I understand that my statements are subject to the
18 penalties related to Unsworn Falsification to Authorities.

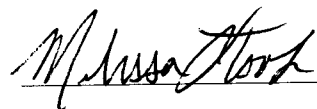
19 Dated October 29, 2019



Justin Flook, Plaintiff

21 I am Melissa Flook, a co-Plaintiff and legal guardian of O.F., my
22 daughter. I verify that all statements of fact are true and correct to the
23 best of my knowledge. I understand that my statements are subject to the
24 penalties related to Unsworn Falsification to Authorities.

25 Dated October 29, 2019



Melissa Flook, Plaintiff

1 IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

2 CIVIL DIVISION- GENERAL DOCKET

3 **MELISSA FLOOK and JUSTIN FLOOK** in
4 their individual capacities, and on
5 behalf of their Minor Child **O.F.**,

6 Plaintiffs,

7 vs.

8 **KINDER ACADEMY OF KENNEDY, LLC**
9 trading and doing business as **KINDER**
10 **ACADEMY OF ROBINSON; and MIKAYLA**
11 **REZNICAK; and AMY WILSHER; and**
12 **COLLEEN VILSACK,**

13 Defendants.

Case No.

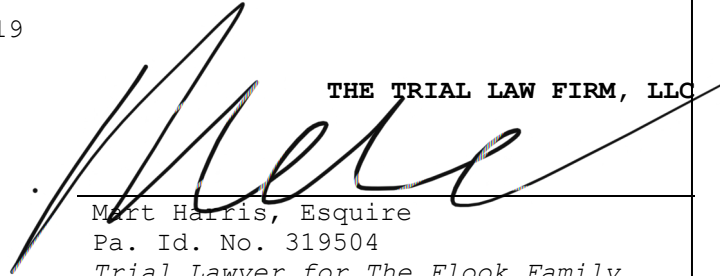
COMPLAINT IN CIVIL ACTION

14 **CERTIFICATE**

15 The undersigned hereby certifies that the within Complaint in Civil
16 Action complies with the *Public Access Policy of the Unified Judicial System*
17 *of Pennsylvania: Case Records of the Appellate and Trial Courts* regarding
18 confidential information and documents.

19 Dated this 29th day of October, 2019

20 **THE TRIAL LAW FIRM, LLC**

21 
22 _____
23 Mart Harris, Esquire
24 Pa. Id. No. 319504
25 Trial Lawyer for The Flook Family

COMPLAINT EXHIBIT 1

ENROLLMENT AGREEMENT

Enrollment Agreement

Enrollment Information



Completion of this Agreement is required for enrollment. This information is necessary for Kinder Academy (KA or Center), to comply with state child care licensing regulations and to enable us to better understand your child and meet his or her needs. Grey shaded areas are for office use only. Blue (or white) areas are for parent/guardian use.

CHILD INFORMATION				
First Name	Middle Name	Last Name		Nickname
Date of Birth	Gender <input type="checkbox"/> Female <input type="checkbox"/> Male	Child's primary language	Parent's/Guardian's primary language	
Child's home address			Home phone	
List family members your child lives with – include names and ages of siblings				
Does your child attend school? <input type="checkbox"/> Yes <input type="checkbox"/> No		Elementary School Name	Grade in School	School Phone
School Address			Bus pick up time at Center	Bus drop off time at Center
School Transportation provided by: <input type="checkbox"/> Elementary School (Bus Number) _____ <input type="checkbox"/> Parent/Guardian				

PRIMARY CONTACT AND RELEASE PERSONS <i>Include parents and guardians</i>				
Is parent/guardian a KA employee? <input type="checkbox"/> Yes <input type="checkbox"/> No				
PRIMARY PARENT/GUARDIAN		Relationship to child	Home phone	Cell phone
Home address Apt #		Home e-mail address		
Employer and address		Work e-mail address	Work hours	Work phone/ext
Driver's License (DL) number <i>(For privacy purposes, do not provide your DL number if it is also your Social Security Number.)</i>		DL State	DL Expiration date	CD verify DL <input type="text"/> INITIALS
Other Parent/Guardian		Relationship to child	Home phone	Cell phone
Home address Apt #		Home e-mail address		
Employer and address		Work e-mail address	Work hours	Work phone/ext

EMERGENCY CONTACT AND RELEASE PERSONS <i>Do not include parents and guardians</i>			
If possible, please notify the center if an Emergency Release Person will pick up your child on a given day.			
Name #1	Relationship to child & parent	Primary phone	Secondary phone
Home address			
Name #2	Relationship to child & parent	Primary phone	Secondary phone
Home address			
Name #3	Relationship to child & parent	Primary phone	Secondary phone
Home address			

- **The persons designated in this section will be contacted by KA and are authorized to pick up my child if there is a medical or other emergency and I cannot be reached.** Parent/Guardian must complete any state-specific emergency release forms required by individual state child care licensing regulations. In addition, release person must be 18 years of age or older.
- Center staff will release your child only to you or to those persons you have listed above. **For the safety of your child, we will request all authorized Release Persons with whom staff are not familiar to provide Government issued photo ID at time of pick up.** If you want a person who is not identified above to pick up your child, you must notify center management in advance. **Your child will not be released without prior authorization.** In the event you call a pick up authorization into the center the Parent/Guardian Identification Information questions will be used to verify your identity and to authorize the release of your child.
- For all children's safety, it is critical to use your assigned PIN and/or entry code and sign in child(ren). To ensure the safety of our center staff and children, please do not share your PIN and/or entry code.

GREY AREAS ARE FOR OFFICE USE ONLY	CENTER/SITE NUMBER	START DATE	WITHDRAW DATE	WITHDRAW REASON
	FAMILY/CASE/FILE NUMBER	CLASS	BIRTH CERTIFICATE NO. <small>(Only if required by state licensing)</small>	

Date revision effective page 1 (Enrollment Information)	<input type="text"/>
Parent/Guardian Signature	<input type="text"/>
Center Director Signature	<input type="text"/>

Enrollment Agreement

Childs Name

ALLERGIES *Please list*

<input type="checkbox"/> Medications _____	Reaction _____
<input type="checkbox"/> Food _____	Reaction _____
_____	_____
_____	_____
<input type="checkbox"/> Respiratory _____	Reaction _____
<input type="checkbox"/> Bee sting _____	Reaction _____
<input type="checkbox"/> Other _____	Reaction _____

Are any of the allergies severe or life-threatening? ☐ Yes ☐ No

If yes, please provide special instructions (Children with EPI Pens are required to have allergy plans on file): _____

CHILD'S MEDICAL CARE PROVIDER / FACILITY

Primary Care Physician ("PCP") name		Practice/Clinic name	
PCP address		Phone	
Preferred hospital/clinic for acute care and emergency care			
Dentist name		Practice/Clinic name	
Address		Phone	
Health Insurance Provider and policy number		Secondary Health Insurance Provider and policy number	

MEDICATION

Individual state child care licensing regulations regarding medication must be followed. Any mandatory state form regarding administration of prescription or non-prescription medication must also be completed and signed by a parent/guardian.

I will provide written authorization for KA staff to administer medication in accordance with written instructions from the child's health care professional, as permitted by state child care licensing regulations.

I will complete and sign authorization forms. I will provide the medication in its original container (with the pharmacist's label for prescriptions). Medications will not be provided by the center.

Parent/Guardian Signature _____

Date _____

KA does not discriminate on the basis of a person's religion, color, race, gender, sexual orientation, age, national origin, disability, Vietnam-era status, or any other factors protected by law. Toilet training is not an eligibility requirement for enrollment. Contact Inclusion Services to assist with special needs or reasonable accommodation issues.

