

# *DAY CARE AGREEMENT*

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The following Day Care Agreement shall become effective on , and is made by and between:

**"Provider:"**

,  
, ,

and

**Parent or Guardian Full Name:**

**Relationship:**

**Photo ID:**

**Home Address:**

**Home Phone:**

**Mobile Phone:**

**Email:**

**Place of Employment:**

**Work Number:**

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**Parent or Guardian Full Name:**

**Relationship:**

**Photo ID:**

**Home Address:**

**Home Phone:**

**Mobile Phone:**

**Email:**

**Place of Employment:**

**Work Number:**

The aforementioned Day Care shall provide routine child care for the following child(ren):

**Full Name of Child #1:**

**Date of Birth:**

**Date of Enrollment:**

**Home Phone Number:**

**Home Address:**

**Child Nick Name:**

**Gender:**

**Full Name of Child #2:**

**Date of Birth:**

**Date of Enrollment:**

**Home Phone Number:**

**Home Address:**

**Child Nick Name:**

**Gender:**

**Full Name of Child #3:**

**Date of Birth:**

**Date of Enrollment:**

**Home Phone Number:**

**Home Address:**

**Child Nick Name:**

**Gender:**

is the primary caregiver with whom the children reside.

**Note:** A multi-child discount of % may apply. Please check with the Provider for further details.

Therefore, the herein named Parent(s) and/or Legal Guardian(s) hereby grants to right and authority to provide Day Care Services for the aforementioned child(ren) pursuant to the terms and conditions contained within this Agreement, and thus all parties hereby agree as follows:

### **ENROLLMENT**

Parents are required to ensure that all forms are completed in their entirety and returned to the Day Care Provider before the child(ren) enters the program. All forms must be renewed and completed on an annual basis in an effort to ensure that the Provider has the most accurate and up to date information on each child/family.

Children entering the program will be given a week(s) trial basis, during which time either party may cancel participation without notice. At the end of the trial period, both the Provider and the Parents will meet to discuss the child's comfort and adaptability with our program and setting. An advance payment for the trial period is required for the entire trial period, but there is no obligation to continue in the program after the trial period has ended.

### **DAYCARE OPERATIONAL HOURS:**

***Monday thru Friday:*** from to

***Saturday and Sunday:*** CLOSED unless otherwise stated herein.

### **Snacks and Lunch**

shall provide a mid-morning snack, lunch and a mid-afternoon snack to enrolled children. All snacks and lunch shall comply with the Department of Agriculture's nutritional guidelines.

### **PROVIDER VACATION, SICK TIME & HOLIDAYS**

Day Care services will not be provided on the following Holidays"

**New Year's Day**

**Martin Luther King, Jr. Day**

Good Friday	Labor Day
Memorial Day	Fourth of July
Thanksgiving Day & Day after Thanksgiving	Christmas Eve
Christmas Day	President's Day

Parents expected to pay for Day Care services on the above listed holidays.

#### **Provider Vacation**

The Provider shall take vacation per year. The Provider will provide the Parent(s) a minimum of four weeks' notice with regards to vacation plans to afford the Parent(s) the opportunity to find reliable and alternative day care during Provider's vacation. There shall be no fee shall be charged by Provider during Provider's vacation.

The Parent shall also provide days written notice for any planned family vacation, and as such there will be no charges assessed to the Parent for the time the family is away on vacation. However, if the Parent fails to provide the specified advance written notice, then the Parent shall be charged the regular fees for Day Care.

#### **Provider Personal & Training Days**

In addition, the Provider reserves the right to take personal days and training classes per year, of which the Provider shall give the Parent(s) with days advance notice. Parents expected to pay for Day Care services on any Provider personal days.

#### **Provider Sick Days**

In the unlikely event that the Provider shall fall ill or is faced with an emergency, the Provider may secure a qualified substitute care provider for the enrolled children. If the Provider is unable to do so, the Provider shall immediately notify the Parents of such.

If the even that the Provider closes the Day Care facilities due to illness or emergency, beyond the number of personal days allocated above, then the Provider shall refund the pro rata portion of any weekly/monthly fee paid by the Parents in advance for the additional days of closure.

