

## DAYCARE CONTRACT (01/16)

Since changes do take place, please re-read your hard copy of the contract before signing and returning to me to insure that you are aware of the current policies. I will do my best to keep the contract on here current but cannot guarantee it.

Daycare for \_\_\_\_\_ (child's name) will begin on \_\_\_\_\_ (date).

Below are the contracted days and hours that \_\_\_\_\_ (child's name) will attend daycare. **ANY CHANGES TO THIS SCHEDULE MUST BE MADE AND APPROVED BY PROVIDER AT LEAST 48 HOURS IN ADVANCE.** Please submit approved schedule changes

to me in writing by paper or email. Additional days and hours will be charged at my current hourly/daily rate. *Pick-up is expected at the listed contract end time to avoid late pick-up fees.*

M\_\_\_\_\_ - \_\_\_\_\_ T\_\_\_\_\_ - \_\_\_\_\_ W\_\_\_\_\_ - \_\_\_\_\_ Th\_\_\_\_\_ - \_\_\_\_\_ F\_\_\_\_\_ - \_\_\_\_\_

My hours of operation are 7:30am-5:00pm. (Doors locked and all pick ups must be done **by** 5pm)

When leaving, please do not allow children to run outside while you are still inside. The safety rule is "No one outside without an adult with them." There are other cars that may be coming and going in the driveway or street and a serious incident could occur.

My house maintains an open door policy. Parents are welcome to call or visit our daycare at any time during business hours. I may, however, be busy with the children and unavailable to answer. Therefore, please leave a message and I will return it as soon as possible or knock on the door once and then enter. You are welcome to observe our program for as long as you wish, unless it becomes disruptive. Please understand that I will not be able to give you my undivided attention. We will continue with our normal schedule while you are present.

### **PAYMENT POLICY**

There is a non-refundable registration fee of \$175.00 due upon contract signing. Full-time care is \$175.00 a week, part-time care is \$45 for 4 or more hours or \$22.50 for less than 4 hours of care a day. The payments for your child will be \$\_\_\_\_\_ per week. Payment is due on Friday morning for the upcoming week. I have the right to refuse care if payment has not been received. There will be a \$10.00 per day late fee applies as of close Friday. Please make all checks payable to Melissa Gavin-Hlavac DBA Melissa's Munchkins.

There will be a \$45.00 fee for any returned checks plus any other fees that I am charged due to returned checks on my account. After 1 returned check, I will only accept cash, cashiers checks, or money orders. One week of non-payment is grounds for termination of contract at my discretion. There is a late fee of \$1.00 per minute per child if the child is not picked up from my daycare home after your contracted pick-up time. (If your contracted time is 4:00, late fees begin at 4:01) In addition, if lateness occurs beyond closing time (5:00pm): after 15 minutes I have not heard from you I will attempt to reach an emergency contact and a \$50.00 fee will be added to your tuition. After 30 minutes, if I have not heard from you and/or was not able to reach an emergency contact CPS will be called and an additional fee of \$100.00 will be added to your account.

Daycare cost are subject to change annually. Two week advance notification will be given of any/all changes. Fees are not part of tuition and therefore **NOT** calculated on yearly receipt total.

Delinquent accounts can be put into small claims court. Any/all fees plus a \$500.00 daycare closure any court appearances fee will be the responsibility of the delinquent party. *Initial* \_\_\_\_\_

### **VACATIONS AND HOLIDAYS**

Daycare will be closed on these holidays with payment due in full for the week. For a child who comes three or less days a week, if the holiday falls on a day that he/she would normally be at daycare, payment will be due for that holiday. Should a holiday occur on the weekend, daycare may be closed either Friday or Monday at my discretion. Payment will be due **prior** to the weeks of my vacations and will be due if the child does not attend due to the child's vacation or illness.

The following are the paid holidays daycare will be closed:

**NEW YEARS EVE, NEW YEAR'S DAY, MLK DAY, MEMORIAL DAY, GOOD FRIDAY, MONDAY AFTER EASTER, LABOR DAY, THANKSGIVING DAY AND THE DAY AFTER, INDEPENDENCE DAY, CHRISTMAS EVE, CHRISTMAS DAY, DAY AFTER CHRISTMAS**

Payment will be required for your vacation time and any days your child misses due to illness.

You will receive a list of days that daycare will be closed, for my vacations, with as much advanced notice as possible. I am allowed 2 weeks paid vacation and 5 sick days throughout the year. There will be no payment due if I close daycare due to other personal reasons.

Closures due to inclement weather will be treated as a regular day, payment will be due for these days. Notice will be given by 6:00 a.m., parents are responsible to find alternate care if closed. If the daycare closes for personal reasons, besides vacation/sick/holiday and you have already paid, you will be credited for the *following week*. The daycare home will be closed on all major holidays, with payment due in *full*. Also, payment will be made in full at the normal weekly rate **prior** to a child's vacation. Families will receive 3 sick days (tuition waived) after they have been here 6 months. Notice of absence must be given by 6a.m. If you do not need daycare all year long, (teachers, maternity leave etc.) payment will be expected for all the weeks that daycare is open, even if your child is not attending during your time off. I will **not** hold slots for anyone who is not paying all year long. Please see Reserving/Holding Spots section of contract.