Date revision effective
page 2 (Care Information)

Parent/Guardian Signature _____

Center Director Signature _____

Enrollment Agreement

Childs Name

MEDICAL POLICIES

1. I understand that I will be asked to provide the center with updated immunization information for my child. If I wish to request a religious or medical exemption to KA's practice of securing immunization information, I understand my request must meet state child care licensing regulations.
2. I may also be asked to provide additional medical information as required by state child care licensing regulations. I understand that my failure to provide this information may result in a suspension of services.
3. I agree to promptly provide information to the center regarding any conditions, illnesses, allergies, or other special needs that may require specific care or attention and agree to provide additional documentation as needed.
4. If the center staff notifies me that my child is ill, I must pick up my child as soon as possible and no later than one (1) hour after being contacted.
5. If my child contracts a reportable contagious disease, my child may return only with a physician/health care professional's note indicating that my child is no longer contagious. My child must also meet all the requirements set forth in the KA Handbook regarding illness guidelines.
6. In case of a medical or other emergency while my child is under the center's supervision, I understand that center staff will attempt to contact me immediately; however, in the event that I cannot be reached, or when a delay may further jeopardize my child's health, I hereby authorize center staff to act on my behalf and to take the emergency measures including those listed below if deemed necessary by center staff or by medical authorities for the care and protection of my child. I authorize KA to:
 - Consult the physician or dentist named on the previous page if I cannot be reached.
 - Administer first aid and/or cardiopulmonary resuscitation.
 - Transport my child via ambulance or other emergency medical service to a local hospital or other urgent care facility, if deemed necessary by paramedics, police, or other emergency personnel.
 - Obtain any emergency medical or dental treatment deemed necessary by medical authorities.
 - Transport my child to a local emergency shelter in the event of an emergency evacuation of the center.
7. If I wish to request a religious or personal exemption to KA's practice of securing necessary emergency medical treatment, I understand state child care licensing authorities must be consulted to determine if such an exemption may be granted.

CENTER HOURS OF OPERATION

The center is open from _____ a.m. to _____ p.m., _____ through _____. The center will be closed in recognition of the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day.

The center's hours and holiday schedule may vary and may be changed at any time. In addition to holiday closures, we dedicate time every year for employees' professional development and training. Please see your Center Director for information on when your center will be closed for these training days. Tuition is not reduced as a result of center closures.

If I or other authorized persons fail to pick up my child and/or contact the center, and I or other authorized persons cannot be reached, center staff, within thirty minutes after closing time or in accordance with state child care licensing regulations, may release children to the custody of child protective services or other local authorities.

The center will be open whenever possible on a regularly scheduled day, during normal hours. The procedure for notifying families should severe weather or other conditions prevent the center from opening on time or at all will be posted. If it becomes necessary to close early, it will be my responsibility to arrange for my child's early pick-up.

I agree to notify the center staff by 9:00 am when my child is absent. I must notify the center staff if my school-age child does not need to be picked up from school or will not arrive by scheduled school bus on a particular day.

Date revision effective page 3

(Medical Policies and Hours of Operation)

Parent/Guardian Signature

Center Director Signature

Enrollment Agreement

Childs Name

TUITION

I understand that my weekly/monthly tuition fees are as follows:

- ☐ Weekly
☐ Monthly

TUITION CHILD 1	TUITION CHILD 2	DISCOUNT AMOUNT	DISCOUNT TYPE	TOTAL TUITION
\$		\$	\$	\$

FEE SCHEDULE AND FINANCIAL TERMS

1. If my child regularly attends school (K-6th grade) and school is not in session due to school holiday, snow, etc., I agree to pay an additional fee of \$_____ for each day my child attends the center all day. The additional fee is charged only when, during a school week, my child's school has a scheduled day off or an unscheduled day off due to weather or other unforeseen events. When school is not in session for the entire week, the full-time tuition is \$_____. Due to limited space, building capacity, and scheduling purposes, school age space on school days off is available on a first come first serve basis and this must be scheduled in advance. I agree to notify the center in advance of any additional days that my child will be in attendance.
2. A late pick-up fee of \$_____ per child will be assessed when a child is left beyond the center's operating hours. The late pick-up fee does not constitute an agreement to provide afterhours service.
3. Tuition fees are not subject to pro-ration for illness, holidays, or emergency closure of the center. If the hours my child attends change in any way, I will notify the center immediately so appropriate staffing may be arranged.
4. I agree to pay the full tuition fee even if my child is absent for one or more days.
5. All tuition is due in advance of services rendered. In-center tuition payments received after the close of business the Friday prior to service shall be assessed a late fee. Online tuition payments received after 3 PM EST the Thursday prior to service shall be assessed a late fee. If tuition is not paid in advance as listed above, a late fee of \$_____ will be charged.
6. A nonrefundable annual registration fee of \$_____ is due at the time of enrollment and payable each year on or before August 1st. If my child has withdrawn from the program and subsequently re-enrolls, a new registration fee is due at that time.
7. Accounts two weeks in arrears may result in immediate termination of service; however, upon payment, enrollment may be reinstated with applicable paid tuition and registration fee. Accounts in arrears may be referred to a collection agency. In the event an account is sent to collections, I will be responsible for the balance of my account and any reasonable collection and attorney fees and costs associated with the collection of the account. In the event that an account is in arrears or shared payment of an account is in dispute any part of the arrears payment not paid will be the responsibility of the parent/guardian.
8. My child may have the opportunity to participate in special programs or field trips. At our centers, summer programs are offered, and a summer activity fee may be charged. Field trips and special programs may result in an additional fees and may require completion of a specific permission slip.
9. Two weeks' written notice is required prior to the last day of attendance. If I do not give proper notice, I agree to pay any fees or full tuition that may be due for the final two weeks regardless of my child's attendance. I also understand any prepay balance of \$25 or less which remains at the time of my child's disenrollment will not be remitted to me unless requested in writing within 90 days.
10. I authorize KA to initiate electronic debits to my checking account for each check presented by me to KA for payment. If any check or electronic payment is returned unpaid, I acknowledge that KA will attempt to collect on the returned check electronically up to two additional times. I authorize KA to electronically debit my account for the amount of any returned item. I understand that I will be charged a returned item fee in the maximum amount allowed by state law. Additionally, upon written notice from KA, I authorize KA to initiate one-time ACH debits to my checking account for any amounts owed that become past due. These authorizations will remain in full force and effect until KA has received written notification from me of the termination of my authorizations.
11. Payments from families with prior unpaid returned checks must be in the form of a money order or cashier's check. Families with returned check activity may be subject to immediate termination of services.
12. Families reserving a space for a newborn are required to pay a registration fee and deposit of one week tuition, this reserves your space for a specific time period. If you do not enroll within this time frame, your deposit and registration fee and spot reserved is forfeited. If you wish to enroll at a later date, a new registration fee and deposit is required.
13. Any family receiving subsidy care is required to provide us with a copy of all communications received from this agency. In addition, they are financially responsible for any amounts not paid by the subsidy agency.

SCHEDULED ATTENDANCE AND MEALS

Tuition fees are based on the following scheduled attendance. I understand I will be charged additional tuition if my child's attendance increases beyond their regularly scheduled attendance.

FOR OFFICE USE ONLY	DAY	HOURS OF CARE (i.e., 8 am-5 pm)	MEALS (please circle)	MEAL DEFINITION:
	Monday		B A L P	B = Breakfast
	Tuesday		B A L P	A = AM Snack
	Wednesday		B A L P	L = Lunch
	Thursday		B A L P	P = PM Snack
	Friday		B A L P	

Parent/Guardian Signature _____ Date _____

Center Director Signature _____

Date revision effective page 4 (Financial Information) _____

Parent/Guardian Signature _____

Center Director Signature _____

Enrollment Agreement

Other Terms and Certifications

Child's Name

OTHER TERMS

1. I will promptly update any information provided for in this Agreement if such information changes.
2. I consent to KA communicating with me by telephone, e-mail, or other means. Written communication may be sent home with emergency contact and release persons when necessary.
3. I understand that in an effort to maintain the professional status of center staff and prevent any potential conflict of interest, babysitting by center staff members is discouraged. However, should I hire any center staff members, it must be outside the center premises and with the understanding that such arrangements and payment for services are solely between me and the center staff member. The center and KA do not sanction the arrangements, and I agree to hold KA harmless from any such arrangement. If a center staff member chooses to baby-sit for an enrolled child, the center staff member and I must request and sign a KA Babysitting Liability Release Form to be kept in the child's file.
4. State child care licensing regulations are on file at the center and are available for review upon request. Certain state child care licensing regulations have requirements in addition to those contained in this Agreement.
5. A child may be disenrolled by KA without prior notice if, in the sole opinion of KA, it is in the best interest of the child or KA.
6. KA reserves the right to alter its policies and program at any time. Center management does not have the authority to alter or modify the terms of this Agreement (other than inserting information where required) either verbally or in writing.
7. KA will provide you with a Family Handbook of which a portion is incorporated into this Agreement. The terms of this Agreement, including the tuition and fees, are subject to change in whole or in part by the center with 30 days notice. This Agreement may be terminated by the center at any time.
8. Any dispute or claim arising out of or relating to this Agreement shall be submitted to nonbinding mediation prior to the commencement of arbitration, litigation, or any other proceeding before a trier of fact. The parties agree to act in good faith to participate in mediation and to identify a mutually acceptable mediator. If a mediator cannot be agreed upon by the parties, each party shall designate a mediator, and those mediators shall select a third mediator who shall act as the neutral mediator to assist the parties in attempting to reach a resolution. All parties to the mediation shall share equally in its costs.

