Contract Page 1

This agreement is entered into thisday of	, 2016, between
Linda Kinney, herein referred as Director, and	, herein
referred to as the Parent(s) of	_, herein referred to as the
Child. This agreement shall become effective on/	_/2016 and remain in effect
until 12/31/2016 or be modified earlier as agreed to b	y both parties.

WEEKLY CONTRACTED DAYS: (Mon, Tues, etc.)

DAILY	CONTRACTED TIMES:
DULLI	CONTINACTED TIMES.

FEE SCHEDULE: Additional Days: \$55/day

TUITION:	5 days per week	\$275/week
	4 days per week	\$220/week
	3 days per week	\$165/week
	2 days per week	\$110/week

LATE PICK UP: Hours of operation: 7:00 a.m. to 6:00 p.m.

\$15 Late Pick-up Fee after 6:00 p.m. and one dollar per minute after 6:45 p.m.

The days listed above are your contracted days. Any additional days and times must be prearranged and approved. Additional days will be at a rate of \$50 per day according to the fee schedule above. *Staffing is scheduled according to contracted* days and times, therefore additional days cannot be substituted for missed contracted days. Parent(s) pay for missed contract days.

PAYMENT:

- Parent(s) agree to pay the fees listed above which includes full pay for contracted holidays, child's absent days, including sick days or vacation days.
- Payments are billed and due weekly.
- Fees are due in advance and payable by 6:30 p.m. each Friday for the **<u>coming week.</u>** Saturdays are the only available time for staff to go to the bank, buy supplies and food for the following week. If the child is absent due to illness or your vacation time, your payment is still due each Friday. In the unlikely event of a local or regional situation (such as a power outage or earthquake) that necessitates closure of the Daycare, then payment will still

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Parent/Guardian Signature _____ DATE _____

be due and payable as usual. We will make every reasonable effort to keep Smartie Pants open in these situations but the safety and well-being of the children will be the guiding factor in making a decision regarding closure.

- <u>Payments received after 6:30 p.m. on Friday will be charged a \$15 late</u> <u>fee plus \$5 per day until paid.</u> The child will not be accepted until the fee is paid.
- Payments are only accepted in the locked green payment box, located outside the daycare entrance. Cash must be placed in an envelope with the child's name.
- Checks returned for NSF will be subject to a \$25 charge <u>plus</u> any fees our bank charges. Cash only will be accepted after a second NSF offense.
- Statements/receipts are e-mailed annually for parent(s) taxes.

NOTICE:

- The first ten (10) days of childcare are probationary for Parent(s), the Child, and Smartie Pants. This agreement may be terminated any time during that period. Otherwise, one month written notice is required if the Child is to be permanently removed from this facility or if contracted days are reduced.
- Director will accept one month of fees in lieu of one month notice.
- Director will tender one month notice prior to cessation of care *EXCEPT* in the case of violation of this contract, safety concerns or gross misconduct on the part of either Parent(s) or Child.
- Director will provide two weeks notice to Parent(s) of proposed changes to this agreement.
- Contract subject to annual renewal.
- Serious violations of this contract can be grounds for immediate termination of care.
- Children who do not participate in nap time or quiet rest time after a reasonable adjustment period, will need to be dropped due to the inevitable disruption of nap time for the other children.

I/WE HAVE READ AND UNDERSTAND THE ABOVE.

Parent/Guardian Signature _____ DATE _____ DATE _____

HOLIDAYS:

- Parents pay for Smartie Pants *PAID holiday* schedule is as follows:
 - Presidents' Day Monday Feb 15
 - Memorial Day Monday May 30
 - Independence Day Monday July 4
 - Labor Day Monday Sept 5
 - Thanksgiving Thurs Nov 24
 - Black Friday Nov 25
 - Christmas Week Monday-Friday Dec 26 30
- Any other time Smartie Pants is closed Monday through Friday for vacation, sick days, or professional growth days, payment will be credited to Parent(s). When possible, notice of such events will be given at least 2 weeks prior to events. Director will attempt to provide assistance to Parent(s) with alternate childcare if desired assistance is made known in advance.
- In case of emergency or illness, Director will make every attempt to provide substitute care. Parent(s) agree to be prepared with other backup. Our resource emergency backup help and substitute care are licensing approved with FBI fingerprint and background check.

MEALS:

- Smartie Pants will supply a nutritious breakfast, lunch, dinner and two snacks each day for children who are eating regular diet. If a Child requires a special diet, Parent(s) will be responsible for supplying it. The meal schedule is approximately as follows: breakfast 8:00 a.m., snack 10:00 a.m., lunch 12:00 p.m., snack 3:00 p.m., dinner 6:00 p.m. If a Child arrives later than mealtime, it is the Parent's responsibility to feed the Child before they arrive.
- Except for special occasions, or illness requiring a special diet, <u>Parent(s)</u> <u>should not bring food</u>. This especially includes, but is not limited to, gum, candy, chips, cookies, and cereal.