### **TRIAL PERIOD**

The first 10 days your child attends daycare is a trial period. During this period, either the parent or provider may terminate with one week notice.

### **RELEASE**

Children may be released only to persons indicated on the release form. No child will be released to a person other than legal guardian without written parental consent. When arrangements are made for someone not identified on the release form to pick up your child, parents are responsible for notifying me in advance in writing. Please inform your emergency contacts that if we do not know them, and the child is too young to recognize them ("Hi Grandma!"), I will ask for identification for protection purposes.

### **INTOXICATION**

If the parent or other authorized person arrives intoxicated or under the influence of drugs (in the opinion of the provider), all reasonable steps will be taken to avoid releasing the child to that person, including offering to call an emergency contact. While we cannot legally withhold a child from a legal guardian, if we feel the child is in jeopardy, we will not hesitate to call the police or CPS.

*Initial* \_\_\_\_\_

## **MEALS AND SNACKS**

Breakfast, lunch, and snacks will be included in the cost of care for those eating table food, unless food allergies require specialized food and preparation. Then, either parents must supply the proper meals/snacks/sauces/condiments or tuition will be increased in order to cover the extra expense of the specialized foods. The meal schedule we follow is listed below. If the child is here during those times, they will be served. Children who choose not to eat will not be served again until the next scheduled meal or snack. If the child will be arriving after mealtime, please feed them **before** they arrive. This helps the day run more smoothly and eliminates problems caused by children arriving with meals in hand. All food/drink must be finished *before* entering.

*Breakfast 8:30-9:00 a.m. Lunch 12:00-12:55 p.m. Snacks 10:00-10:30 & 3:45-4:15 p.m.*

Infants will be fed according to their own schedule. Parents will be responsible for providing the infant's formula or breastmilk, bottles and baby food.

If your child requires a specialized diet due to food allergies, a doctor's note must accompany the request. Otherwise all children will be served the same foods.

I never force a child to finish what is on his/her plate, but I do encourage each child to try one or two bites of everything. If I feel that the child did not eat an adequate amount of food, they will not be allowed to have a snack until the majority of their meal has been eaten. They must eat nutritious foods before they may have snack foods.

## **ILLNESS**

I will not care for your child while ill. Masking your child's symptoms with over the counter medication (i.e. Tylenol) before care will be grounds for immediate termination of contract. *State Law prohibits the daycare home from keeping your child if the child 1.) Runs a fever of 100\* (axillary) or higher 2.) Vomits 3.) Has diarrhea, 4.) Nasal discharge 5.) Rash.* You will be notified to pick up your child within 30 minutes after notification. *State Law also prohibits the daycare home from giving your child prescription medication without written authorization from a physician and OTC without written note from parent with type, dose, and time.*

**Please do not bring your child if they exhibit any of the following:**

- Unusual rash/blisters
- Unusually listless/lethargic and cannot participate in normal daily activities
- Fever over 100' – child needs to be fever free for 24 hours before returning to daycare.  
This means fever free **AND** without fever reducing medication for 24 hours.
- Runny nose with/without colored discharge
- Excessive coughing
- Diarrhea (child needs to have firm stools for 24 hours before returning)
- Discharge from eyes or ears
- Vomiting (child needs to not vomit for 24 hours before returning)
- Lice (child must be nit/egg free before returning to day care)

If your child has been absent from care due to an illness for 2 or more days, you must bring a doctor's note indicating the child is well enough to return to the daycare. A child requiring medication for a contagious illness will have to remain out of daycare until the child has been on

the medication for a period of 24 hours unless otherwise indicated by a physician's note. Some illnesses require the child to be out longer. If your child seems ill but not yet running a temperature, it is at my discretion to contact parents for immediate pick-up. Initial \_\_\_\_\_

### **DISCIPLINE POLICY**

Time-out is the method I use. A warning will be given first in most circumstances. A child who is in "time-out" is told to sit still for a period of a minute per year of age, not to exceed 5 minutes. When "time-out" is up, I will talk to the child and try to explain why the behavior was inappropriate. The child is encouraged to give the offended party an apology and assist in "fixing" whatever went wrong to the best of his/her ability. Parent will receive a note of any behavioral issues that might occur. If behavior continues after 3 written notices and is destructive or harmful to child or others, contract can be terminated **immediately**.

If you agree to this type of discipline, please sign below. State requires a signature.