CERTIFICATIONS

Walking Trips

I give permission for my child to leave the center for outdoor exercise and educational purposes, with the understanding that my child will be accompanied by center staff and under proper staff supervision at all times. (If required by individual state child care licensing regulations, I will be given a specific permission slip for each walking trip.)

Parent/Guardian

Signature _____

Date _____

Transportation

I give permission for my child to participate in and to be transported while under proper staff supervision at all times for field trips, to and from school, educational excursions and other center sponsored activities. I will be given a specific permission slip for each off-site field trip. Off-site field trips and all transportation of children will meet state child care licensing regulations and center policies including minimum-age requirements.

Parent/Guardian

Signature _____

Date _____

Water Activities

I give permission for KA to include my child in supervised water activities, including water activities at the center. I will be given a specific permission slip for all off-site water activities. Water activities will meet state child care licensing regulations.

Parent/Guardian

Signature _____

Date _____

Photographs/Videotape

I understand that my child may on occasion be photographed by Kinder Academy staff for purposes of classroom scrapbooks, collages, individual child portfolios, center bulletin boards, use on check in computers, etc.

I certify that I have read, understand and accept all of the terms and conditions described in this Agreement.

This Agreement will be effective on _____.

PRIMARY PARENT/GUARDIAN SIGNATURE

DATE

CENTER DIRECTOR SIGNATURE

DATE

GREY AREAS ARE FOR OFFICE USE ONLY

- ☐ Enrollment Agreement
- ☐ Medical Information form, if applicable
- ☐ State-specific licensing forms, if applicable
- ☐ Family Handbook (*new enrollees only*)
- ☐ Infant or Toddler Intake Form, if applicable

Date revision effective page 5
(Other Terms/Certifications) _____

Parent/Guardian Signature _____

Center Director Signature _____

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COMPLAINT EXHIBIT 2

ENROLLMENT PACKET



2018-2019

Enrollment Packet



Welcome to Kinder Academy!

We are excited to have your family join us and look forward to being part of expanding your child's social, emotional, cognitive, and physical development!

Please be sure to review your parent handbook for our policies, rules, and regulations. These guidelines are enforced to ensure the health, safety, and well-being of not only your child, but all children within our care. If, at any time, you have a question or concern, please call or email us. We want your experience at Kinder Academy to be pleasing and comfortable!

Enrollment Information

You will find the following forms in your enrollment packet:

- Emergency contact form
- Kinder Academy Agreement
- Child Health Assessment
- Food Program form
- IEP/IFSP sign off
- Diaper cream permission form
- Text/email alert form
- Getting to know you form
- Nondiscrimination form

Our mission at Kinder Academy is to provide a healthy, safe, and nurturing environment for all children. We strive to teach children skills that will prepare them for their futures within Kinder Academy and beyond by providing quality care and pursuing standards that surpass those of the established child care fundamentals.

All tuition is based on the contracted rate (found on the agreement form). This amount is due by the Friday PRIOR to care week. A \$5.00/day late charge is added to any payments received after 6:30 PM on the Friday PRIOR to care week. In the event that your child is absent or the center is closed (including holiday closures), tuition remains the same. We also have ACH payments available directly through Kinder Academy.

Please be sure to provide us with your email address. Kinder Academy uses email to provide monthly newsletters, calendars, menus, and other pertinent information. It is crucial for us to have your current email on file and for you to check it frequently. In the event that you do not use email, please let us know so that we can get you the information you need in a different format.

Please note that it is a state regulation from the PA Department of Public Welfare for all forms to be completed in their entirety for your child/ren to attend Kinder Academy.

The Child Health Report must be completed by your child's physician and can be based on their most recent well child visit/check-up as long as it has been less than one year from last well child visit. This form needs completed every 6 months until the child is 2 years old. Once they are two, a health assessment is due annually.

The Emergency Contact/Parental Consent must contain a total of SIX signatures. Six signatures are needed under the **"PARENT'S SIGNATURE IS REQUIRED FOR EACH ITEM..."** section and once again at the bottom of the form. This form is reviewed and signed every 6 months as well as the agreement form.



Tuition Rates

Robinson 412-275-3633

	Extra Day	Two Days	Three Days	Four/Five Days
Infant (6 weeks – 11 months)	\$81	\$156	\$211	\$259
Young Toddler (1 year)	\$80	\$153	\$206	\$254
Older Toddler (2 years)	\$75	\$146	\$199	\$245
Pre-School (3 – 5 years)	\$71	\$138	\$186	\$230
School Age	\$69	\$125	\$160	\$200

Before **OR** after school only \$17.20/day or \$86.00/week

Before **AND** after school \$30.00/day or \$150.00/week

We offer a 20% discount for siblings of families who are enrolled **FULL TIME (4/5 Days)**.

A 10% discount for siblings of families enrolled **PART TIME (2/3 Days)**.

The discount is taken from the tuition total of oldest sibling.

We also offer a 5% discount for payments for the in advance for the month for full time students.

One discount option per family

\$50 Annual Registration Fee/\$75 Annual Registration Fee per Family

Registration spots will be held for up to 2 weeks prior to enrollment. Payment of the registration fee and first week's tuition is due upon registration and is required to secure your child's enrollment in our program. If you decide not to begin enrollment, your registration fee and tuition payment will not be refunded.

Late Payment fees \$5/per day. Late pick up fees of \$1/minute after closing time. Tuition includes 10 hours of care per day. A fee of \$10 is charged for children who attend over 10 hrs. Tuition is due the Friday before care, monthly payments are due the first Friday of the month. Schedule changes are only considered on availability of ratio space/staff coverage and require prior approval. In the event of a schedule change, a pro-rated fee will apply for the additional day.



INDIVIDUALIZED EDUCATION PLANS (IEP) AND
INDIVIDUALIZED FAMILY SERVICE PLANS (IFSP)
INFORMATION SHEET

Because of the diverse set of needs of the children in our program, it is important to gather as much information about the best ways to educate each child. IEP's and IFSP's are created by service providers working with children with special needs and include this information. The Keystone STARS Performance Standards therefore require each early learning provider to request copies of IEP's and IFSP's for the children in their care. Because of the importance of the IEP/IFSP to a child's learning, the program should have a copy before the child begins to attend, if possible. The information found on an IEP/IFSP is protected by privacy laws including the Health Insurance Portability and Accountability Act (HIPPA). Releases of information may also be required to speak to members of a child's treatment team. Professional development regarding privacy issues, and HIPPA in particular, is highly recommended. Your child's growth and development is measured with developmental assessments. If your child currently has an IEP/IFSP, it would be beneficial to share a copy of this plan with us so we can work together to ensure that the guidelines are put into practice. You do not have to provide this information if you do not wish to do so.

_____ I am providing a copy of my child's IEP or IFSP.

_____ I am not providing a copy of my child's IEP or IFSP.

_____ This is not applicable to my child.

Parent/Guardian Signature _____

Printed Name _____ Date _____

Text and Email Alerts

Mother's Name_____

Mother's Email_____

Mother's Cell Phone_____

Cell Phone Provider_____

Father's Name_____

Father's Email_____

Father's Cell Phone _____

Cell Phone Provider_____



Automated Payment Processing Safe – Convenient – Easy

We are excited to offer the safety, convenience and ease of Tuition Express™ – an automatic payment processing system that allows on-time tuition and fee payments to be made from your bank account.