#### **Additional Hours:**

In the event that a Parent wants or needs to add additional hours to those already specified above, the Parent MUST make provide advance written notice to the Provider. Subject to space availability and at the Provider's discretion, the Provider may, but is not required, to accommodate the additional hours requested. The Parent will be charged for the additional time at the rate of \$ per hour.

#### **CHILDCARE SERVICE DAYS CONTRACTED:**

The Parent(s) or Guardian agrees to enroll and shall pay for such services, for the aforementioned children on the following days and times:

**Monday:**

**Tuesday:**

**Wednesday:**

Thursday:

Friday:

Saturday:

Sunday:

The scheduled days and times shall remain in effect until such time as the Day Care Services are either terminated or modified by , the Parent(s) or Legal Guardian(s) or both by providing days written notice of intent to terminate or modify the Agreement.

The Parent(s) and/or Legal Guardian(s) shall agree to pay all child care fees when due and payable based upon the rate and fee schedule as specified below.

**REGISTRATION FEE:**

At the signing of this Contract, the Parents agree to pay an initial, , registration fee of per child. The registration fee shall be used towards the necessary start-up expenses and/or background check via Provider Watch via <http://www.providerwatch.com/v2/>.

**PROGRAM FEES** (*initial next to selection*)

\_\_\_\_\_ ***Monthly:*** Day Care fees to be paid on the business day of each month in advance of the coming month. In the event that the program fee is not paid by the due date, a late fee of per "Late Day" shall be charged. If the payment, including late charges, is not received by the day of the "Late Day" period, the Provider may immediately terminate this Day Care Agreement and enrollment of the child(ren).

\_\_\_\_\_ ***Weekly:*** Day Care fees shall be due and payable on the , or the last business day of each week in advance of the coming week. In the event that the program fee is not paid by the due date, a late fee of per "Late Day" shall be charged. If the payment (including late charges) is not received by the day of the "Late Day" period, the Provider shall immediately terminate this Day Care Agreement and enrollment of the child(ren). If the child(ren) enrolls in day care on any day other than on a Monday, then payment for the first week is to be prorated to cover Day Care provided for the remainder of the week and is due and payable upon the first day of enrollment.

**Child Care Fees:**

***Full-Time:*** \$ per month, per child  
\$ per week, per child

***Part-time:*** \$ per month, per child  
\$ per week, per child

\*\*Considered full-time at per week.

**\*\*Considered part-time at less than per week.**

Holidays and child absences shall be billed as if care had been provided.

### **Late Pick-Up & Early Drop-Off Policy and Fees**

The Day Care Facility is open during the aforementioned time.

#### **Early Drop-Off**

will charge an Early Drop-off fee of \$ for every minutes that the Parent arrives prior to the agreed upon drop-off time. This fee is due and payable, in cash only, to the Provider on site at time of drop-off.

#### **Late Pick-Up**

will charge a Late Pick-up fee of \$ for every minutes that the Parent is late picking up their child. This fee is due and payable, in cash only, to the Provider on site at time of late pick-up.

### **ACCEPTED PAYMENT METHOD TERMS AND POLICY**

accepts the following forms of payment:

- a) Cash
- b) Check
- c) Money Order
- d) American Express
- e) Master Card
- f) VISA
- g) Other:

The Parent shall be responsible for any and all fees, which may be charged by the bank, with regards to any check returned for non-sufficient funds or any payment declined due to lack of funds or credit available.

### **Termination for Persistent Late or Returned Payments**

Persistent late payments shall be considered grounds for termination of Day Care services. The Parent shall be charged a "Contract Termination Fee" of for non-payment. Outstanding balances will incur interest at the rate of % until such time as payment has been made in full, including any late fees and interest charges.

shall terminate Day Care Services for those Parents whose accounts are days past due without advance notice. Parents shall be held responsible for any and all legal and/or collection fees (court, attorney and collection agency fees) related to the collections of any outstanding balances.

reserves the right to report any and all delinquent account to Provider Watch at <http://www.providerwatch.com/v2/>. Provider Watch is a national childcare credit reporting agency, specifically designed for Day Care providers to complete a background check and/or report delinquent Day Care clients.