X \_\_\_\_\_  
Legal Guardian

X \_\_\_\_\_  
Legal Guardian

### **DAYCARE HOME RESPONSIBILITIES**

The daycare home will provide a safe, loving, and nurturing environment that supports the emotional needs of the children in our care. This will include quiet time for all children age 5 & under, as well as supervised indoor and outdoor play. Quiet time/nap time is from 1:00-3:00. Infants will be allowed to follow their own patterns of sleeping and waking, although they will not be separated from the other children if they are asleep.

Toys are furnished for the children. Please do **not** bring toys from home. If toys get by and are brought in, I will not be responsible for lost or broken toys. Please do **not** bring blankets and pillows for sleeping, blankets will be provided if needed.

Our home is child-proofed to the best of our ability, however, accidents do happen. Any damage to my home or personal belongings that is willfully caused by your child will be replaced or repaired at the cost of the parents.

All children must be signed in and out every day of attendance. There will be a sign in/out sheet provided.

### **POTTY TRAINING**

I will assist in toilet training your child only if: you have started training at home **2** weeks prior, you provide cloth training pants and rubber pants (or pull-ups upon request), and that you dress your child in pants or shorts that he/she can pull up and down easily (no jeans with buttons). I ask that they do not wear onesies or overalls. Children over the age of 3.5 years old should be potty trained. If not a letter from doctor with medical reason why they are not should be supplied.

### **GUARDIAN'S RESPONSIBILITIES**

Appropriate amounts of clean change of clothing and they will remain at my home at all times. You must provide diapers, wipes, and ointment if your child is not potty trained. If your child still consumes formula, you will need to provide it, along with bottles. If your child is still eating baby foods, that too must be provided. During the Spring/Summer months, bug spray and sunscreen

will need to be provided by you as well. There will be a place to leave all of these items at daycare. Immunization records **must be kept current and on file at my home.** Your doctor will provide you with a **DCFS approved** record of immunizations. Initial \_\_\_\_\_

Please dress your child appropriately for the weather, including coat, hat and mittens. We will try to play outside unless it is raining or the temperature is below 55 degrees.

If your child will not attend daycare for any reason, please text **before** 6:00 a.m. so I can plan appropriately for meals, snacks, and activities.

\*Guardians must report any changes in address, phone number, employment, and hours their child/children will be at daycare, or person(s) designated to pick up their child.

### **DIVORCE**

For legal reasons, it should be understood that I need a copy of your divorce decree, which states the custodial parent, custody schedule, and who will be responsible for payment to the child's daycare, and if there are any restraining orders on you or the other party. It must be agreed upon that I and anyone else within my home/family **will stay neutral** for the sake of the child/children. No petitions, subpoenas, or requests to participate in any court/mediated/legal proceedings will be brought to myself or any other member of my family or daycare. If at any time I need to close due to your legal issues, a \$500.00 per day fee plus all of my attorney fees will be paid by you. No discussion/disclosure of others parenting skills/habits will occur. Please know that my responsibilities are to the children in my daycare home. The copy of the decree will remain private and with your contract. If the divorce decree should change for any reason, you are required to provide me with a current edition.

### **TERMINATION**

Parents must provide a written notice at least **two FULL weeks** (Monday-Friday) in advance of removing the child from the daycare home. Two weeks pay in lieu of notice **is** required.

Vacation weeks and holidays are **not** to be considered as part of the notice. Two FULL weeks notice means two weeks paid child care tuition in **advance** of leaving the daycare home. Families with two children in my care are required a three FULL weeks notice if both children are leaving my care. Families with three children in my care are required to give a four FULL weeks notice if all children are leaving my care. If the above policy is **not** followed (notice is not given and/or no tuition is paid) the overdue bill will be turned into small claims court. Any and all fees will also be added to the amount due by the parent/guardian. A child(ren) may be terminated **without** 2 weeks notice if parent or child(ren) are a danger to others, overly aggressive, violent, or extremely rude/disrespectful. A warning will be given prior to termination.

### **RESERVING SLOTS / HOLDING SLOTS**

Due to numerous requests for child care, I do not hold spaces without a deposit. Each space represents a percentage of my income. When you chose to place your child in my care, I will reserve the slot for you as soon as, but not before, a deposit of \$100 per child is paid, all forms are completed, and turned in. This deposit is non-refundable and will hold your starting spot for one month. If you already have a child in daycare with me, and would like to add a child to my daycare, the prestart deposit may not be needed. Holding spots for an extended absence (longer than 1 week) will require a non-refundable weekly fee of \$85.00 for full-time and \$65.00 for part-time spots, per child. This is due the 1st & 3rd Monday of each month and will not be

longer than three months.

*Initial* \_\_\_\_\_

**I/We have read and agree with the terms and conditions of this contract and policy statement and will abide by the rules of the daycare home.**

\_\_\_\_\_  
Mother's Signature

\_\_\_\_\_  
Father's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
*Day Care Provider's Signature*

\_\_\_\_\_  
*Date Signed*

*Initial* \_\_\_\_\_