ELECTRONIC FUNDS TRANSFER AUTHORIZATION FOR **BANK ACCOUNT** AUTHORIZATION

I (we) hereby authorize _____ (business name) to initiate debit entries to my (our) Checking or Savings Account indicated below. To properly affect the cancellation of this agreement, I (we) are required to give 10 days written notice.

Credit Union Members: Please contact your Credit Union to verify account and routing numbers for automatic payments.

Your Name _____		Phone # _____	
Address _____		City _____	State _____ Zip _____
Bank or Credit Union Name _____			
Bank or Credit Union Address _____		City _____	State _____ Zip _____
		<input type="checkbox"/> Checking	<input type="checkbox"/> Savings
Routing Transit Number (see sample below) _____		Account Number (see sample below) _____	
Signature _____		Date _____	
<input type="checkbox"/> Check if you wish to make online payments			

For Official Use Only

Date Received

Employee Signature

John Sample Mary Sample 123 Nice Street Anytown, USA		BANK OF THE WEST 555-555-5555	00226
Pay to the order of: Attach Voided Check Here		\$	
Deposit slips not accepted		Dollars	
12345678901	10003300*	0026	
Routing Number	Account Number	Check Number	

A service of



Getting To Know You

Child's Name: _____

Enrollment Date: ____/____/____

What are your expectations of our program?

Does your child have a nickname: **Y/N**

If yes, what is it? _____

What are some (if any) nicknames used for family members?

Does your child have any siblings? **Y/N** If yes, what are their names and ages?

Please briefly describe your home demographic: (i.e.: names & relationships of those living in household etc...) _____

Does your child have any pets? **Y/N** If yes, please tell us what type & their name(s)

Tell us about your child's favorite:

Toy _____ Character(s) _____ Book _____

Song(s) _____ Games _____ Foods _____

Has your child ever attended daycare/preschool /social setting? **Y/N**

If yes, where? _____ How long? _____

Is there a reason for leaving that program that you would like to share with us?

Do you have any of your child's records from that program? **Y/N** If yes, would you provide them for us? **Y/N**

How does your child typically respond to other adults? _____
_____ Children? _____

Does your child have:

...any fears that we should know about? **Y/N** If yes, please
describe _____

...any habits that we should know about? **Y/N** If yes, please
describe _____

... a security item? **Y/N** If yes, please
explain _____

...allergies? **Y/N** If yes, please list type and treatment

...any imaginary friends? **Y/N** If yes, please describe

...any special needs (medical, developmental, social, health, dietary)? **Y/N** If yes, please
describe _____

...an IEP (Individualized Education Plan) or IFSP (Individualized Family Service Plan)? **Y/N**
If yes, please provide a copy.

What program or individuals work with your children in regards to these special needs?

Would you sign a release of information with them so they can speak with us about how to
provide enhanced support to your child? **Y/N**

What is your child's typical:

Wake time _____ Bed Time _____ Nap Time _____ How long/nap? _____

Breakfast _____ Lunch _____ Dinner _____ Snacks _____

Is your child potty trained? **Y/N** If yes, do they need to be reminded to go? **Y/N**

Any special terminology for private parts? **Y/N** If yes, please describe. _____

Please provide any information about your family's culture, ethnicity, language, or religion that is important for us to know?

Would you and your family like to be a resource for any cultural awareness activities? **Y//N**

If yes, in what capacity?

Are you willing to be a volunteer in our classroom, share talents, and/or interests?

Y/N

If yes, what are your talents and/or interests?

What times and at what number are best for us to reach you in regards to volunteering?

Does your child have a parent who is absent from your home? **Y/N**

Are there any legal custody standings that we should be aware of? **Y/N**

If yes, please explain:

Please list any questions/concerns.

If you would like to schedule a meeting with your child's teacher or the Director to talk about your child's needs, please feel free to do so at any time!





TO: Parents and/or Guardians

FROM: Site Director

SUBJECT: Nondiscrimination in Services

Admissions, the provision of services, and referrals of clients shall be made without regard to race, color, religious creed, disability, ancestry, national origin, (including limited English proficiency), age or sex.

Program services shall be made accessible to eligible persons with disabilities through the most practical and economically feasible methods available. These methods include, but are not limited to, equipment redesign, the provisions of aides, and the use of alternate service delivery locations. Structural modifications shall be considered only as a last resort among available methods.

Any student and/or their guardian, who believes they have been discriminated against, may file a complaint with any of the following:

Kinder Academy of Robinson
1476 Old Steubenville Pike
Pittsburgh, PA 15205

Department of Public Welfare
Bureau of Equal Opportunity
Room 225, Health & Welfare Building
PO Box 2675
Harrisburg, PA 17110

U.S. Dept. of Health & Human Services
Office of Civil Rights
Suite 372, Public Ledger Bldg
150 South Independence Mall West
Philadelphia, PA 19106-9111

PA Human Relations Commission
301 Fifth Avenue
Suite 390, Piatt Place
Pittsburgh, PA 15222

Commonwealth of Pennsylvania
DPW/Bureau of Equal Opportunity
Western Regional Office
301 Fifth Ave – Suite 410, Piatt Place
Pittsburgh, PA 15222

Parent/Guardian Signature

Date

DIAPER CREAM APPLICATION RELEASE FORM

Child's Name: _____

Date ____/____/____

Diaper cream brand/name: _____

Application will be as per directions on original container, unless otherwise specified in writing by child's physician.

Applications will be noted on child's daily report card.

Dates for administration: ____/____/____ to ____/____/____ (up to four months)

I give permission to administer diaper cream to my child as stated above.

Parent Name - Print

Date ____/____/____

Parent Signature

COMPLAINT EXHIBIT 3

KINDER ACADEMY CENTER POLICIES

Kinder Academy

CENTER POLICIES

*Please note, emergency closings are listed on the following:
facebook.com/KinderAcademyPGH
Pittsburgh - KDKA News Radio 1020 and KDKA Channel 2 Television*

www.kinderacademypgh.com

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Please read our policies entirely before you enroll your child into our program.

We cannot make exceptions to our policies under any circumstance, so please feel free to call the Center Director with any questions. Kinder Academy reserves the right to modify center policies and tuition rates when necessary. Parents are responsible for maintaining a current copy of the center policies; copies are available at the center.

DAYS AND HOURS OF OPERATION

CENTER HOURS

- Our center is open Monday through Friday, from 6:00 am to 6:30pm.
- Children must be picked up by 6:30 pm. A late fee of \$1.00 per minute for pick up after 6:30 pm will be assessed to your account. The late pick-up fee will be automatically charged to your account.

EXTENDED CARE

- Tuition rates include a maximum of 10 hours of child care per day. \$10.00 per day will be billed to your account if you exceed the 10 hour maximum.

HOLIDAYS

- We are closed on the following holidays:
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Day
 - New Year's Day
 - Good Friday
 - Memorial Day
 - Independence Day
 - We will close at 3pm on both Christmas Eve and New Year's Eve
- Tuition accounts will not be credited for holidays. This policy is standard with most reputable child care centers in the area and reflects the center's ongoing operating expenses.
- We may close up to 3 additional days per year, to provide in-service training days for our staff. Families will be notified at least 60 days in advance of any closure for training purposes.

WEATHER & EMERGENCY CENTER CLOSINGS

- In the event of inclement weather or other emergency situation, every effort will be made to keep the center open. If the center must close, we will provide notification via text alert through our automated emergency alert system and on our Facebook Pages. In addition, we will request that Kinder Academy be specifically mentioned on KDKA. We are not responsible for mistakes in the school closing announcements.
- While it is impossible to anticipate every circumstance of a potential emergency, we do have the following general guidelines in place:
 - **At all times:**
 - In the event of a utility outage (power, gas, and/or water) prior to 6:00 am, the opening of the center will be delayed.
 - If still without utility service at 11:30 am, the center will remain closed for the day.
 - **During the winter months:**
 - In the event of a utility outage during normal business hours, the center will announce its decision to close after 30 minutes.
 - Parents will be notified by phone, email, and / or text alert, and required to pick up their children.
 - **During the summer months:**
 - In the event of a power outage during normal business hours, the center will remain open. As a courtesy, parents will be notified after 60 minutes.
 - In the event of a water outage during normal business hours, the center will announce its' decision to close after 60 minutes. Parents will be notified by phone and required to pick up their children.
- If our center closes due to the weather, utility outage, or emergency situation, regular tuition charges will apply. This policy is standard with most reputable child care centers in the area.