### **Return Check Policy**

A will be assessed for each return check received back from the bank for non-payment due to insufficient funds. Check payment privileges may be suspended if two or more checks are returned and may result in "Cash Only" payments for future child care fees. Nonpayment of checks returned by the bank may result in the removal of the child(ren) from the Day Care Facility and the pursuit of legal remedies for unpaid balances.

### **COMMUNICATION BETWEEN PARENT & PROVIDER**

The Parent herein acknowledges and agrees to notify Provider of any changes in employment and ability to pay, any absences as soon as the parent becomes aware that the child shall be unable to attend on a particular day, or any other event which may have an impact on the terms and conditions contained within this Agreement. In addition, the Parent shall notify the Provider of any changes in their child's health and or illness immediately upon discovery.

The Provider herein acknowledges and agrees to provide week notice to Parents of any changes to policy and procedures, any potential or schedule rate increase, any child behavior issues or discipline, anticipated Provider Vacation and Personal days and any other changes that could affect the Day Care services provided.

### **ATTENDANCE – SIGN IN AND SIGN OUT SHEETS**

The Parent acknowledges that they received a current copy of the Parent Handbook Rules, Procedures and Code of Conduct and herein agrees to comply with all the terms and conditions of the program. Parents acknowledge and understand that their cooperation with the Provider is essential to ensure that the Provider is compensated for the care provided to the child. The Parent shall be solely responsible to drop-off and pick-up their child, or making arrangements for an authorized representative to do so.

- Parents and/or Authorized Representative shall on a daily basis sign-in and sign-out their child using the exact time the child was dropped-off and/or picked-up, accompanied by a signature.
- Parents and/or Authorized Representative shall provide specific reason for an early or late drop-off and/or an early or late pick-up.

### **AUTHORIZED CHILD PICK-UP**

In the event that a Parent is unable to pick-up their child, the Parent has authorized the following individuals to pick-up their child:

#### **AUTHORIZED CHILD PICK-UP #1**

**Name:**  
**Relationship:**  
**Primary Phone:**  
**Cell Phone:**

#### **AUTHORIZED CHILD PICK-UP #2**

**Name:**  
**Relationship:**

**Primary Phone:**

**Cell Phone:**

**AUTHORIZED CHILD PICK-UP #2**

**Name:**

**Relationship:**

**Primary Phone:**

**Cell Phone:**

**PERSONS NOT AUTHORIZED TO PICK-UP CHILD**

The individuals listed below are not authorized to pick-up the aforementioned child(ren) at any time:

**Name:**

**Name:**

**Name:**

If the person listed above is the biological parent, or you are separated or divorced, please provide a copy of your custody order to be kept on file at with the Day Care Provider.

**ILLNESS POLICY**

In the event that you child should show any signs of an oncoming illness, please notify the provider immediately, as the Provider has the obligation to protect the other children at the Day Care facility from illness whenever possible. If you child displays any symptoms or conditions below, they should be kept home or shall be sent home if the following conditions below becomes apparent:

- Fever over 100; F
- Vomiting
- Skin rash or eruptions of an unknown origin
- Persistent cough
- Heavy nasal discharge (unless related to allergy and accompanied by a doctors' note)
- Diarrhea
- Pink Eye
- Sore Throat
- Upset Stomach
- Parasites (e.g. nits, lice, crabs, scabies etc.)
- Communicable diseases (e.g. chicken pox, measles, ring worm scarlet fever etc.).

A child may also be sent home when the Provider believes, in their judgment, that the child's condition poses a threat to the health or safety of other children or staff in the program. Parents of children enrolled in Day Care will be notified of any contagious illness or diseases that their child(ren) may have been exposed.

In the event a child becomes ill at the Day Care facility, he or she will be separated from the rest of the

children and the Parent will be called. The Parent, or Authorized Representative, MUST pick-up the child within one hour after notification of illness. After one hour, the Parent will be charged any additions costs related to private, isolated care.