SUPPLIES:

 Smartie Pants will supply necessities such as high chairs, cribs, playards, cots and equipment. <u>Parent(s) provide all other necessities such as a small</u> <u>blanket, extra set of clothing (long and short sleeves/pants and</u>

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shorts/socks/jacket/undies), *special* food, medications, *special* sunblock, *special* diaper cream, *special* diapers, *special* pull-ups, *special* wipes, *special* toothbrush, *special* toothpaste, extra pacifiers, etc. All of these items must be clearly labeled with the Child's name.

• Please don't bring toys or other materials. Backpacks are allowed and may only contain extra clothing.

ILLNESS:

- If the Child is ill to the extent that it interrupts the care of or endangers the health of the other children, it will be necessary to make other arrangements for care. Should the Child become ill during the day, Parent(s) will be notified and the best course of action will be determined. That course of action may include requiring the Child be taken home.
- The following symptoms indicate your child has an infection and is infectious to others. If you are notified that your child has one of the below symptoms, he/she will be required to go home for at least 24 hours.
 - 1. Fever of 101 degrees or higher.
 - 2. Greenish-yellow mucus is running from the nose and/or eyes.
 - 3. Deep croupy cough or sneezing.
 - 4. Rash, or sores need to be identified by a doctor. A physician's note will be needed before the child will be allowed to return to daycare.
 - 5. Vomiting.
 - 6. Severe diarrhea.
 - 7. Red or watery eyes need to be looked at by a doctor. A physician's note will be needed before the child will be allowed to return to daycare.
 - 8. Sore throat or earache, need to be looked at by a doctor. A physician's note will be needed before the child will be allowed to return to daycare.
 - 9. Head lice.
- Provider reserves the right exclude a child from the childcare for additional symptoms not listed above.
- Any medication to be given to the Child must be in a labeled prescription bottle. Please ask your pharmacist to provide 2 bottles with <u>complete</u> labeling. If needed, non-prescription medication will also be administered if

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provided by the Parent(s). Parents must complete a consent form to have prescription or non-prescription medicine administered.

POTTY TRAINING:

• Director and Parent(s) shall agree on when the time is right for successful potty-training and shall agree on a course of action best suited for the Child, Parent(s) shall provide additional clothing as needed in case of inevitable "accidents".

PARENT(s) RESPONSIBILITIES:

Parent(s) are responsible for providing the following:

- A current updated immunization record
- A small blanket for nap time
- A coat or jacket labeled with the Child's name and a complete set of clothes appropriate for the current weather. These clothes are to be updated when Child's growth makes this necessary.
- Any changes in personal address, or phone numbers at home or work, will be given to the Director as soon as possible. It is the responsibility of Parent(s) to keep names and phone numbers on the emergency form current.

PICK-UP:

- The Child will only be released to a person other than the Parent(s) or legal guardian, if that person's name is on the signed emergency form. Telephone authorization for persons not on the emergency form will be verified by a return call to the Parent using the phone number(s) on file.
- In the judgment of the Director, if the person picking up the Child is in an • impaired condition due to suspected drug or alcohol use, the Child will not be released to that person.

TRANSPORT:

• By signature below, Parent(s) authorize Smartie Pants to provide suitable transportation as needed within the range of activities provided. Parents will always be notified prior to any outside activity. Director agrees that Child

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Parent/Guardian Signature _____ DATE _____

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will not be transported in a motor vehicle unless strapped in a legally approved safety seat.

IMPORTANT NOTICES:

- A copy of the Child's current immunization record must be on file with Smartie Pants <u>prior to the Child's admission</u>. All forms provided in the enrollment packet must also be completed and returned to the Director before the Childs first day in care. Parent(s) are responsible for keeping records current.
- The Director and all teachers are legally mandated reporters of suspected child abuse. The Child's welfare will always come first. The Director is required to immediately report all suspected cases of child abuse by anyone.
- The Director agrees to provide a safe and healthy environment for the Child. Accidents can happen however, so the Director and teachers are certified in Pediatric CPR and First Aide. In case of an accident or emergency, the Director or a teacher will tend to the Child and notify Parent(s), or, if necessary, call 911 and then notify Parent(s). If necessary, the Child will be taken to the nearest hospital.
- It is your right to inquire about and view the contents of the Director's licensing history with the Department of Social Services or to check references from previous childcare employment, in order that you have entered into this contract based on an informed position.
- <u>Please call/text me as soon as possible if your child is going to be late or absent. If I do not hear from you by 9:30 am, I will assume your child will be absent that day. Consequently, I will not prepare meals and may give away your spot for the day.</u>

All Parties to this Agreement, by signature below, understand and agree to comply with the terms herein.

I/WE CERTIFY THAT I/WE HAVE RECEIVED A COPY OF THIS AGREEMENT.

PARENT/GUARDIAN	DATE	
RELATIONSHIP		
PARENT/GUARDIAN	DATE	
RELATIONSHIP		
DIRECTOR	DATE	
I/WE HAVE READ AND UNDERSTAND THE ABOVE.		
Parent/Guardian Signature	_ DATE	
Provider Signature	DATE	