REGISTRATION & PAYMENTS

INITIAL REGISTRATION

- Upon registration, your account will be billed a registration fee and your child's first week's tuition.
- Payment of the registration fee and first week's tuition is due upon registration and is required to secure your child's enrollment.
- If you decide not to begin enrollment, your registration fee and tuition payment will not be refunded.
- Upon registration and throughout enrollment, parents must notify the center in writing of any special needs, including but not limited to allergies, medical conditions, dietary restrictions and disabilities; such knowledge is necessary to provide proper care for your child.
- Parents are also responsible for keeping emergency contact information up to date. We utilize and emergency alert system and it is extremely important that we have updated information to ensure each family receives these alerts.

ANNUAL ENROLLMENT

- Annual enrollment is required for each child in our program. A registration fee is assessed each August. The fee is \$50 per child or \$75 per family. This amount is automatically charged to your account the first week of August and due the first Friday in August.

PAYMENTS / DISCOUNTS

- **Tuition is due in advance:** Tuition may be paid weekly, biweekly, or monthly as long as it is in advance. Payment is due by Friday before care. If your payment is late, a late fee of \$5.00/day will be automatically charged to your account.
 - **Automatic Payments:** For your convenience, we accept ACH debits from checking accounts, savings accounts and flexible spending accounts through Tuition Express. By enrolling in 'Automatic Payment' you are agreeing to have your account automatically debited on a weekly, bi weekly, or monthly basis. Enrolling in 'Automatic Payment' requires completion and submission of the 'ACH Debit Authorization' form, providing a voided check, and compliance with all terms out-lined therein. If your account is consistently paid late you may be required to enroll in Tuition Express.
 - **Checks:** Please indicate your child's first and last name on your check. Checks returned unpaid from your bank will result in a \$45 Returned Item Fee billed directly to your account. Appropriate late payment charges will also apply. The Center Director may also require you to make future payments by ACH debit.
 - **Account Receipts and Statements:**
 - Current Account Information: You may view your payment account online through our software program. For record keeping purposes, the person who signs the enrollment contract is designated as the 'Primary Guardian'. You may also request printed monthly statements.
 - Past Account Information: You may request a year-end statement for tax purposes, given that your account is paid up-to-date. For account statements for prior years' attendance (more than two years ago), please make a written request to our accounting department and include a \$50 processing fee; requests for prior years may take several weeks to process.
 - **Monthly Payments:** If you choose to pay monthly you are entitled to a 5% discount. These payments must be made by the first Friday of the month and must include your weekly tuition for each Friday in the month to receive the discount. Only full time families may receive the monthly discount. Families may receive only a monthly discount or a sibling discount.
 - **Sibling Discount:** We offer a 20% discount off of the oldest sibling's tuition for full time families. If either sibling attends part time there is a 10% discount available, taken from the oldest child's weekly tuition.
 - **Payments 2 weeks in arrears will be cause for termination from our program and referred to a collection agency and magistrate.**
-

GENERAL CENTER POLICIES (Listed Alphabetically)

ABSENCES

- We do not provide tuition refunds or reductions for absences due to illness or other reason. This policy is standard with most reputable centers, given that centers' operating expenses remain constant.
- As a courtesy, we request that you call the center to inform us if your child will be absent. Your notification allows our teachers to begin the daily activities on time and eases our concern for your child's well-being.

ADDING & SWITCHING DAYS

- You may add additional days to your child's schedule, provided that space is available and your account is paid up-to-date. Please call the Center Director as soon as you know that you will need child care for an additional day. If you add a day, your account will be charged the appropriate tuition fee. Refunds will not be given should your child not attend on this added day for any reason.
- Switching days cannot be permitted, as it is difficult to schedule teachers, plan menus and run an efficient center.

ALLERGENS

- Kinder Academy cannot guarantee an environment free of any allergens, including peanuts, peanut oil and peanut dust. It is impossible to control the peanut residue that can linger on children's hands, on classroom furniture, or on items that children bring from home. We do attempt to minimize the risk of allergen exposure by:
 - Prohibiting the sharing of food or utensils;
 - Requiring store-bought treats/food items with ingredients listed, and
 - Washing and sanitizing tables where meals are served.
- Parents of children with allergies should consult with their physician and with the Center Director to properly assess the child's needs, and his/her ability to participate in our program. Students with allergies must have an 'Allergy Action Plan' on file as well as an Epi-Pen if required.

ARRIVAL & DEPARTURE TIME; PICK-UP AUTHORIZATIONS

- Your child must be escorted into the building every morning, signed in and taken to the appropriate classroom. Please hang up your child's jacket and place belongings in his/her cubby when entering the classroom.
- Parents/guardians are responsible for clocking your child in and out daily using the computer in the lobby. Each family is provided with a code.
- Children must arrive prior to 10:00 am.
- Please adhere to your regular pick up and drop off times or notify the office of any change in schedule.
- Your child will be released only to those persons specified on the signed parental agreement form; valid photo identification is required. No person under the age of eighteen, including family members, may pick up your child from the center.
- In shared custody or divorce situations, parents should provide a mutually agreeable list of persons authorized to pick-up. If a mutually agreeable list is not provided, Kinder Academy will allow parents, stepparents and grandparents to pick-up, unless otherwise prescribed by the court of jurisdiction.
- Please provide Kinder Academy with copies of any court ordered custody agreements.
- Parents are responsible for keeping their pick up authorization information up-to-date. The center must also be notified in writing if someone other than those authorized will be picking up your child from the center.
- When leaving, please sign out your child and take his/her belongings home (art projects, notes and toys from home).
- After signing out, you are welcome to stay and enjoy our center with your child; however you assume complete responsibility for your child's supervision when doing so.
- Arrival and pick-up times often become very busy. Please make an appointment with the Center Director, for lengthy discussions concerning your child.
- Our parking lot can be a busy place at certain times of the day. Please help us in providing a safe environment by holding your child's hand at all times and driving slowly in our parking lot.
- Pennsylvania State Law indicates that vehicles may not be left running in our parking lot, nor should children be left unattended in a vehicle.

ASSESSMENT

- Informal observations of your child's participation in classroom activities provides our faculty with insight about his/her developmental growth. Specifically, our faculty documents your child's demonstration of age appropriate behaviors and characteristics as a means of assessing his/her progress.
- Observations are recorded formally twice a month on monthly checklists. These forms are filed in your child's cumulative portfolio, in their classroom. The portfolio moves with them as they grow throughout our program and will contain works of art, pictures, and the assessments. The files are always available for you to review.
- Parent / Teacher conferences are held twice annually as a means to discuss your child's progress, goals, and to share the documentation and assessments we have collected for your child. Parents are given choices about meeting times and only need to schedule a meeting if Parents or Teachers feel it necessary. Meetings can be held at any time throughout the year at parent request or Teacher/Director request.

BABYSITTING AFTER HOURS; HOLD HARMLESS; PROCUREMENT FEE

- We discourage our employees from making babysitting arrangements with enrolled families.
- If you enter into an agreement with a Kinder Academy employee to babysit your child outside of our center:
 - You understand that the sitter enters such agreement as a private citizen and not as an employee of Kinder Academy.
 - Kinder Academy does not assume any responsibility for its employees in any such agreement.
 - You agree to hold Kinder Academy harmless for any action which results from such arrangement.
 - If you enter into an independent child care arrangement with a Kinder Academy employee or family of a child enrolled during your child's enrollment period at Kinder Academy or within 6 months thereafter, and this arrangement results in our employee or family leaving our center, you will be billed a \$2,500 procurement fee (finder's fee). You also agree to the conditions set forth above.