The child should be symptom free for 24 hours before returning to Day Care.

### **EMERGENCY CONTACT**

It is the policy of to notify a parent when their child is ill or needs medical attention. Occasionally we are unable to reach the Parents and thus we need to contact an emergency contact person to get immediate help for the child, or to call for an ambulance if an emergency contact cannot be reached.

Please provide at least two emergency contacts, other than the parents:

#### **EMERGENCY CONTACT #1**

**Name:**  
**Relationship:**  
**Work Phone:**  
**Primary Phone:**  
**Cell Phone:**

#### **EMERGENCY CONTACT #2**

**Name:**  
**Relationship:**  
**Work Phone:**  
**Primary Phone:**  
**Cell Phone:**

#### **EMERGENCY CONTACT #3**

**Name:**  
**Relationship:**  
**Work Phone:**  
**Primary Phone:**  
**Cell Phone:**

### **PHYSICIAN AND HOSPITAL PREFERENCE**

will first attempt to contact the Parent(s) or Guardian if the child(ren) becomes ill. If the Parent(s) or Guardian cannot be reached, may contact the family physician or the child's pediatrician to seek and obtain medical care for my child when deemed necessary form or at the following facility:

**Physician Name:**  
**Address:**  
**City:**  
**State:**



Zip:  
Telephone:  
Hospital Preference:

Health Insurance Provider Name:  
Policy Number:  
Group Number:  
Name of Policy Holder:

### **WITHDRAWAL OF CHILD BY PARENT**

In the event the Parent wishes to withdraw their child from Day Care, the Parent MUST provide weeks advance written notice before withdrawing the child from the program. Should the Parent fail to provide advance written notice, the Parent will be charged for two weeks of Day Care, even though the child is no longer enrolled in the program. The deposit paid at enrollment will be applied toward this amount.

### **TERMINATION BY PROVIDER**

#### ***A. Provider Required Advance Notice***

The Provider may terminate any child's enrollment upon weeks advance notice to the Parent for any reason. The pre-paid deposit shall be applied towards the final of attendance. Should there be any outstanding debts owed by the Parent such that the deposit does not cover the outstanding debt plus the last weeks of child care, the Provider shall apply the prepaid deposit first to the outstanding debt.

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

#### **B. IMMEDIATE TERMINATION**

The Provider may terminate a child's enrollment in the Day Care immediately, if any of the following conditions arise:

- (1) At the Provider's sole discretion, it is decided that the child's behavior or that of the Parent's poses a significant threat to the physical or mental health or well-being of any of the children, staff, the program or other persons on the Provider's premises, and the Provider is unable to reasonably eliminate the threat.
- (2) Any payment owed by the Parent to Provider under this agreement is not paid within three days after is due;
- (3) The child is picked up late more than five times in any thirty (30) day period.

If pursuant to any of the reasons set forth above, the Provider terminates the child's enrollment in the midst of a payment period (monthly or weekly); a pro-rated amount will be refunded to the Parent after first deducting any outstanding balances owed. The Provider will also refund the pre-paid deposit for the last weeks of attendance, after first deducting any outstanding balances that

remain due and owing.

### **DUTY TO REPORT SUSPECTED CHILD ABUSE**

The Provider is mandated by law to report any suspected cases of child abuse to the proper authorities pursuant to the terms of the Penal Code. The Provider and its employees, who have knowledge of or observe the child, in their professional capacity or within the scope of their employment, whom the Provider or the employee knows or reasonably suspects has been the victim of child abuse, have a statutory duty to report the known or suspected instance of child abuse to a child protective agency. In addition, the Provider and any employees who have knowledge of or who reasonably suspect that mental suffering has been inflicted upon the child or that their emotional well-being may be endangered in any other way, must report the known or suspected instance of child abuse to a child protective agency.

### **RELEASING CHILD TO PARENT OR GUARDIAN**

The Provider will release a child only to:

- (a) Parents with legal and/or primary physical custody, or to the child's legal guardian;
- (b) Anyone the Parent or guardian has authorized by way of prior written arrangement with the Provider; or
- (c) Police or welfare workers with proper documented authorization.