BEHAVIOR MANAGEMENT

- Kinder Academy is committed to the well-being of each and every child. In order to provide a safe, loving, and stimulating environment for all enrolled children, we expect a reasonable degree of cooperation from each child and parent.
- Our goal is to create an environment that minimizes the need for disciplinary action. Our faculty members therefore have age-appropriate expectations for children's behavior, and are consistent and supportive in their efforts to help children manage their own behavior.
- If efforts to re-direct inappropriate behavior are unsuccessful, our teachers will use a gentle "time away" policy for discipline. The child is briefly removed from the group's activities and is allowed time to regain composure. The teacher makes sure the child understands the reason for the "time away" and helps him or her to re-enter the group in a positive manner.
- Kinder Academy follows guidelines set forth by the Pennsylvania Keystone Stars Program that forbid any type of harsh or negative discipline policies.
- If "time away" becomes a regular necessity and appears to be ineffective, a parent/ teacher conference should be held to discuss the situation. If there is little or no improvement and the child's behavior becomes a detriment to the rest of the group, termination of enrollment may become necessary.
- In all situations, our faculty will partner with you to provide your child with consistent, positive support. We therefore ask you to join us in modeling positive behavior for all children in our care, and to avoid using developmentally inappropriate language or discipline strategies at the center.
- Kinder Academy maintains staff to child ratios set forth by DPW. We are not in a position to provide 1 on 1 care for a child.
- Kinder Academy opens it's doors to outside behavioral services such as The Alliance for Infants and Toddlers, Dart, children with therapeutic support staff, and behavioral support staff.
- Kinder Academy may recommend aboved named resources if we feel that your child may benefit from said services.
- Kinder Academy reserves the right to terminate any child with behavior that constitutes a safety risk to staff or other children at any time.

GENERAL CENTER POLICIES (Continued)

BIRTHDAYS

- Our company policy prohibits homemade treats due to food allergies; we must be able to read the label of the treat or snack you bring in. You may opt to bring in a store-bought cake or snack. If you intend to supply a special treat, please let us know ahead of time.
- You may bring in a clown, magician or other entertainer with prior approval from the Center Director. Also, please make sure that your hired entertainer provides an insurance certificate naming 'Kinder Academy' as the certificate holder.
- We celebrate each child's birthday.

BITING POLICY

- While biting is a common developmental stage, particularly for toddlers who may use biting as a form of communication, it is nonetheless an unpleasant and unacceptable behavior. Our faculty strives to minimize biting incidents by providing a safe, supervised environment and by empowering children to use more acceptable means of communication. However, despite our best efforts, it is likely that your child may be bitten at some time.
- When a biting incident occurs, our faculty's first priority is tending to the needs of the child who has been bitten. To help the child who bit better understand his actions, the teachers often include him in their efforts to comfort the child who was bitten (i.e., by giving a hug, apologizing, and/or offering an ice pack or cold compress). We will also document the incident with our center's Incident/Accident Report, which is shared and signed by parents and filed in the office. Parents may have copies of injury reports if they so wish.
- We do maintain confidentiality in all biting incidents, so the report will not include the name of the other child who was involved.
- If your child bites, our faculty will work with you to try to correct the problem. However, if the behavior does not improve in a reasonable amount of time, termination of enrollment may be necessary.

CELEBRATIONS & HOLIDAYS

- Our students are a diverse community of learners. We embrace opportunities to introduce the children to customs, traditions, holidays, and other celebrations that are important to their peers.
- You are encouraged to share your family's experiences with your child's class, and are always invited to participate in our celebrations and events.

CLASSROOM PLACEMENT & TRANSITION

- Kinder Academy accepts children ages 6 weeks through 12 years. Upon enrollment, your child will be placed in the appropriate classroom based upon his or her chronological age.
- For brief periods of time in the early morning and late afternoon, certain age groups may be combined. Please ask the center director for specific information on which classroom your child should be dropped off and picked up from.
- Your child's advancement to the next classroom will be based on his or her chronological age, developmental readiness, and availability of space. To help children feel comfortable in new classroom placements, they are introduced to the new classroom teacher and visit the new classroom for short periods of time in the weeks preceding the transition. You will receive a Transition letter from the Center Director prior to the transition. The Transition process usually takes a month total.

CLOTHING, DIAPERS & ITEMS FROM HOME

- **Infants:** Please provide an adequate supply of disposable diapers and wipes. Additional items should include bibs, ointments, at least two changes of labeled clothing and appropriate outdoor wear. Bottles are to be labeled with the child's name and last initial. If using breast milk, we will ask you to place a colored band around the bottle.
- **Toddlers:** Please provide an adequate supply of disposable diapers and wipes. You should also provide two changes of labeled clothing and appropriate outdoor wear.
- **Toilet Training:** Toilet training begins when your child is in the two year old room, being that the bathroom is easily accessible. Potty training prior to the two year old room cannot be accommodated due to the lack of bathroom accessibility. The classroom teachers will work with you and your child to make potty training as successful as possible, but we ask that you reflect our efforts for potty training at home as well. Parents must provide Velcro pull apart pull ups during potty training so that the teachers can follow proper diaper changing procedure.
- **Ages 3-5:** Please keep a complete set of labeled clothing at the center. If you bring home a soiled set of clothing, please replace the extra set the next day. Please provide the appropriate outdoor clothing for each season. If your child is still potty training please provide Velcro pull apart pull ups and wipes. Children must be potty trained by the Preschool 4 year old room due to lack of changing table.
- **School Age:** Please provide appropriate outdoor clothing for each season. If you would like to leave an extra pair of clothing it must be labeled.
- We use messy art and craft supplies every day to produce our masterpieces. Smocks are provided, but please dress your child appropriately for everyday art and craft activities. Our products claim to be washable; however Kinder Academy is not responsible for damaged clothing.
- During rest time, a favorite blanket and/or stuffed animal are welcome; these items should be small enough to fit inside your child's cubby space. These items are sent home every Friday (or if part time, the last day they attend during the week) and washed and returned the first day they attend during the week.
- Your child may bring in one small toy from home on show and share day (the last day of the month, every month).
- Kinder Academy is not responsible for lost items.
- Pennsylvania state regulations prohibit plastic bags, bags with drawstrings, Styrofoam, and glass in our center. Please be aware of this policy when sending in your child's belongings.

CONFERENCE OPPORTUNITIES

- Parent / Teacher conferences are held twice annually as a means to discuss your child's progress, goals, and to share the documentation and assessments we have collected for your child. Parents are given choices about meeting times and only need to schedule a meeting if Parents or Teachers feel it necessary. Meetings can be held at any time throughout the year at parent request or Teacher/Director request.
- We also encourage families to attend our annual open house, Muffins with Mom , and Donuts with Dad.

GENERAL CENTER POLICIES (Continued)

CONFIDENTIALITY

- Kinder Academy respects the right of each family to privacy and confidentiality. Information relating to your child and family will not be released unless written authorization is provided by a parent or legal guardian.
- We do not display last names in our center. Each child's belongings and art work are labeled with a first name and last initial for confidentiality.
- If your child is involved in a biting incident or an altercation with another child, Kinder Academy will not reveal the identity of the other child.
- In the event of suspected child abuse, Kinder Academy will share information regarding the child and family with the appropriate agencies, as required by various federal and state statutes and regulatory rules. All faculty members participate in 'Identifying and Reporting Child Abuse and Maltreatment' training, and are therefore identified as Mandated Reporters.

DISABILITIES, CHILDREN WITH

- Kinder Academy complies with the Americans with Disabilities Act (ADA) and we will provide reasonable accommodations for children with disabilities.
- Kinder Academy will make an individualized assessment about whether we can meet the particular needs of the child without fundamentally altering our program. In making this assessment, Kinder Academy will not react to unfounded preconceptions or stereotypes about what children with disabilities can or cannot do, or how much assistance they may require. Instead, Kinder Academy will speak with the parents or guardians and any other professionals (such as educators, therapists, and health care professionals) who work with the child in other contexts.
- Kinder Academy may exclude children with disabilities from our program if their presence would pose a direct threat to the health or safety of others or require a fundamental alteration of our program.
- The ADA generally does not require child care centers to hire additional faculty or provide constant one-to-one supervision of children with disabilities.
- If special services are required beyond Kinder Academy's legal obligation, and we choose to provide such services, we will charge the parents or guardians accordingly.
- Kinder Academy has prior experience working with outside services such as The Alliance for Infants and Toddlers, Dart, Therapeutic Support Staff, and Behavioral Support Staff. We welcome and support in the classroom that can assist the child and the Teachers within the parameters of our program. If the support should become ineffective and the child become a danger to themselves or others the child may be removed from our program at any time.

ENRICHMENT ACTIVITIES

- Children enrolled ages 2 and up may enroll in Gymagic Bus Fitness enrichment program at an additional charge (if offered on your child's scheduled days of attendance). Please see your Center Director for a list of days and times for these programs.
- Children enrolled ages 2 and up may enroll in the Soccer Shots program, when an 8 week season is running at an additional charge (if offered on your child's scheduled days of attendance). Please see your Center Director for a list of days and times for these programs.
- Kinder Academy offers a music class every week for all age groups.
- Children enrolled may partake in Clay Café pottery at an additional charge (if offered on your child's scheduled day of attendance).
- Kinder Academy has a fire fighter come in during fire safety awareness month, and dentists during dental awareness month.

FIELD TRIPS

- On-site field trips complement our educational program for all ages, and include visits from local cultural organizations such as The Carnegie Science Center, Pittsburgh Zoo, and museums. Also magicians, puppeteers and other entertainers.
- Off-site field trips are an exciting addition to our program for kindergarten-bound pre-k students and school-age children. Transportation for these trips is provided by hired transportation.
- To ensure the safety of all participants, children who participate in off-site field trips must be at least 4 years old, weigh at least 40 pounds, and be reliably toilet trained.
- In advance of each trip, you will be informed of the details, including any applicable fees. You will be required to provide written permission for your child to participate.

FORMS

- Kinder Academy reviews and updates all official forms every 6 months as required by DHS. Child Health Assessments are updated once a year after the child is 18 months of age.
- All forms are available for you in the office parent folders next to the payment box.
- Parents are responsible for notifying the Center Director if any information on the forms needs updated or has changed.
- Certain Kinder Academy forms, including the required medical forms, are available on our website. Visit www.kinderacademypgh.com to view the forms that are currently available online; all other forms are available at the center.

GENERAL AUTHORIZATION

- By enrolling your child at Kinder Academy, you are granting permission for your child to:
 - Take part in all program activities including the use of all indoor and outdoor equipment.
 - Be photographed or videotaped in connection with daily program activities, and have these images displayed in the center, in social media, in Kinder Academy advertisements and promotional materials, in news stories, and used for enrolled families' personal use.

HEALTH POLICIES: MEDICAL STATEMENT

- Your child must maintain an up-to-date medical form, which requires a yearly physical and updated current immunization record for your child. Your pediatrician must use state approved medical forms which are available in the office or www.kinderacademypgh.com.
- Children with asthma and/or allergies are required to have the appropriate 'Action Plan' on file. The 'Asthma Action Plan' and 'Allergy Action Plan' forms are provided in the enrollment packets; additional copies are available from the Center Director.
- It is the parent's sole responsibility to notify the center in writing immediately of any changes concerning allergy and health issues.

GENERAL CENTER POLICIES (Continued)

HEALTH POLICIES: ILLNESS

- In the event your child becomes sick while at the center, you will be promptly notified. We expect that you will come to the center as quickly as possible to take your child home.
- We are a center for healthy children. A child who is not well does not benefit from our program and can adversely affect the health of the class. If you have doubts about your child's health, please keep your child home and contact your family doctor.
- In the event that any of the following occur, we ask that you keep your child at home:
 - Temperature of 101° or above
 - Any fever accompanied by:
 - A deep cough
 - Earache or draining ear
 - Spasms of cough
 - Sore throat
 - Diarrhea or vomiting (your child must be free from these symptoms for 24 hours before returning to school)
 - A rash of any kind until diagnosed, treated or declared harmless by a physician
 - Red, runny or matted eyes – this might be Pink Eye (Conjunctivitis)
 - Severe colds with purulent discharge

Childhood Illness Chart	
Illness	For your child's comfort & well-being, s/he may return when approved by a physician or:
Chicken Pox.....	24 hours after lesions have crusted
Conjunctivitis.....	24 hours after start of treatment (if drainage & excessive tearing have stopped)
Croup.....	After illness has subsided
Diarrhea-Gastro Enteritis.....	24 hours after last loose stool or after 1 normal bowel movement
Impetigo.....	24 hours after start of treatment
Fever.....	24 hours after temperature returns to normal
Influenza.....	24 hours after symptoms subside
Lice.....	24 hours after start of treatment
Strep Throat.....	24 hours after start of antibiotic treatment
Poison Ivy.....	After lesions have dried up
Pinworm or Ringworm.....	24 hours after start of treatment
For any illness not listed above, please contact the Center Director.	

HEALTH POLICIES: MEDICATION & TOPICAL OINTMENTS

- Over-the-counter topical ointments such as diaper or first aid creams, sunscreen or insect repellent may be applied to your child with written parent permission.
- Non-prescription medication may be administered to your child with written parent permission. Non-prescription medication cannot be administered for more than a three day period without physician written approval. Medications such as Tylenol, Motrin, or other off brand fever reducers will not be administered if only treating a fever as we do not have the capabilities of knowing why a child has a fever.
- Prescription medication may be administered with written parent permission and a written order from your child's physician (the label on the medication meets this requirement). All prescription medications must include your child's name, dosage, current date, frequency, and the current name and phone number of physician.
- The written parent permission must specify the dosage and time each medication should be administered.
- All medications and ointments, both non-prescription and prescription, must be in the original container and must be handed directly to a staff member. Medications and ointments must never be left in your child's cubby or with your child to administer on his/her own.
- We will not administer any medications or ointments that are expired.
- We cannot exceed the dosage indicated on the medication label and/or the physician's instructions.
- Our staff will log time and dosage once medication is administered to your child.

INFORMATION CHANGES

- It is the parent's sole responsibility to update the emergency contact information and review the financial agreement at least once every six months.
- Please notify the center immediately of any changes concerning allergy and health issues, home address, pick-up authorizations, and home or work telephone numbers.
- Please notify in any change to regular pick up and drop off time as these times are used to make our center schedule.

GENERAL CENTER POLICIES (Continued)

INTERNET USE

- We use the Internet to take advantage of vast educational resources available for children. We use hardware and/or software for content monitoring and filtering.
- The hardware and/or software that we use blocks access to thousands of websites, web pages, email addresses, and chat rooms which may contain or display offensive language, sexual explicitness, hate themes, or physical violence.
- Even with all the security measures that we have implemented, we cannot guarantee 100% safe access to the Internet. We believe that the chance of exposure to inappropriate material is very small; however, we must inform you that the possibility still exists.
- You may request in writing that your child be excluded from Internet use at Kinder Academy. If you do not express your desire to exclude your child from such use, you agree to discharge Kinder Academy its employees and its affiliates, from any responsibility or claim resulting from the use of the Internet.

KINDERGARTEN WRAP AROUND

- Please see 'School Age Enrollment' policy on page 9 for more information.

LICENSING

- Our locations are licensed by the Pennsylvania Department of Human Services in accordance with the standards established by the Department of Labor and Industry and Health.
- A copy of our license and current child care regulations are available on site for your review.

MEALS & SNACKS

- Our company policy prohibits bringing homemade food or treats to share with other children within the center. If you opt to bring in a store-bought treat for a special event, please let us know beforehand.
- Infants: Parents must provide Kinder Academy with a written feeding schedule, complete with detailed instructions. Parents must also provide bottles, formula or breast milk, and any necessary baby food; bottles must be filled and ready-to-serve. Please label all food items, including bottles, with your child's first and last name. Kinder Academy participates in the Child and Adult Food Program which allows us to provide infants with formula, rice cereal, blended fruits, and vegetables if you should choose to partake.
- Kinder Academy participates in the Child and Adult Food Program which allows us to serve breakfast, lunch and morning and afternoon snack. All meals and snacks are prepared in our kitchen, which has been approved by the appropriate local and state agency.
- Breakfast is served at 7:30 until 8:00 am. If your child arrives after 8:00am, please make sure they have eaten breakfast. Our morning snack time is 9:30 am and pm snack is served at 3/3:30pm.
- Our balanced menu meets all guidelines set forth by the Child and Adult Food Program as well as DHS.
- By 1 year of age all children should adhere to the Kinder Academy menu unless the child has an allergy or cultural food restriction in which case please contact the Center Director to plan for substitutions.