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

The Parent must sign the child in/out upon arrival and departure each day. The Parent must not remove the child from Day Care without notifying the Provider.

All persons, other than the parents, picking up the child shall be required to provide their driver license or another form of government identification and will be required to sign in with time and full signature.

### **OTHER CONSIDERATIONS**

#### ***A. Attire***

Parents should provide a spare change of clothing for any child under the age of six (6); and all clothing must have the child's name on the label. The Provider shall not be responsible for any soiled or lost clothing.

#### ***B. Medications***

Any medication must be in the original container for the Provider to dispense, in accordance to the following provisions:

- (i) Prescription Medication: The Provider shall administer any prescription medication only so long as the Parent has provided to the Provider:

- (1) a signed permission form with instructions provided by parent and

(2) a prescription from the child's doctor with required dosage and time to be administered.  
(ii) Over the counter medication: The Provider shall administer all over the counter medication only so long as:

(1) the Parent has submitted the medication to the Provider in the original packaging;

(2) the medication is to be administered according to package instructions; and

(3) the Parent has completed a signed form with the name of the medication, dosage, and times to be administered. The required dosage and time to be administered must be included in the doctor's note/parent form. "As needed" or "as required" will not be accepted.

### **C. Medical Conditions/Allergies**

The Parent must fill out a form provided by the Provider listing the child's allergies and all medical conditions.

### **D. Discipline**

The Provider will not make use of any corporeal punishment in the discipline of the children. Should discipline be required, the Provider shall use redirection and/or a time out.

## **DAMAGES**

All children enrolled at are expected to treat all property located at and within the facility with respect. The Parent(s) agree to pay for any accidental or willful destruction of any property located at the facility, whether said property is owned by the Provider or any other person, at the current replacement cost, if such damage and/or destruction were caused by the child.

## **PARENT – PROVIDER HANDBOOK**

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

## **MODIFICATION/AMENDMENT**

The Provider reserves the right to modify and/or amend this agreement upon weeks' advance written notice of any changes in the basic rates or services; provided, however, that any changes in the government-subsidized reimbursement rates shall be effective immediately and do not require any prior notice to Parent. Changes in the basic rates and services do not require Parent consent, but all other changes require Parent consent. The Provider has the right to modify and/or amend this agreement to reflect changes in the rules and policies with regard to , including those changes reflected in the Provider handbook.

## **CONSTRUCTION**

Phrases and Words in this Contract shall be construed as in the singular or plural number, and as masculine,

feminine or neuter gender, according to the context.

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**SEVERABILITY**

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In the event that any provision, clause, sentence, section or other part of this Agreement is held to be invalid, illegal, inapplicable, unconstitutional, contrary to public policy, void or unenforceable in law to any person or circumstance, and intend that the balance of this Agreement shall remain in full force and effect so long as the Purpose of this Agreement is not affected in any manner adverse to either party.

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**BINDING EFFECT**

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This Contract will be binding on and inure to the benefit of the parties hereto and their respective successors, heirs, legal representatives, and permitted assigns (if any). This Agreement supersedes any prior agreements between and the concerning the subject matter of this Contract.

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**MERGER**

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Any and all prior agreements made by the parties are deemed to be merged into this Agreement.

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**ASSIGNMENT**

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No party shall assign its interest under this Agreement except that the Provider may assign its interest to an entity controlled by .

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**ENTIRE AGREEMENT**

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

**WAIVER**

There is no right under this Agreement that shall be waived merely by delaying or failing to exercise or execute it. The consent to one act shall not be consent to any other or subsequent acts. Any waiver of a default under this agreement must be in writing and shall not be a waiver of any other default concerning the same or any other provisions of this agreement.

**GOVERNING LAW**

This agreement shall be governed by and interpreted in accordance with the laws of the State of .

***THE UNDERSIGNED HAVE READ AND UNDERSTAND THIS AGREEMENT***, and by signing this Agreement, all parties agree to all of the above terms, conditions and policies, including financial responsibilities for child care provided. The Provider is responsible for providing all parties a copy of this signed Agreement.