NAP TIME

- Children enrolled at Kinder Academy need time during the day to rest and relax. Infants are of course, on individual schedules based on The child's needs and the parents' preferences, but a group nap time is scheduled for all toddlers from 12:00pm until 3:00pm. Preschool and Pre-Kindergarteners rest from 12:30pm-3:00pm. Nap is not required for Preschool and PreK children. Children who do not fall asleep are provided with quiet activities including but not limited to books, puzzles, etc as long as the child can do so in a quiet manner.
- Teachers provide individual cots or mats for the children, and encourage them to lay down with a blanket and comfort item from home. stories, soft music and dim lights help the children with the transition to this rest period.
- Back to Sleep: Infants are placed in cribs, on their backs, without blankets to sleep, in accordance with American Academy of Pediatrics recommendations. Infants with medical conditions that require other sleeping arrangements must have detailed written instructions from a Physician on file.

ACCREDITATION

- Kinder Academy participates in the Keystone Stars Program, which sets guidelines to enhance early childhood education programs and strive for higher quality care for all children.
- Participation in the Keystone Stars Program is evidence of Kinder Academy's commitment to early childhood education and dedication to continuous improvement.

OPEN DOOR POLICY FOR ENROLLED FAMILIES

- As a member of the Kinder Academy family, please consider our center to be a comfortable extension of your home – a place where you are always invited, always welcome, and always appreciated.
- Our teachers and Center Director are always available to answer your questions, to review your child's progress or to discuss any concerns that you may have. We encourage you to speak to your child's primary teacher regularly, and to work together to identify the best possible time and method for daily communication.
- Parents are encouraged to visit the center at any time, and pre-notification is not necessary. You may participate in our classroom activities, play with your child on the playground, or have lunch together.
- Grandparents, aunts, uncles and family friends are also welcome to visit the center; however we request that you provide us with advance notification. If the visitor is not listed on your child's enrollment application, you must provide written authorization prior to the visit. All visitors are required to provide photo identification.

OUTDOOR PLAY

- Outdoor play is an integral part of our educational program, contributing to your child's health and development. Children remain inside when the weather is inclement (including extreme heat or cold), but otherwise participate in daily outdoor activities.
- Children go outside for an hour a day (usually 30 minutes in the am and 30 minutes in the pm) when the temperature is between 25-90 degrees and weather permitting. Please dress your child appropriately for daily outdoor play, including sneakers or other sturdy, rubber soled shoes, coat, hat and gloves when it is cold, and boots during the winter months.

GENERAL CENTER POLICIES (*Continued*)

PARENT/GUARDIAN CODE OF CONDUCT

- For the health of all Kinder Academy employees, children, and associates, smoking is prohibited in the building and on the premises.
- While it is understood that parents/guardians will not always agree with Kinder Academy employees or the parents/guardian of other children, it is expected that all disagreements be handled in a calm and respectful manner.
- Weapons, fire arms, and ammunition are prohibited in the building and on the premises at all times.

SCHEDULE CHANGES

- You may add additional days to your child's current schedule, provided that space is available and your account is paid up-to-date. Please call the Center Director as soon as you know that you will need child care for an additional day. If you add a day, your account will be charged the appropriate tuition fee. Once your account has been charged, refunds will not be issued for any reason.
- You may make permanent schedule changes with two weeks written notification and Center Director approval. The schedule changes may not be granted in instances when the new schedule conflicts with enrollment waiting lists and typical enrollment patterns.
- Switching days cannot be permitted, as it is difficult to schedule teachers, plan menus, and run an efficient center.

SCHOOL AGE ENROLLMENT

- **Tuition**
 - If your child is enrolled in our Before & After School Program, tuition is only billed for the days that your child's school is open. If you need care on school holidays and recess, please see your Center Director to check on availability and to add these days.
- **Elementary School Holidays, Recess and Early School Dismissal**
 - Your child must be registered in our program prior to attendance, with up-to-date enrollment and medical forms.
 - Please call if you need child care when your child's elementary school is closed for a holiday or recess.
 - After such arrangements are made, we will bill your account the appropriate tuition amount. Refunds will not be issued if your child does not attend.
- **Weather-Related and Emergency Elementary School Closings**
 - Your child must be registered in our program prior to attendance, with up-to-date enrollment and medical forms.
 - If your child's school closes, please call the center ahead of time to make sure that the center is open and that space is available for your child. Once we reach our licensed capacity, we can no longer accept additional children.

SECURITY

- Kinder Academy maintains a state-of-the-art security system which requires cooperation from every parent. The Center is equipped with secured entrances. Parents and visitors must be buzzed in to enter the facilities. The center has an intercom which is used in the event that staff cannot identify someone at our door.
- When entering the building, we ask that you do not hold the door open for anyone. This will help us to ensure a safe environment.
- In the event that Kinder Academy deems any person to be a potential safety concern, entrance into the center and/or access to any child will be denied.

SEVERABILITY

- In the event that any of the provisions, or portions thereof, of these Center Policies are held to be unenforceable or invalid by any court of competent jurisdiction or by an arbitration panel, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby, and full effect shall be given to the intent manifested by the provisions, or portions thereof, held to be enforceable and valid.

SPECIAL NEEDS, CHILDREN WITH

- If you suspect your child may have an unidentified special need, please ask the Center Director for more information about the early intervention programs available in your area. Early intervention services are usually free of charge, and are designed to help parents of young children (birth - age 3) identify needs and secure appropriate treatment through the Alliance for Infants and Toddlers. Similar options are available for older children (age 3+) through the Dart program.
- If your child has been identified with a special need, we ask that you provide us with the appropriate documentation including an IEP or IFSP.

TERMINATION

- Kinder Academy reserves the right to terminate any child's enrollment immediately, for reasons that we deem necessary.

TOILET TRAINING

- As with all other areas of your child's development, Kinder Academy will support your child through the toilet training process.
- When you observe signs of readiness, please inform our faculty that you are initiating training at home. Teachers will then encourage and support your child's independence by assisting him with toileting at the center. With your cooperation and support of developmentally appropriate practices, we will make every effort to ensure consistency between home and the center.
- Toilet training can begin when your child is in the two year old room, being that the bathroom is easily accessible. Potty training prior to the two year old room cannot be accommodated due to the lack of bathroom accessibility. The classroom teachers will work with you and your child to make potty training as successful as possible, but we ask that you reflect our efforts for potty training at home as well.
- Parents must provide Velcro pull apart pull ups during potty training so that the teachers can follow proper diaper changing procedure.

GENERAL CENTER POLICIES (Continued)

TRANSPORTATION

- **District Bus Service:**
 - You may rely on the District Bus Service for transportation to and from our center. Our faculty will wait for the bus and escort your child into the center. The designated drop-off point must be in front of our center.
 - If you utilize the District Bus Service, you must contact the busing office directly and make all them aware that your child will be picked up or dropped off at our facility. Once you have made all the arrangements, please inform your Center Director of the pick-up/drop-off times and bus number.
 - Our centers currently has a bus stop directly in front of our center for those attending Montour School District.
 - **Hired Transportation Service**
 - Field trip transportation may occasionally be provided by a hired transportation service, such as a chartered bus.
 - Families receive prior notice of all field trip plans, including transportation details.
-

WITHDRAWING FROM KINDER ACADEMY

- We would hate to see you go, but in the event that you do decide to dis-enroll, you must complete and submit an unenrollment form at least two weeks before withdrawing your child from the center. This form is available from the Center Director. The Center Director will acknowledge receipt of this form and provide you a copy.
- If you fail to provide at least two weeks' notice as stated above, you will be obligated to pay your child's tuition for two weeks beyond:
 - the date we received and acknowledged the 'Enrollment Drop Out' form; or
 - your child's last day of attendance if an 'Enrollment Drop Out' is not received.
- If you withdraw your child from Kinder Academy and decide to return at a later time, you will be placed on our waiting list. You will also be required to provide new enrollment information, along with a new registration fee and deposits.
- Other contractual obligations associated with withdrawal are detailed in the 'Registration & Payments' section of the Center Policies.

RECEIPT OF CENTER POLICIES AND PROCEEDURES

I have received a copy of the Kinder Academy policies and procedures manual. I agree to abide by the guidelines set forth in the manual.

Parent Name (Print)

Date

Parent Signature

Director Signature